

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 17, 2022**  
**COMMISSION MINUTES**

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

Present: Daryl Sammet, Danny Barksdale, 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 October 3, 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 Danny Barksdale and seconded by Jason Black to approve the following claims:

10/4/2022	PayPal	\$	105.83
10/5/2022	PayPal	\$	185.00
10/07/2022	Check # 0067345-0067407	\$	1,812,457.26
10/11/2022	PayPal	\$	540.53
10/14/2022	Check # 0067408-0067461	\$	738,335.18
	Total:	\$	<u>2,551,623.80</u>

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

**MOTION** was made by Jason Black and seconded by LaDon Townsend to approve a public hearing regarding the application to ADECA CDBG Economic Development Fund and to the Appalachian Regions Commission SAAW fund to develop wastewater system improvements at the Pryor Field Regional Airport to support business development.

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.

Sara James came forward to expand on the grand and opened up for questions or comments from the public. There were no public comments or questions. A sign-in sheet was passed around to those in attendance. Public hearing was closed.

**MOTION** was made by Daryl Sammet and seconded by Jason Black to approve a resolution authorizing and approving an application to ADECA CDBG Economic Development Fund and to Appalachian Regional Commission SAAW fund.

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**RESOLUTION  
AUTHORIZING AND APPROVING APPLICATION  
TO STATE OF ALABAMA (ADECA) CDBG ECONOMIC DEVELOPMENT FUND &  
TO APPALACHIAN REGIONAL COMMISSION SAAW FUND**

**WHEREAS**, the Limestone County Commission is a partial owner of Pryor Field Regional Airport along with Morgan County Commission, the City of Athens, and the City of Decatur, and

**WHEREAS**, Pryor Field Regional Airport is located in Limestone County and in need of critical wastewater infrastructure improvements to support business attraction and job creation within the aviation and aeronautics industries, and

**WHEREAS**, grant funding for such infrastructure improvements is available through the State of Alabama (ADECA) Community Development Block Grant Program Economic Development fund and through the Appalachian Regional Commission (ARC) Southern Automotive & Aeronautics Workforce (SAAW) fund, and

**WHEREAS**, the Limestone County Commission concurs with objectives, needs, and programmatic activities of both the CDBG and ARC programs.

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

1. That the Limestone County Commission shall submit an application to the State of Alabama CDBG ED program for \$1,000,000.00 in grant funding and to the ARC SAAW program for \$1,000,000.00 in funding to develop wastewater system improvements at Pryor Field Regional Airport to support business development at the Airport which will create 250 jobs and leverage \$25 million in private investment.
2. That, per funding requirements, the four co-owners of Pryor Field shall each pledge \$119,382.50 in match funding for a total of \$477,530.00 local match to support the infrastructure investment and business development opportunity at the Regional Airport.
3. That the Chairman is duly authorized to sign said application for and act on behalf of the Limestone County Commission, as the grant applicant, and is further authorized to execute all other documents required for application or disbursement of funds to develop wastewater system improvements at Pryor Field Regional Airport.

**ADOPTED this 17<sup>th</sup> day of October 2022.**

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**Collin Daly, Chairman**

**ATTEST:**

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**Ellen Morell, Administrator**

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

**MOTION** was made by LaDon Townsend and seconded by Jason Black to approve a resolution for the County Commission expressing its support of Amendments 2 and 7 to the Alabama Constitution and any other legislation or policy modeled similarly. Amendment 2 will promote broadband expansion, and Amendment 7 will make changes to local governments' economic development powers.

RESOLUTION

**WHEREAS**, the Limestone County Commission stands in favor of Amendment 2 and Amendment 7 to the Alabama Constitution which will promote broadband expansion and economic development respectively.' and

**WHEREAS**, citizens across the state are urged to vote "Yes" on Amendment 2 and Amendment 7 on November 8, 2022, Election Day; and

**WHEREAS**, Amendment 2 would authorize state and local governments to use certain public funds to incentivize broadband expansion, most notably in the rural and underserved areas of the state; and

**WHEREAS**, Amendment 7 makes several necessary technical changes to local government's economic development powers - the most important of which is clarifying that all counties may exercise these powers regardless of whether they also have a local constitutional amendment pertaining to economic development; and

**WHEREAS**, Amendment 2 and 7 will greatly benefit this county and state by prioritizing broadband expansion and economic development as we progress into an era in which economic and technological stability is critical.

