

LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING 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, Derrick Gatlin, 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 Derrick Gatlin to approve the minutes of April 3, 2023.

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

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

4/4/2023	0069474	\$ 18.00
4/4/2023	0069475 - 0069522	\$ VOID
4/4/2023	0069523-0069590	\$ 659,816.50
	TOTAL	\$ 659,834.50

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

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale approve a resolution to have the Alabama Legislature pass a local law pertaining to Limestone County to have referendum by popular vote of the citizens of Limestone County at the following general election on the issue of whether Limestone County remains a dry county or becomes a wet county under Alabama law.

The Chairman asked if there was any discussion. There was discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, nay; and LaDon Townsend, nay, because two (2) votes for aye and two (2) votes for nay, the Chairman voted on the matter in the negative, instead of the informative. The motion failed.

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve a resolution to award financing through Bryant Bank in the amount of \$1,040,775.21 for three (3) 28-yard Freightliner garbage trucks, and one (1) International service truck at an interest rate of 3.99% with a term of sixty (60) months fully amortized term loan, annual payments of principal and interest.

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**RESOLUTION
OF THE LIMESTONE COUNTY COMMISSION**

WHEREAS, meeting of the Limestone County Commission was held on **April 3, 2023** at the address of 100 South Clinton Street, Athens, Alabama at which the following were present:

1. Collin Daly, Chairman;
2. Daryl Sammet, District 1 Commissioner;
3. Danny Barksdale, District 2 Commissioner;
4. Derrick Gatlin, District 3 Commissioner; and
5. LaDon Townsend, District 4 Commissioner.

Chairman Collin Daly presided.

WHEREAS, on April 3, 2023, the Commission awarded financing through Bryant Bank in the amount of \$1,040,775.21 for three (3) 28-yard Freightliner garbage trucks and one (1) International service truck at an interest rate of 3.99% with a term of sixty (60) months fully amortized term loan, annual payments of principal and interest; and

THEREFORE, BE IT RESOLVED that the Limestone County Commission, acting by and through Collin Daly, as Chairman of the Limestone County Commission, be empowered and authorized to execute any and all documents necessary to obtain financing for the commercial loan(s) including but not limited to the Note and Security Agreement. This resolution covers any extensions, modifications, or renewals of said commercial loan(s).

Approved this 14th day of **April 2023**.

Collin Daly, Chairman

ATTEST:

Ellen Morell, Administrator

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve a resolution to award financing through Trustmark Banking & Financial Solutions in the amount of \$1,870,407.20 for solid waste roll-out carts at an interest of 4.17% with a term

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of sixty (60) months fully amortized term loan, annual payments of principal and interest.

**RESOLUTION
OF THE LIMESTONE COUNTY COMMISSION**

WHEREAS, meeting of the Limestone County Commission was held on April 3, 2023 at the address of 100 South Clinton Street, Athens, Alabama at which the following were present:

1. Collin Daly, Chairman,"
2. Daryl Sammet, District 1 Commissioner, -
3. Danny Barksdale, District 2 Commissioner;
4. Derrick Gatlin, District 3 Commissioner; and
5. LaDon Townsend, District 4 Commissioner.

Chairman Collin Daly presided.

WHEREAS, on April 3, 2023 the Commission awarded financing through Trustmark Banking & Financial Solutions in the amount of \$1,870,407.20 for solid waste rollout carts at an interest rate of 4.17% with a term of sixty (60) months fully amortized term loan, annual payments of principal and interest; and

THEREFORE, BE IT RESOLVED that the Limestone County Commission, acting by and through Collin Daly, as Chairman of the Limestone County Commission, be empowered and authorized to execute any and all documents necessary to obtain financing for the commercial loan(s) including but not limited to the Note and Security Agreement. This resolution covers any extensions, modifications, or renewals of said commercial loan(s).

Approved this 14th day of **April 2023**.

Collin Daly, Chairman

ATTEST:

Ellen Morell, Administrator

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

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MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve a resolution to address the issues surrounding stolen solid waste carts and/or multiple solid waste carts at residences.

LIMESTONE COUNTY COMMISSION RESOLUTION

A RESOLUTION APPROVING POLICY CONCERNING UNAUTHORIZED POSSESSION OF TRASH CARTS

WHEREAS, the Limestone County Commission ("Commission") through its Solid Waste Department provides trash carts to the residents of Limestone County ("County") who participate in the County's solid waste collection system; and

WHEREAS, the Solid Waste Department has reported to the Commission that there have been a number of trash carts that have entered into the possession of persons or households to who the trash carts are not assigned; and

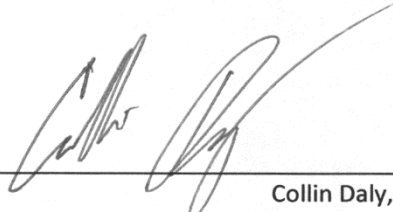
WHEREAS, the Commission believes that a policy is necessary to prevent the loss or misallocation of the trash carts;

