

**MINUTES, LIMESTONE COUNTY COMMISSION, May 2, 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 Daryl Sammet and seconded by Danny Barksdale to approve the minutes of April 18, 2022.

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

**MOTION** was made by Jason Black and seconded by LaDon Townsend to approve the following claims

4/22/2022	Check # 0065211 – 0065255	\$	876,662.96
4/22/2022	Check # 0065256 – 0065258	\$	1,375.00
4/26/2022	Check # 0065259	\$	280.00
4/26/2022	PayPal	\$	<u>62.50</u>
	TOTAL	\$	878,380.46

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. 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 Danny Barksdale to approve a Memorandum of Understanding between the Limestone County Commission and the Town of Ardmore regarding debris removal and monitoring services.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LIMESTONE COUNTY COMMISSION AND THE TOWN OF  
ARDMORE 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

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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 town of Ardmore 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 Ardmore Town Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Limestone County Commission and the Town of Ardmore, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Limestone County Commission and the Town of Ardmore, 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 Ardmore Town 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.

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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 Town of Ardmore 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. 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 monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.
9. 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.
10. 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;
11. 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.
12. 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

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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.

13. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from May 2, 2022 until October 31, 2022 but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2022.

Executed on this the 2<sup>nd</sup> day of May 2022.

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

**MOTION** was made by LaDon Townsend and seconded by Daryl Sammet to approve a resolution regarding the sale of real property located in the Elm Industrial Park to M.M.J. Associates, LLC.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REGARDING THE SALE OF REAL PROPERTY LOCATED  
IN THE ELM INDUSTRIAL PARK**

**WHEREAS**, the Limestone County Commission, as the governing body of Limestone County, Alabama (the "County"), and the City of Athens, Alabama (the "City"), jointly own the following real property, consisting of 77.2 acres:

*Lot 1, as shown in the Final Plat of North Elm Industrial Park, Phase 2, recorded at Plat Book K, Page 143 in the Office of the Judge of Probate of Limestone County, Alabama;*  
(the "Property");

**WHEREAS**, on December 6, 2021, the Limestone County Commission previously approved the sale of the Property to Gregory Industries, Inc. ("Gregory");

**WHEREAS**, M.M.J. Associates, LLC ("MMJ"), an entity affiliated with Gregory, has requested that the Property be sold to it instead, as MMJ would then lease or otherwise cause Gregory to use Property for the construction and operation of an industrial facility for the manufacture and production of steel products, such as tubing, strut, and highway safety barriers, involving an estimate \$30,000,000 capital investment over the next five years, with over 100 jobs created; and

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**WHEREAS**, the Limestone County Commission has determined that the purchase price for the Property is a fair, adequate and reasonable price, and does not involve the lending of the County's credit or grant of public funds or other things of value in aid of MMJ or any individual, firm, corporation, or other business entity, public or private;

**WHEREAS**, the Limestone County Commission finds that MMJ's purchase of the Property would be for the purpose of constructing, developing, equipping and/or operating industrial facilities, and that the Property is no longer needed for public or municipal purposes by the County and/or the City; and

**WHEREAS**, this Resolution is authorized by Section 94.01 of the *Constitution of Alabama*, as well as other authorities; and

**WHEREAS**, upon motion having been duly made by Commissioner Townsend, and seconded by Commissioner Sammet, to approve this Resolution, pursuant to the terms and conditions therein, as proposed; and, with said motion and second having been made in an open meeting of the Commission on the 2<sup>nd</sup> day of May 2022, with discussion had thereon and a vote having been taken, upon which vote said motion carried by a vote of 4 to 0;

**THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION**, during its meeting on the 2<sup>nd</sup> day of May 2022, commencing at 10:00 a.m., as follows:

**BE IT HEREBY RESOLVED** that the Chairman of the Limestone County Commission, on behalf of the Limestone County Commission, is authorized to enter into a contract to sell the Property to MMJ upon the following terms: (i) a sale of the Property for \$25,000.00 per acre; (ii) the deposit of \$25,000.00 in earnest money by MMJ; (iii) no financing required to close; (iv) no real estate broker involvement; (v) a due diligence period for MMJ (including provisions for review of title and survey); (vi) closing to occur within 30 days after the due diligence period; (vii) delivery of a statutory warranty deed at closing, free of any mortgages, liens, or encumbrances; (viii) MMJ to pay for all survey costs; title examination, commitment and premium costs; and (ix) such other terms and conditions that the Chairman may determine that are not inconsistent therewith. The Chairman is authorized to do so through the execution, ratification, and/or performance of a "Purchase and Sale Agreement", and any amendment thereto, containing these terms.