**NOW, THEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION** that it expresses its resolute support of Amendments 2 and 7 to the Alabama Constitution and any other legislation or policy modeled similarly.

**ADOPTED this 17<sup>th</sup> day of October 2022**

\_\_\_\_\_  
**Collin Daly, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Ellen Morell, Administrator**

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

**MOTION** was made by Jason Black and seconded by Danny Barksdale to approve a resolution providing for Limestone County's participation in the "Severe Weather Preparedness Tax Holiday" as authorized by Act No. 2012-256.

**Limestone County Commission**

**Chairman**  
Collin Daly

**Administrator**  
Ellen Morell



**Commissioners:**  
Daryl Sammet  
Danny Barksdale  
Jason Black  
LaDon Townsend

**RESOLUTION  
PROVIDING FOR LIMESTONE COUNTY'S  
PARTICIPATION IN THE "SEVERE WEATHER PREPAREDNESS TAX HOLIDAY"  
AS AUTHORIZED BY ACT NO. 2012-256**

**WHEREAS**, during its 2012 Regular Session, the Alabama Legislature Enacted Act No. 2012-256, which provides an exemption of the state sales and use tax for certain "covered items" purchased related to severe weather preparedness during the first full weekend of July 2012 and the last full weekend of February in subsequent years; and

**WHEREAS**, Act No. 2012-256 authorizes the county commission to provide for an exemption of county sales and use taxes for "certain" items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least 30 days prior to the last full weekend of February in subsequent years; and

**WHEREAS**, the Limestone County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2012-256, beginning at 12:01 a.m. on Friday, February 24, 2023, and ends at twelve midnight on Sunday, February 26, 2023; and

**WHEREAS**, *Code of Alabama 1975, § 11-51-210(e)* requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy; and

**WHEREAS**, the exemption of certain county sales and use taxes for the last full weekend of February 2023 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in *Code of Alabama 1975, § 11-51-210(e)*

**WHEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION** that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 24, 2023, and ending at twelve midnight on Sunday, February 26, 2023.

**BE IT FURTHER RESOLVED** that a copy of this resolution be spread upon the minutes of the 17<sup>th</sup> day of October 2022 meeting of the Limestone County Commission and be immediately forwarded to the Alabama Department of Revenue in compliance with *Code of Alabama 1975, § 11-51-210(e)*.

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**IN WITNESS WHEREOF**, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 17<sup>th</sup> day of October 2022.

\_\_\_\_\_  
**Collin Daly, Chairman**

**Attest:** \_\_\_\_\_  
**Ellen Morell, Administrator**

*310 West Washington Street • Athens, Alabama 35611 • Phone (256) 233-6400 • Fax (256) 233-6403*  
[www.limestonecounty-al.gov](http://www.limestonecounty-al.gov)

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 Daryl Sammet and seconded by LaDon Townsend to approve to enter into a contract with AXON Enterprises for 36 months for body camera licenses for the Limestone County Sheriff's office in the amount of \$50,471.66. Purchase, terms, and conditions are through the Sourcewell Cooperative.

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

**MOTION** was made by Danny Barksdale and seconded by Daryl Sammet to approve to enter into a contract with AlaCourt service in order for the Legal Department to retrieve Alabama state court records.

**Execute and Mail this Agreement to:**

Alacourt.com Post Office Box 8147  
Mobile, Alabama 36689-0147

**On-Line Information Services, Inc. -Alacourt.com Service Agreement SA-05.001**  
Telephone: 251.344.3333 (Mobile) 877.799.9898 (Toll-Free)  
Email: [Info@alacourt.com](mailto:Info@alacourt.com) Website: <http://www.alacourt.com>

**Customer Name :** Limestone County Commission Drew Dill  
**Contact:** 310 West Washington Street  
**Address :** State: AL Zip: 35611  
**City:** Athens **2562163434** Fax:  
**Telephone:** [andrew.dill@limestonecounty-al.gov](mailto:andrew.dill@limestonecounty-al.gov) \$150  
**Email:** User Type:Single - \$84.00 (per month)  
**AOC Setup fee:** Reason: To obtain information for the county's legal department.

**TERMS AND CONDITIONS**

**ON-LINE INFORMATION SERVICES, INC., as limited agent for the State of Alabama (ON-LINE) agrees to furnish certain online information database services herein specified and Customer agrees to make payments as provided for herein and abide by the terms and conditions of this Agreement.**

**1. The term of this agreement shall be for a period of one year and shall be renewed for successive one year periods without further action by the parties, but may be terminated at the end of any one year period by either of the parties hereto by not less than sixty days written notice sent via certified mail to the other party.**

## **MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 17, 2022 COMMISSION MINUTES**

- 2. The On-Line service (service) consists of computing services, software and databases provided by On-Line. These terms and any operating rules published over the Service constitute the entire agreement between On-Line and Customer with regard to the Service and supersede all prior arrangements.**
- 3. Upon notice published over the Service, on-line may modify this Agreement, the operating rules or prices. On-Line may discontinue or revise any or all other aspects of the Service at its sole discretion and without prior notice.**
- 4. Customer's right to use the Service is not transferable and is subject to any limits established by On-Line.**
- 5. Customer is responsible for and must provide all telephone and other equipment and services necessary to access the Service.**
- 6. Customer shall pay, in accordance with the Billing Options selected above, any registration, validation or installation fees, any hourly usage, minimum, communication, storage, and other charges at the rate in effect for the billing period in which those charges are incurred, including, but not limited to any purchases made through the Service, any premium and special transaction charges and for any surcharges incurred while using any supplemental networks or services other than the Service. Customer shall pay all applicable sales and use taxes relating to Customer's use of the Service. Customer shall be responsible for all use of the Service accessed through Customer's password. Customer further acknowledges that passwords are issued for a single Customer location and sharing of passwords by multiple users shall result in the immediate termination of service. If the payment method for your On-Line account is by credit card or ACH and payment is not received by On-Line from the bank, card issuer or its agents, you agree to pay all amounts due upon demand by On-Line. Each time you use On-Line Services, or allow or cause On-Line Services to be used, you agree and reaffirm that On-Line is authorized to charge your designated account or card. Your bank or card issuer's agreement governs your use of your designated card or account in connection with On-Line, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as an account holder or cardholder. You agree that On-Line may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that On-Line may delay obtaining authorization from your bank or card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your bank or card issuer. You agree that On-Line may submit charges for your usage fees and monthly service fee (if applicable) each month, without further authorization from you, until you provide prior notice (in accordance with On-Line's verification procedures, as may be established by On-Line from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card or bank account. Such notice will not affect charges submitted before On-Line reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact On-Line's Customer Service Department within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by On-Line in accordance with this Agreement. On-Line reserves the right to suspend or terminate your On-Line account without notice upon rejection of any card charges or if your bank or card issuer (or its agent or affiliate) seeks return of payments previously made to On-Line when On-Line believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to On-Line.**
- 7. On-Line's bill for services will be rendered on the 1st day of each month. Realtime Access Service will be billed in advance. Tracking & Monitoring services and per search charges will be billed for services rendered in the month preceding. Customer agrees to pay a late fee of \$5.00 on any account upon which there is a prior balance due as of the billing date. Additionally, customer agrees to pay a late charge of one and one-half percent per month (eighteen percent per annum) on all unpaid balances outstanding more than thirty days from initial billing date. In the event Customer fails to make timely payments or otherwise breaches this Agreement, Customer agrees to pay to On-Line, the actual costs of collection, including a reasonable attorneys fee. TERMS ARE NET 10 DAYS.**
- 8. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE AND THE MATERIAL THEREIN AND STORAGE OF INFORMATION WHICH APPEARS IN THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER ON-LINE NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES ON-LINE OR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NEITHER ON-LINE, NOR ANYONE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF WARRANTY. THE PROVISIONS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. LICENSORS INCLUDES THE ADMINISTRATIVE OFFICE OF COURTS, THE ADMINISTRATIVE DIRECTOR OF COURTS, AND ALL UJS PERSONNEL.**
- 9. CUSTOMER EXPRESSLY AGREES AND UNDERSTANDS THAT ALL PUBLIC INFORMATION DATABASES FURNISHED BY ON-LINE REPRESENT DUPLICATIONS OF OFFICIAL RECORDS AND ARE MAINTAINED AND MADE AVAILABLE FOR CONVENIENCE PURPOSES ONLY. THE OFFICIAL PUBLIC RECORDS EXIST ONLY IN THE OFFICES OF APPROPRIATE PUBLIC OFFICIALS. ON-LINE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE PUBLIC INFORMATION CONTAINED WITHIN ITS DATABASES. ANY LEGAL OR BINDING ACTIONS SHOULD BE BASED SOLELY UPON APPROPRIATE CHECKS OF OFFICIAL PUBLIC RECORDS.**
- 10. CUSTOMER AGREES TO INDEMNIFY ON-LINE AND HOLD IT HARMLESS FROM CLAIMS OF ANY NATURE BY ANY PARTY WHICH ARISE AS A RESULT OF CUSTOMER'S USE OF SERVICE.**