**BE IT FURTHER RESOLVED** that the Chairman of the Limestone County Commission shall be authorized to further execute any and all documents and instruments that may be necessary to complete the County's performance and closing of the sale of the Property, including the approval of any modifications to the contract for sale that may be inconsequential to the substantive terms of said agreement, and to take such actions as may be necessary to effect and carry out the transactions contemplated by this Resolution. This authority includes, but is not limited to, approving and executing agreement(s) with the City concerning operational details, logistics, and allocation of costs/responsibilities as between the City and County, that are consistent with and involved in carrying out the transactions contemplated by this Resolution.

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The authority granted herein shall be in force and effect immediately upon passage of this Resolution. This Resolution shall replace and fully supersede the December 6, 2021 Resolution concerning the Property and Gregory.

**ADOPTED AND APPROVED** this 2<sup>nd</sup> day of May 2022.

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Limestone County Commission Chairman

ATTEST:

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County Clerk/Administrator

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

**MOTION** was made by Jason Black and seconded by Danny Barksdale to approve an Authorized Servicer Agreement with Goodman Air Conditioning & Heating. This agreement allows Steve Usery to be an approved servicer in order for Limestone County to receive reimbursement for damaged equipment that is under warranty.

**Electronic Disclosure and Signature Consent**

Please read this Electronic Disclosure and Signature Consent carefully and keep a copy for your records.

The federal Electronic Signatures in Global and National Commerce Act requires us to provide you this disclosure and information about products and services you may receive or access in connection with your relationship with us. With your consent, we can deliver documents to you by displaying or delivering the documents electronically and requesting that you print or download the documents and retain them for your records.

Your consent also permits the general use of electronic records and electronic signatures in connection with the documents. We also reserve the right to provide you notices, disclosures or contracts in paper, even if you have consented to receive Electronic Records.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your acceptance of this agreement by clicking the 'I ACCEPT' button below. If you do not agree to use electronic signatures or to receive Electronic Records, click the button indicating you wish to sign on paper.

**Statement of electronic disclosures**

If you consent to electronic disclosures, that consent applies to all documents we give you or receive from you.

**Right to have records provided on paper**

You agree to print out or download documents when we advise you to do so and keep it for your records,

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however at any time, you may request from us paper copies of any Electronic Records at no cost to you.

If you are unable to print or download any document, you may call us and request paper copies.

**You must keep your email or electronic address current with us**

If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

**Right to withdraw your consent to receive electronic records**

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver documents electronically, you may request a paper copy of the document by calling us.

**Hardware and software minimum requirements**

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the documents to be sent to you by calling us.

**Acknowledgement of your access and Consent to Electronic Records**

I have read the information about the use of electronic records and consent to the use of electronic records for the delivery of documents. I have been able to view this information using my computer and software. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.

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Air Conditioning & Heating

## AUTHORIZED SERVICER AGREEMENT

This Authorized Servicer Agreement (“Agreement”) is made and entered into effective as of the date set forth on the signature page hereof (the “Effective Date”), by an between the company designated on the Schedule of Companies attached to and made part of this Agreement (“Company”) and the person or entity set forth on the signature page to this Agreement (“Dealer”).

Company and Dealer agree as follows:

1. Contract Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated by either party as set forth below.

2. Appointment. Company hereby appoints Dealer as a non-exclusive Authorized Servicer of the following Company produced products:

- Residential unitary ducted residential air conditioning and heating products
- Ductless residential products (e.g. mini splits)

The Dealer may purchase from Company or Company’s independent distributor (whichever is applicable), and sell to end consumers, extended service contracts ("Service Agreements") for Company produced goods that Dealer has access to purchase from Company’s affiliate Goodman Manufacturing Company LP or its independent distributor ("Product(s)"). Moreover, the Dealer may perform services covered by the Service Agreements sold to consumers at the agreed upon labor reimbursement rates and subject to the terms set forth below.