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11. Except as expressly permitted in the operating rules, Customer may not commercially exploit or reproduce, redistribute, retransmit, publish, or otherwise transfer any information which Customer receives through the Service or supplemental to the Service. Customer agrees to comply with all Federal, State and local laws, rules and regulations, including, but not limited to, the Fair Credit Reporting Act. It is expressly a violation of this agreement to use the service to conduct successive case retrieval in an effort to build a database of cases duplicating all or part of the records maintained by the State of Alabama Court System.

12. This Agreement is and shall be governed by and in accordance with the laws of the State of Alabama. Any cause of action of Customer with respect to the Service must be instituted within one year after the claim or cause of action has arisen or is barred. Any dispute arising out of or in connection with this agreement shall be resolved by arbitration under the auspices and rules of the American Arbitration Association. Any failure of On-Line Information Services, Inc. to assert any rights it may have under this Agreement does not constitute a waiver of our right to assert the same or any other right at any other time or against any other person or entity. If any provision of this Agreement is found to be invalid or unenforceable, then the invalid or unenforceable provision will be stricken from this Agreement without affecting the validity or enforceability of any other provision.

<b>Date:</b>	<b>Date:</b> 10/17/22
<b>ON-LINE INFORMATION SERVICES, INC By:</b>	<b>CUSTOMER</b> <b>By:</b>

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

**MOTION** was made by Danny Barksdale and seconded by LaDon Townsend to approve to enter into a contract with Thomson Reuters West Proflex for the use by the Legal Department.

**THOMSON  
REUTERS**

**Attachment**

**Order ID: Q-04226515**

Contact your representative [matthew.burch@thomsonreuters.com](mailto:matthew.burch@thomsonreuters.com) with any questions. Thank you.

**Payment, Shipping, and Contact Information**

**Payment Method:**  
Payment Method: Bill to Account  
Account Number: 1005759072

**Order Confirmation Contact (#28)**  
Contact Name: Dill, Drew  
Email: [drew.dill@limestonecounty-al.gov](mailto:drew.dill@limestonecounty-al.gov)

**Shipping Information:**  
Shipping Method: Ground Shipping - U.S. Only

**eBilling Contact**  
Contact Name Drew Dill  
Email [drew.dill@limestonecounty-al.gov](mailto:drew.dill@limestonecounty-al.gov)

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1005759072	LIMESTONE COUNTY COMMISSIONERS	310 WEST WASHINGTON ST ATHENS AL 35611 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
1	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
1	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
1	Attorneys	41933492	Practical Law Premier, Enterprise access, Government

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 17, 2022

## COMMISSION MINUTES

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Drew	Dill	<a href="mailto:drew.dill@limestonecounty-al.gov">drew.dill@limestonecounty-al.gov</a>	EML PSWD CONTACT

### Charges During Minimum Term

Material U	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3-4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$644.00	5.00	\$676.20	5.00	\$710.01	N/A	\$N/A	N/A	\$N/A

### Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or

- A. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

**Thomson Reuters General Terms and Conditions** apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$644.00	36

Bridge Products					
Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$0.00	1

### Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

### Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of

### Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Banded Product Subscriptions.** You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.



# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 17, 2022

## COMMISSION MINUTES

### Miscellaneous

Page 1 of 3 **Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply, and any claim may be brought in any federal court

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for **any** applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges and Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legal.solutions.thomsonreuters.com/static/agreement/nlan-2-nro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus
- Research
- Contract Express
- Hosted Practice Solutions
- ProView
- eBooks •Time
- and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw
- Paralegal
- Westlaw Patron
- Access •Westlaw
- Public Records

Amended Terms and Conditions

### **Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the no availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

### **Acknowledgement: Order ID: 0-04226515**

\_\_\_\_\_  
Signature of Authorized Representative for order

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

This Order Form will expire and will not be accepted after 12/5/2022.

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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 Jason Black and seconded by Daryl Sammet to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

<b>Bid #</b>	<b>Item</b>	<b>Company</b>	<b>Amount</b>
2798	Sanitary Supplies	American Paper & Twine	\$2,968.98 (total of individual items quoted)

**PROPOSAL NO. 2798**

**TABULATION OF BID**

Opening Date: October 13, 2022

Awarding Date: October 17, 2022

**Sanitary Supplies**

<b>COMPANY</b>	<b>AMOUNT</b>	<b>AWARDED TO</b>
American Paper & Twine Attn: Cindy Harvey or Natalie Waldrep 322 Bob Riley Drive Muscle Shoals, AL 35661 <a href="mailto:nwaldrep@aptcommerce.com">nwaldrep@aptcommerce.com</a> <a href="mailto:charvey@aptcommerce.com">charvey@aptcommerce.com</a> 256-383-3912 & 256-314-5120	<b>\$2968.98</b>	<b>X</b>
Cintas Corporation ATTN: Ashley Robinson 15201 AL Hwy 20 Madison, AL 35756 256-777-7272 <a href="mailto:RobinsonA3@cintas.com">RobinsonA3@cintas.com</a>	No bid	
Unipak Corporation P.O. Box 332 West Long Branch, NJ 07764 888-808-5120	<b>\$51.50</b> <b>Only bid on rubber gloves and trash bags</b>	

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**COMMISSION MINUTES**

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 Danny Barksdale to approve to hire Troy “Jackie” Russell as Part-Time Laborer in District 3 effective October 17, 2022 and pending drug screen.

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

**MOTION** was made by LaDon Townsend and seconded by Danny Barksdale to approve amended “Project Manager” job description with reflection of same on Staffing Plan.



**Project Manager**  
Engineering

JOB SUMMARY

This position reviews project needs and coordinates construction activities to ensure construction is completed in a reasonably safe and effective manner.

Under the general supervision of the County Engineer, the employee is responsible for overseeing and directing paving, striping, signage, and herbicide crews. The employee assists with long term construction planning and estimating. Assists the County Engineer in managing the department budget.

MAJOR DUTIES

- Directs and oversees personnel engaged in the Construction/Maintenance of public roads, bridges, and related drainage structures maintained by Limestone County.
- Oversees the review of roadway, drainage, and traffic designs for Limestone County, Federal and State funded projects. Reports results of reviews in written and verbal form to the County Engineer and funding authorities.
- Oversees the inspections of construction projects for compliance with the Limestone County and ALDOT requirements.
- Attends pre-construction meetings as required for county and state bid projects.
- Performs design activities for construction/maintenance of County projects.

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- Conducts various types of engineering surveys (horizontal, vertical, topographical, and/or construction) to determine parameters for project design.
- Makes independent engineering judgments in the field concerning roadways, drainage, and traffic control.
- Uses specialized equipment and techniques such as GIS, GPS, CAD software and surveys.
- Maintains documents and records of all work completed in association with Limestone County projects.
- Ensures proper traffic control is in place while construction crews are present.
- Reviews stormwater plans and ensures proper practices are in use during construction activities.
- Participates in professional associations and job-related organizations.
- Researches internet and professional sources for current practices and techniques.
- Performs related duties as assigned.

**KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of civil engineering principles and practices.
- Knowledge of public works infrastructure construction, maintenance, and repair principles.
- Knowledge of engineering design practices.
- Knowledge of research, data analysis, and report preparation methods.
- Knowledge of relevant federal and state laws, county ordinances, and department policies and procedures.
- Knowledge of computers and job-related software programs.
- Knowledge of County road and bridge systems. (Can be acquired on the job.)
- Knowledge of safety rules including accident causation and prevention.
- Knowledge of traffic regulations.
- Skills in problem solving, prioritizing, planning, directing the work of personnel, and written and verbal skills to communicate effectively with supervisor and co-workers.