3. Pricing and Payment. The prices for Dealer’s purchase of Service Agreements shall be Company’s or the Company independent distributor’s (whichever is applicable) applicable prices in effect on the date of Product installation for units covered by the Service Agreement, less any offered discounts. If tax is for whatever reason not included in the purchase price of the Product, Dealer will assume all responsibility for the calculation and payment of taxes as required by all applicable local, state and federal laws. Credit terms of all purchases will be determined by Company or the Company independent distributor (whichever is applicable) in its sole discretion. Company or Company’s independent distributor (whichever is applicable) may refuse to accept any order in its sole discretion. Neither Company nor any of its affiliates has any role in Dealer’s price of Service Agreements to homeowners.

4. Compensation. Dealer agrees that its entire compensation for service work performed pursuant to this Agreement will be calculated by multiplying the number of hours customarily required to perform the required service tasks, as set forth in the attached “Addendum - Labor Rate Schedule,” time the approved hourly rate, plus reimbursement of Dealer’s cost for any approved repair parts required in connection with such service. **When servicing a unit that is covered under a deductible plan Goodman will reimburse the above-mentioned compensation minus the deductible.**

5. Company Obligations. Company agrees to comply with the following obligations:

- a. Company agrees to furnish available technical information for Products.
- b. Company agrees to make service parts and systems available to Dealer directly through the Company or indirectly through Company’s affiliates or the independent distributors of Company or such affiliates.
- c. Company agrees to allow Dealer to use authorized marks around the “ASURE” trademark to support Dealer’s business in selling Service Agreements and performing services thereunder; provided however, that nothing in this Agreement shall confer or vest in Dealer any right of ownership of the Marks.
- d. Company agrees to make available technical training regarding Products, either directly or indirectly through Company’s affiliates or the independent distributors of Company or such affiliates.
- e. Company agrees to provide reasonable technical assistance to the Dealer, either directly or indirectly through Company’s affiliates or the independent distributors of Company or such affiliates.
- f. Company agrees to provide reasonable assistance in resolving any customer complaints through its Consumer Affairs Division or similar department.



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6. Dealer Obligations. Dealer agrees to comply with the following obligations:
- a. Dealer agrees to use the Company's trademarks and trade names (the "Marks") in a reasonable manner and will do nothing that will impugn or damage the Marks. Moreover, Dealer will not use any of the Marks in its legal, trade or business name, or in its internet website URL.
  - b. Dealer agrees to provide the end consumer with all relevant Service Agreements. Moreover, Dealer agrees to assist the end consumer in registering the Service Agreements. All of the Company's and its affiliates' warranties on the Products are issued directly to the end user, on the terms of Company or its affiliates' written warranties in effect from time to time. COMPANY AND ITS AFFILIATES MAKE NO WARRANTY (EXCEPT OF TITLE) TO ANY INTERMEDIARY PURCHASER.
  - c. Dealer agrees to comply with all relevant federal, state and local, laws, rules, regulations, orders, codes and ordinances. Dealer also agrees to maintain all necessary permits, licenses or certifications required by local, state, federal and provincial authorities in connection with the performance of Dealer's responsibilities under this Agreement. In addition, if Dealer operates within the state of Florida, Dealer shall comply with Florida law regarding sales representatives for service warranty associations or insurers, including, but not limited to, the following (when applicable): licensure, appointment, renewal, continuation, reinstatement, and termination. Pursuant to Regulation 5-1-12, Volume 3 Colorado Code of Regulations 702-5, Section 5, if Dealer sells a Service Agreement in Colorado, Dealer agrees to provide all services promised to the holder of that Service Agreement whether or not Company becomes bankrupt or otherwise ceases to function in the manner anticipated by this Agreement or the Service Agreement.
  - d. Dealer agrees to sell, service repair and install all Products in accordance with the instructions of Company's affiliates.
  - e. Dealer agrees to ensure that Service Agreement claim submissions are valid and proper.
  - f. Dealer agrees not to remove, disconnect or negate any safety device or features of Products. Dealer agrees not to alter any labels, plates or tags on Products.
  - g. Dealer agrees to allow Company or any Company affiliate to send customer satisfaction surveys to end consumers to understand how their experience could be improved. Company and its affiliates may share the results of these surveys with the Dealer, but not share any information peculiar to Dealer with any third parties unaffiliated with Company.
  - h. Dealer agrees to provide Company a properly completed and executed consumer Service Agreement application for each Service Agreement within 15 business days after resale of that agreement to a consumer. All applications submitted by Dealer must be for a Product, identified by its serial number, previously purchased by Dealer from one of the Company's affiliates or an independent distributor of such an affiliate.
  - i. Dealer agrees to provide prompt service to customers in its servicing area according to the terms of all written Service Agreements. When service is essential to the health or safety of the property dweller ("Emergency Service"), Dealer will make every reasonable effort to provide the Emergency Service within 48 hours after receiving report of a claim. If Dealer operates within the state of Nevada, Dealer agrees to commence Emergency Service claim repairs within 24 hours after receiving report of a claim.
  - j. If Dealer operates within the state of Florida, Dealer agrees to comply with Florida law prohibiting free service agreements, including, but not limited to, advertising, offering, or providing a Service Agreement for a price in an amount less than the cost of such Service Agreement as to the Dealer.
  - k. Dealer agrees to use only approved Company parts in the service of Products, unless otherwise authorized by Company in writing. Service repairs using non-Company parts are not compensable under this Agreement.
  - l. Dealer agrees to use only standardized contract applications as supplied by Company or Company's independent distributor.
  - m. Dealer agrees to warrant all service repairs for a period of 31 days. Additional service repairs to the same serialized unit within a 31-day period of the initial repair are not compensable under this Agreement if such repairs are attributable to Dealer's original, faulty repair.

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- n. Dealer agrees to return to Company or Company's independent distributor, as may be required by current service policy, all parts replaced by Dealer under the provisions of this Agreement.
  - o. Dealer agrees to only sell Service Agreements for a specific unit within 365 days from the date of installation of that unit.
7. Dealer agrees to allow Company or Company representatives to review repairs or claims. Such actions can include, but are not limited to, on-site audits and requiring additional documentation from Dealer. Independent Contractor. Dealer is an independent contractor, not an agent or employee of Company, and this Agreement shall not be deemed to create a partnership, joint venture or principal-agent relationship between the parties. Dealer is not authorized to assume or create any obligation or responsibility, including but not limited to obligations based on warranties or guarantees or other contractual obligations, on behalf or in the name of Company.
8. Liability and Insurance.
- a. Dealer shall at all times (both during and after the term hereof) indemnify and hold harmless Company, its agents, affiliates and their agents and employees (individually, a "Company Party" and collectively, the "Company Parties"), against and from any and all actions, suits, liabilities, settlements, losses, damages, charges, costs, counsel fees and all other expenses relating to or arising from any and all claims (whether or not groundless) of every nature or character including, but without limitation, claims for bodily injury, death, and damage to property including loss of use thereof based upon any actual or alleged negligence or dishonesty of, or to any actual or alleged act of commission or omission by Dealer, or any of its employees or agents; and in case any action, suit or proceeding shall at any time (either during or after the term hereof) be brought against any Company Party by reason of any such claim. If a Company Party so requests, Dealer shall resist and defend such action, suit or proceeding, at the sole expense of Dealer, by reputable counsel.
  - b. In addition to Worker's Compensation and Employer's Liability Insurance (including waiver of subrogation endorsement in favor of the Company Parties), Dealer shall at all times, at its sole expense, maintain Commercial General Liability Insurance at the aggregate level of \$250,000. Certificates(s) of insurance evidencing the required coverage shall be furnished to Company upon request.
9. Termination by Company for Cause. Except as otherwise provided by applicable law, Company may terminate this Agreement immediately upon written notice to Dealer upon the occurrence of any of the following events: (i) failure of Dealer to comply with the terms of payment of Company, any Company affiliate or independent distributor of Company or any Company affiliate, (ii) any check delivered by Dealer to Company, any Company affiliate or independent distributor of Company or any Company affiliate is dishonored when presented for payment, (iii) Dealer's breach of or failure to comply with any provision of this Agreement, (iv) Dealer's insolvency or business failure or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Dealer, (v) the appointment of a receiver for all or any part of the property of Dealer or an assignment for the benefit of creditors by Dealer, (vi) providing false information to Company, any affiliate of Company or any independent distributor of Company or any Company affiliate, or (vii) Dealer's right to purchase Products from Goodman Manufacturing Company LP or its independent distributor for resale expires or is terminated.
10. Termination by Company Without Cause. Notwithstanding anything to the contrary in this Agreement, and except as otherwise provided by applicable law, Company may terminate this Agreement at any time, without cause, by providing Dealer with thirty (30) days advance written notice (or, if applicable law requires that more than 30 days' notice of termination be provided, then Company will provide such notice as required by applicable law). Moreover, Dealer has the same reciprocal rights to terminate this Agreement with 30 days' notice.
11. Effect of Termination. Upon any termination of this Agreement:
- a. Any Company Party shall be entitled to reimbursement for any reasonable attorneys' fees that it may incur in collecting or enforcing payment of any obligations of Dealer.
  - b. Neither party shall be entitled to any compensation or reimbursement for inability to recoup any investment made in connection with performance under this Agreement, loss of prospective profits or anticipated sales or other losses occasioned by termination of this Agreement.
  - c. Dealer shall immediately cease any use of the Marks.