# **MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 17, 2022**

## **COMMISSION MINUTES**

### **SUPERVISORY**

The County Engineer assigns work in terms of general instructions. The supervisor reviews work through conferences, reports, and observations of activities.

### **GUIDELINES**

Guidelines include the Manual of Uniform Traffic Control Devices, AASHTO design guides, ALDOT guidelines, NFIP flood regulations, ADEM stormwater regulations, as well as county and departmental policies and procedures. These guidelines require judgment, selection, and interpretation in application.

- The work consists of varied engineering, supervisory, and management duties. The need to balance a variety of competing interests and priorities contributes to the complexity of the work.
- The purpose of this position is to oversee subdivision and various development permits within the engineering department. Successful performance contributes to safe, well-maintained, and efficient county infrastructure.

### **CONTACTS**

- Contacts are typically with coworkers, other county employees, contractors, vendors, utility companies, construction companies, state and local government officials, engineers, surveyors, developers, architects, attorneys, bankers, and the general public.
- Contacts are typically to exchange information, resolve problems, and provide services.

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

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

### **SUPERVISORY AND MANAGEMENT RESPONSIBILITY**

This position has direct supervision over Engineering Support Assistant, Bridge Inspectors, Paving, Striping, and Sign crews.

### **MINIMUM QUALIFICATIONS**

- Knowledge and level of competency commonly associated with completion of a

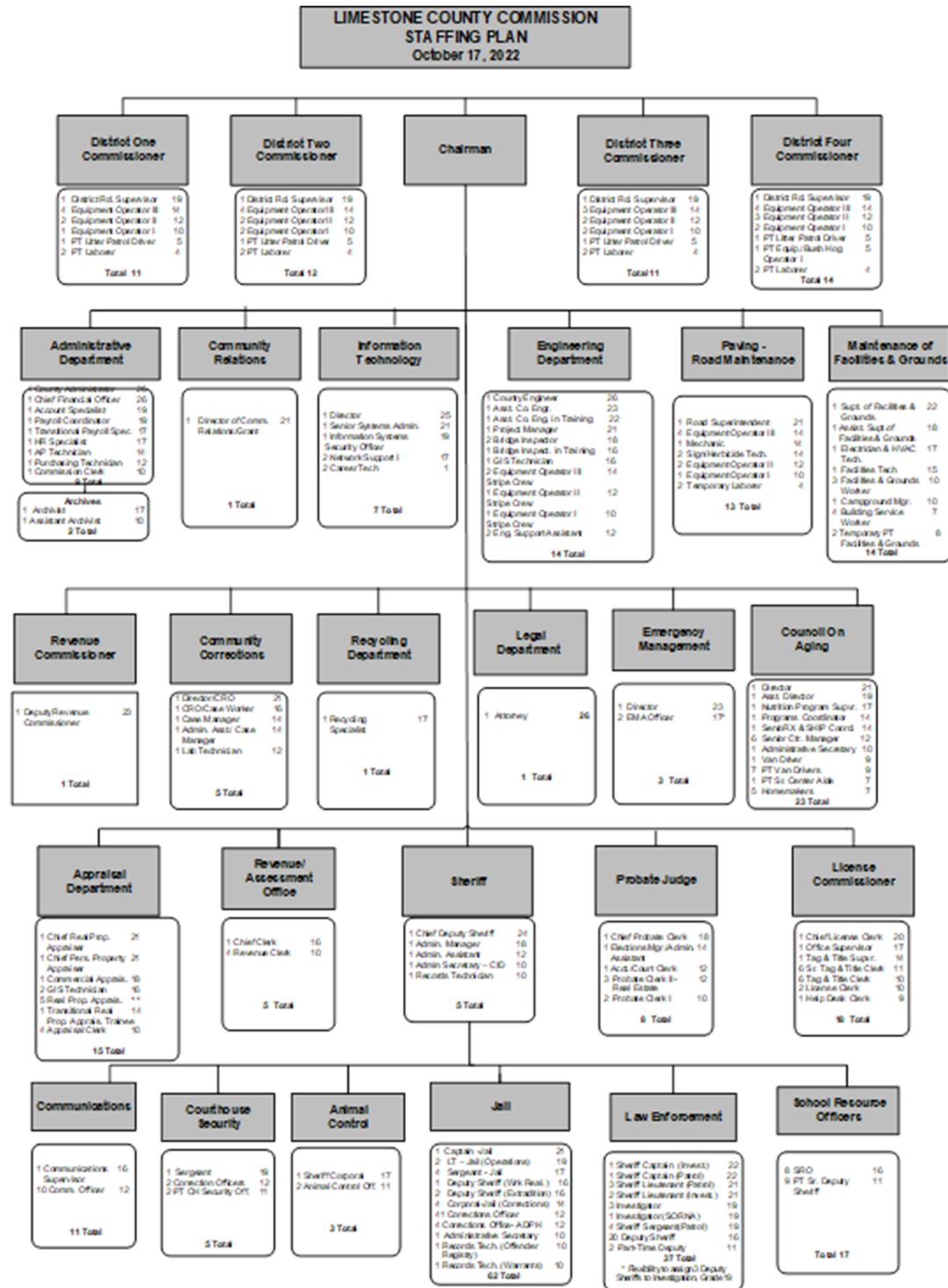
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baccalaureate degree in a course of study related to the occupational field or a minimum of 5 years' experience in roadway construction project management role.