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12. The provisions of this Agreement that by their nature or their terms are intended to survive its termination, and any and all obligations that arise prior to termination, shall survive termination of this Agreement. Force Majeure. Company shall be excused from delays in performance or failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of Company, including but not limited to, delay or failure caused by governmental laws, regulations, orders, decrees or other governmental acts during the term of this Agreement, floods, fire, tropical storm, hurricane, riot, accident, strikes or work stoppages for any reason, delays of suppliers or subcontractors, embargo, energy or fuel shortage, war, terrorist act, or any natural disaster or act of God, or other circumstance beyond the reasonable control of Company whether similar or dissimilar to the foregoing.

13. Miscellaneous.

- a. Entire Agreement. This Agreement constitutes the entire agreement between Dealer and Company regarding purchase/resale of Service Agreements and Dealer’s provision of services thereunder, superseding all prior oral or written agreements, policies, understandings, representations, warranties and negotiations, on those subjects; and there are no conditions affecting this Agreement which are not expressed herein.
- b. Amendments. This Agreement may be amended only by a writing signed by both parties hereto.
- c. Headings. The headings contained in this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.
- d. Governing Law. This Agreement and all purchase and sale transactions pursuant hereto shall be governed by and construed in accordance with the laws, without reference to principles of conflicts of laws, of the State of Texas.
- e. Severability. In the event a court of competent jurisdiction determines any one or more of the provisions contained in this Agreement to be invalid, illegal or unenforceable, this Agreement shall be construed so that the remaining provisions contained herein shall not in any way be affected thereby but shall remain in full force and effect, and any such invalid, illegal or unenforceable provision(s) shall be deemed, without further action by any person or entity, to be modified and/or limited to the minimum extent necessary to render the same valid and enforceable in such jurisdiction.
- f. Notices. Notification required or permitted hereby shall be deemed given upon enclosure thereof in an adequately post-paid envelope, deposited in a U.S. mail box, and addressed to the party to be given notice at the address to which that party has previously requested, by notice hereunder, that notices be sent or, if no such request has been made, at the mailing address listed for that party in this Agreement.
- g. No Assignment. This Agreement may not be assigned by Dealer, whether voluntarily or by operation of law, without the consent of Company. Any such attempted assignment shall be null and void and without legal effect.

In appointing Dealer pursuant to this Agreement, Company is relying on the unique qualifications of Dealer’s principal owners and, accordingly, for purposes of this subsection, assignment shall include any change in Dealer’s controlling ownership. This Agreement, or any of Company’s rights hereunder, may be assigned by Company upon notice to Dealer.

- h. Waiver. No waiver by Company of any default by Dealer under this Agreement shall be deemed a waiver of any prior or subsequent default by Dealer hereunder. In addition, any delay by Company in exercising any rights hereunder shall not be deemed a waiver of such rights.

[Signature Page Follows on Next Page]

Dealer Name: LIMESTONE COUNTY COMMISSION Address: 310 W WASHINGTON ST

City: ATHENS

State: AL

Zip code: 35611

Telephone Number: 2564979748

E-mail Address: [ellen.morell@limestonecountv-al.gov](mailto:ellen.morell@limestonecountv-al.gov)

Type of Entity: X Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

Federal Tax PIN: 636001607

Dealer Account Number: 234259

Requested Labor Rate: \$75.00

Approved Labor Rate (completed by Goodman):

**MINUTES, LIMESTONE COUNTY COMMISSION, MAY 2, 2022  
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**Company**

Address: 19001 KermierRd

City: Waller State: Texas Zip Code: 77484

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the Effective Date.

COMPANY: Company

By: Warranty Analyst

Print Name: Warranty Department

Title: Warranty Analyst

DEALER: Dealer Name: LIMESTONE COUNTY COMMISSION

By:  
Print Name: Steve Ursery  
Title: Head of Maintenance

Date:

The undersigned Goodman independent distributor hereby executes this Agreement for the purpose of certifying that it believes that the Dealer named herein can meet the dealer obligations outlined in Section 6:

DISTRIBUTOR: Distributor Name: EAST COAST METAL DISTRIBUTORS, INC.

By: \_\_\_\_\_  
Print Name s spencer  
Title: Counter Sales

All signed copies should be returned to 19001 Kermier Rd, Waller, TX 77484 for execution by Company. Rate A - pays 1.5 hours - for replacement of small common electric or mechanical components, such as contactors, capacitors, or relays. Rate B - pays 2 hours - for replacement of an electrical or mechanical component such as fan or blower motors, fan blades, and blower assemblies.

Rate C - pays 2.5 hours plus \$50 for refrigerant - for sealed system leak repairs with no parts replacement.

Rate D - pays 3.5 hours plus \$100 refrigerant and recovery - for sealed system repairs with parts replacement, including evaporator coil replacement.

Rate E - pays 5 hours plus \$100 refrigerant and recovery - this repair is limited to compressor, condenser coil and unit replacement. Unit replacement of compressor-bearing products will be paid at rate E plus \$50 refrigerant. Unit replacement claims on non-compressor bearing units are not eligible for refrigerant and recovery.

Rate F - pays 5 hours - for replacement of heat exchangers only.

Rate G - pays 1.75 hours plus \$100 refrigerant - for filter drier and/or TXV replacement.

Deductible Plans- **When servicing a unit that is covered under a deductible plan Goodman will reimburse the servicer according to the above labor rate schedule minus the deductible.** If Dealer is located and/or performs consumer services for which it is obligated to perform under this Agreement in a state other than Florida, Oklahoma, South Carolina, Washington, or Wyoming, the Company under this Agreement shall be Asure Extended Service Company, LLC.

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If Dealer is located and/or performs consumer services for which it is obligated to perform under this Agreement in Florida, Oklahoma, South Carolina, Washington or Wyoming, the Company under this Agreement shall be AsureCare Corp.

If Dealer is located and/or performs consumer services for which it is obligated to perform under this Agreement in Georgia, the Company under this Agreement shall be Asure Extended Service Company LLC unless Dealer issues a Service Agreement under this Agreement to a consumer residing in a condominium that is attached to two (2) or more units, in which case the Company under this Agreement shall be Goodman Manufacturing Company LP, located at 19001 Kermier Rd, Waller, TX 77484.

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 Jason Black to terminate the services immediately from the current vendor awarded for bids 2783, 2784 and 2785, awarding date of March 21, 2022, due to insufficient services performed.

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 Danny Barksdale to award bids 2783, 2784 and 2785 to Aaron Littrell of North Alabama Curb Appeal effective immediately.

**MINUTES, LIMESTONE COUNTY COMMISSION, MAY 2, 2022  
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**PROPOSAL NO. 2783**

**TABULATION OF BID**

**Bid Opened: March 10, 2022 @10:00 a.m.**

**Bid Awarded: March 21, 2022 @ 10:00 a.m.**

**Lawn Maintenance – Tanner Senior Center**

<b>COMPANY</b>	<b>AMOUNT</b>	<b>AWARDED TO</b>
Jerry Cox 22846 Cairo Hollow Road Athens, AL 35614	<b>NO BID</b>	
Aaron Littrell 25948 Bethel Road Elkmont, AL 35620 nacurbappeal@yahoo.com	<b>\$350.00</b>	<b>X</b>
Martin Lawn Care ATTN: Daniel Martin 25146 Scarlett Lane Athens, AL 35613 lplaythebanjo01@gmail.com	<b>\$335.00</b>	
Terry Blakely 14730 Milton Lane Elkmont, AL 35620 256-777-0490		

**MINUTES, LIMESTONE COUNTY COMMISSION, MAY 2, 2022  
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**PROPOSAL NO. 2784**

**TABULATION OF BID**

**Bid Opened: March 10, 2022 @10:00 a.m.**

**Bid Awarded: March 21, 2022 @ 10:00 a.m.**

**Lawn Maintenance – Goodsprings Senior Center**

<b>COMPANY</b>	<b>AMOUNT</b>	<b>AWARDED TO</b>
Jerry Cox 22846 Cairo Hollow Road Athens, AL 35614	<b>NO BID</b>	
Aaron Littrell 25948 Bethel Road Elkmont ,AL 35620 nacurbappeal@yahoo.com	<b>\$356.25</b>	<b>X</b>
Martin Lawn Care ATTN: Daniel Martin 25146 Scarlett Lane Athens, AL 35613 lplaythebanjo01@gmail.com	<b>\$270.00</b>	
Terry Blakely 14730 Milton Lane Elkmont, AL 35620 256-777-0490		