- Adequate experience as a Roadway Project Manager or Registered as an Engineer Intern or Professional Engineer in the State of Alabama.
- Possession of a current and valid Driver's License; must be insurable.

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## COMMISSION MINUTES



**\*EMA Officer**

10 years' experience & required certifications: 19

**\*\*Real Property Appraiser**

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

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

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

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

Name	Position	Effective Date
Kathy Sims	Part-Time Van Driver	10/7/2022
Jacob Lamar	Corporal – Jail (Corrections)	11/1/2022
Jacquelin McNatt	Sergeant – Jail	11/1/2022
Jacob Rupp	Corrections Officer	11/1/2022
Jason Carter	District 4 Equipment Operator III	11/2/1998
Pamala Vinyard	Cowford Campground Manager	11/4/2022
Cody Burris	Corrections Officer	11/4/2022
Michael Bloodworth	Deputy Sheriff	11/4/2022
Judith A. Harvey	Chief Real Property Appraiser	11/8/2022
Mallory Townsend	Communications Officer	11/8/2022
Jennifer Easter	Revenue Clerk	11/9/2022
Elizabeth Clark	Probate Clerk II – Real Estate	11/14/2022
Lisa Kellum	Corrections Officer	11/15/2022
Alicia Sanders	Payroll Coordinator	11/19/2022
Caleb Ryan	Deputy Sheriff	11/19/2022
Robert Terry Boyd, Jr.	Road Superintendent	11/21/2022
Dale C. Townsend	Investigator – SORNA	11/23/2022
Paula Thompson	Revenue Clerk	11/24/2022
Jeff Sides	Corrections Officer	11/25/2022

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

**MOTION** was made by Daryl Sammet and seconded by Danny Barksdale to approve the following (1.) subdivisions and approve the following (2.) subdivisions that have been re-submitted with changes.

Name	S/D Type	Approval Type	Lots	District	Location
Graystone Subdivision, Phase 4	Major	Preliminary	53	1	At the end of Old School House Rd and the end of Carnaby Ln



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<b>Name</b>	<b>S/D Type</b>	<b>Approval Type</b>	<b>Lots</b>	<b>District</b>	<b>Location</b>
Southern Gayles Estates (addition of 5 lots)	Major	Preliminary	38	1	On the south side of Bain Rd approx. ½ mile east of the intersection with Mooresville Rd
Sonoma Valley Subdivision Phase 1 (Phase 1 has shifted to the south and lot sizes have changed)	Major	Preliminary	102	2	At the southwest corner of the intersection of Meadows Rd and Barksdale Rd

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.

Commissioner Black reported that District 3 was still cutting rights-a-way.

Chairman Daly thanked Sara James and Bethany Shockney for their attendance and mentioned the success of Fiddlers Convention and Story Telling Festival. In addition, he reminded everyone of the Sheriff's Office Trick or Treat on the Square. The Chairman also thanked everyone for the prayers for their family.

Adjourned at 10:13 a.m. until 9:00 a.m. on Monday, November 7, 2022 at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.