**MINUTES, LIMESTONE COUNTY COMMISSION, MAY 2, 2022  
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**PROPOSAL NO. 2785  
TABULATION OF BID**

**Bid Opened: March 10, 2022 @10:00 a.m.  
Bid Awarded: March 21, 2022 @ 10:00 a.m.**

**Lawn Maintenance – Owens Senior Center**

COMPANY	AMOUNT	AWARDED TO
Jerry Cox 22846 Cairo Hollow Road Athens, AL 35614	<b>NO BID</b>	
Aaron Littrell 25948 Bethel Road Elkmont, AL 35620 nacurbappeal@yahoo.com	<b>\$362.50</b>	<b>X</b>
Martin Lawn Care ATTN: Daniel Martin 25146 Scarlett Lane Athens, AL 35613 lplaythebanjo01@gmail.com 256-856-3234	<b>\$280.00</b>	
Justin Romine 20034 Tick Ridge Rd Athens, AL 35614 Jromine86@gmail.com	<b>\$1550.00</b>	
Terry Blakely 14730 Milton Lane Elkmont, AL 35620 256-777-0490		

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

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



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Name	Position	Effective Date
Adam Harper	Equipment Operator II	5/3/2022
Angela Ferguson	SR. Tag & Title Clerk	5/8/2022
Austin Roberson	Deputy Sheriff	5/24/2022
Cathy Lamb	Tag & Title Clerk	5/2/2022
Chris Beddingfield	Drug Lab Tech.	5/1/2022
Hayden Pierce	Sheriff Deputy	5/10/2022
Jesse Tyler	Communications Officer	5/16/2022
Jessica Pierce	Deputy Revenue Commissioner	5/1/2022
Michael Clem	Asst. Animal Control Officer	5/9/2022
Nathanael Greene	Sheriff's Deputy	5/18/2022
Nicholas Thompson	Communications Supervisor	5/3/2022
Rennie Allison	Corrections Officer	5/2/2022
Reda Davis	Senior Center Manager	5/18/2022
Rodney Head	Corrections Officer	5/11/2022
Samuel Long	Equipment Operator II	5/4/2022
Stephanie Little	SR. Tag & Title Clerk	5/31/2022
Terry Johnson	Patrol Sgt.	5/2/2022
Tina Stark	Records Technician	5/2/2022

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 Danny Barksdale and seconded by LaDon Townsend to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Jones Spring Subdivision, Phase 3	Major	Preliminary	57 Lots & 1 Tract	2	West side of Jones Rd approx. 900' N of Pepper Rd
Marvin Littrell Acres Subdivision – replat Tracts 12 & 13	Minor	Preliminary & Final	2	4	Approximately 0.1 miles north of Hwy 72 on the north side of Lakeview Street

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 LaDon Townsend to approve to amend the staffing plan to reflect the following corrections:

1. Under Law Enforcement, reflect 2 – Part-Time Deputy at a grade 11 instead of 16;

**MINUTES, LIMESTONE COUNTY COMMISSION, MAY 2, 2022**  
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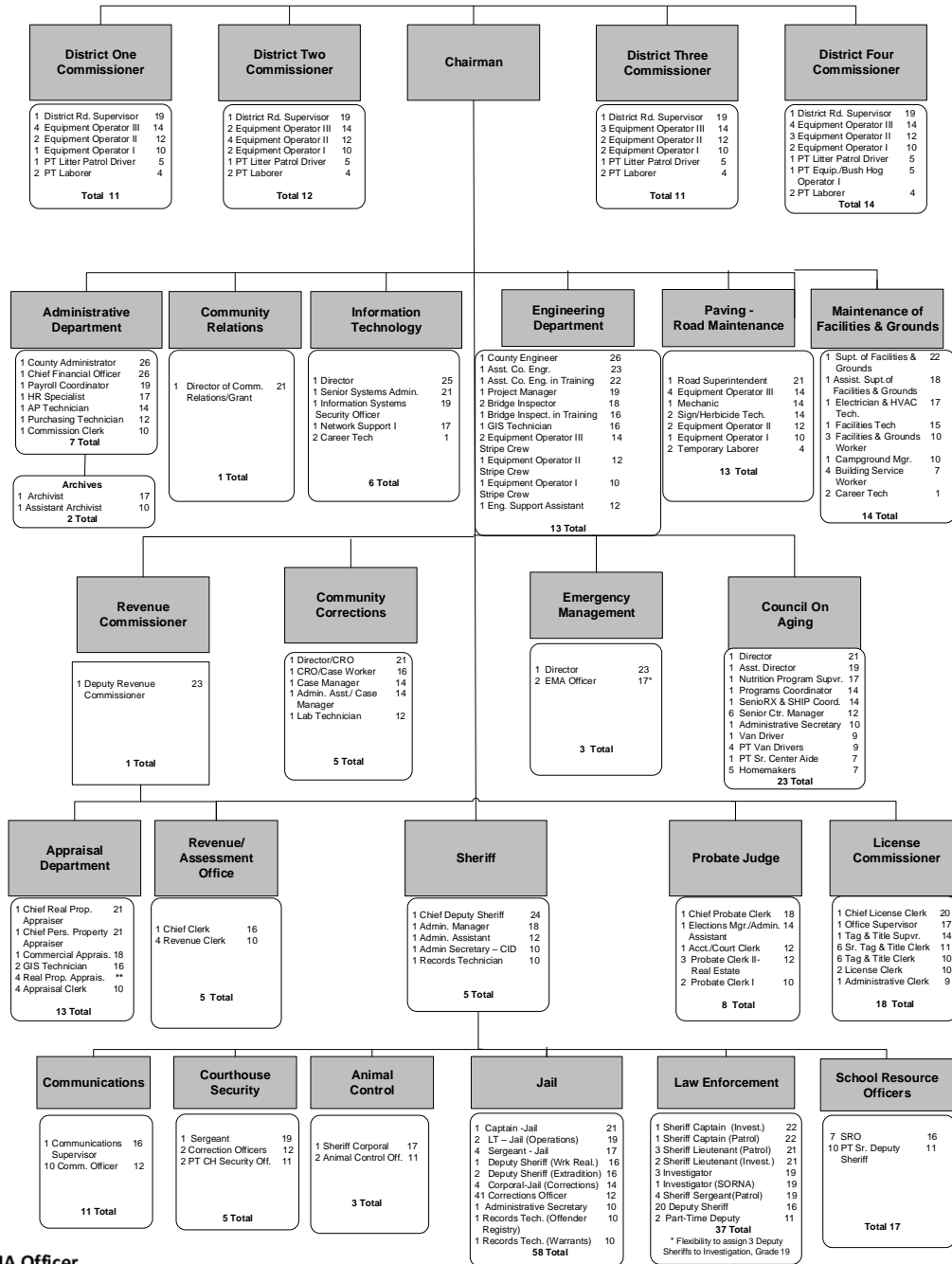
2. Under License Commissioner, reflect 6 Sr. Tag and Title Clerks instead of 5 Sr. Tag and Title Clerks and remove 1 PT Tag & Title Clerk;
3. Under Maintenance of Facilities & Grounds, reflect a total number of 14 instead of 13.

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 Danny Barksdale and seconded by LaDon Townsend to approve CASA to occupy empty office space located in the Community Corrections' office for a period of not more than two years.

# MINUTES, LIMESTONE COUNTY COMMISSION, MAY 2, 2022 COMMISSION MEETING

## LIMESTONE COUNTY COMMISSION STAFFING PLAN May2, 2022



**\*EMA Officer**

10 years' experience & required certifications: 19

**\*\*Real Property Appraiser**

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

**MINUTES, LIMESTONE COUNTY COMMISSION, MAY 2, 2022  
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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; Daryl Sammet, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by Jason Black to suspend the current rules and regulations for the use of only concrete pipes until a concrete bid can be put into place.

The Chairman asked if there was any discussion. There were discussion stressing the fact that this decision would be only on a temporary basis until concrete pipes became readily available. 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 LaDon Townsend and seconded by Danny Barksdale to remove the following from inventory:

<b>Department</b>	<b>Item</b>	<b>Inventory #</b>	<b>Serial #</b>
Sheriff	Fujitsu Tablet	15070	R1332193
Sheriff	Fujitsu Tablet	15047	R0Y32426
Sheriff	Fujitsu Tablet	15045	R0YEW24
Sheriff	Fujitsu Tablet	15076	R1332199

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.

Adjourned at 10:26 a.m. until 9:00 a.m. on Monday, May 18, 2022, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.