NOW, THEREFORE, be it RESOLVED by The Limestone County Commission that the Commission approves, establishes, and directs its Solid Waste Department to enforce the following policy:

When it is reasonably determined by the Solid Waste Superintendent, or his or her designee, that a person or household is in possession of a Limestone County trash cart which is not assigned to the person or household, then the Solid Waste Superintendent or her designee shall take one of the following actions:

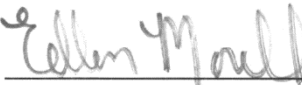
1. If between one and three trash carts are possessed, then the Solid Waste Department shall reassign those trash carts to the person or household in possession and begin charging the person or household for the carts at the rate set forth in the Limestone County Solid Waste Procedures.
2. If four trash carts or more are possessed, then the Solid Waste Superintendent, or his or her designee, at his or her discretion, shall either (a) file a report with the Limestone Sheriff's Office and request an investigation for potential prosecution of theft or other charges; or (b) reassign those trash carts to the person or household in possession and begin charging the person or household for the carts at the rate set forth in the Limestone County Solid Waste Procedures.

Done this 14th day of April, 2023.



Collin Daly, Chairman

Attest:



Ellen Morell, County 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; LaDon Townsend, aye; Danny Barksdale, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve a resolution for Solid Waste Department uniforms.

RESOLUTION
ADOPTING A UNIFORM POLICY FOR
SOLID WASTE DEPARTMENT EMPLOYEES OF THE
LIMESTONE COUNTY COMMISSION

WHEREAS, the Limestone County Commission wishes to provide uniforms of clothing for use by certain County employees while performing the functions of their positions with the Limestone County Commission in order to protect employee safety and to identify Limestone County Commission employees or to otherwise permit them to effectively perform their duties.

WHEREAS, the Limestone County Commission hereby determines that the County department's employees to whom the provision of uniforms is reasonably necessary for the safe and effective performance of their duties would be as follows:

1. Solid Waste Department.

NOW, THEREFORE, be it resolved by the Limestone County Commission that the necessary uniforms for the employees of the above listed department shall be provided by the County to those employees to ensure safety and identification and to otherwise enable those employees to perform their job duties.

Approved this 14th day of **April 2023**.

Collin Daly, Chairman

ATTEST:

Ellen Morell, Administrator

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

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MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve a Memorandum of Understanding between the Solid Waste Disposal Authority of Athens and Limestone County, Limestone County Alabama, and the City of Athens to enter into a contract with Fite Construction Company, LLC to perform certain work on the Solid Waste transfer station at 16100 BFI Lane, Athens, AL 35611.

MEMORANDUM OF UNDERSTANDING

This is a mutually established MEMORANDUM OF UNDERSTANDING ("MOU") between the Solid Waste Disposal Authority of Athens and Limestone County (the "Authority"); Limestone County, Alabama (the "County"); and the City of Athens ("Athens"). The Authority, the County, and Athens are also referred to, individually, herein as "Party" and, collectively, as "Parties".

WITNESSETH

Whereas, the Authority has entered into a contract with Fite Construction Company, LLC ("Contractor") to perform certain work on the solid waste transfer station at 16100 BFI Lane, Athens, AL 35611 ("Athens Transfer Station"), constituting a modification of that facility pursuant to Ala. Code § 22-27-48 ("Modifications").

Whereas, the County held a public hearing and granted the request of the Authority to modify the existing Athens Transfer Station;

Whereas, Athens held a public hearing and granted the request of the Authority to modify the existing Athens Transfer Station;

Whereas, the County and Athens have each agreed to pay one half of the costs of the Modifications, which shall be paid to the Authority as it is the Party in privity with Contractor;

Whereas, Athens has elected to finance its portion of the payments through First Metro Bank (the "Bank"), secured by its full faith and credit;

Whereas, the County has elected not to finance its portion of the payments; and

Whereas, it is to the mutual benefit of the Parties to coordinate and cooperate in the manner of the County and Athens making payment to the Authority for accomplishing the Modifications.

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

- I. The Authority agrees to:
 - A. Accept and use all funds paid by the County and Athens and received by the Authority pursuant to this MOU solely for the purpose of paying Contractor for accomplishing and furthering the Modifications, and for incidental costs and expenses reasonably related thereto, including but not limited to engineering and design costs associated with the Modifications.

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- B. Monitor the work of Contractor on the Modifications and reasonably ensure that the work is accomplished in a workmanlike, expeditious, and economical manner and in accordance with the written agreement regarding the Modifications the Authority has or will have with Contractor.
 - C. Timely present applications for payment from Contractor (or from other third parties, where such incidental cost and expenses are reasonably related to the Modifications) to the County and Athens and provide all documents, as reasonably necessary, for the County and Athens to provide to their auditors, accountants, and attorneys. Authority shall present applications for payment to the County and Athens in the form of an invoice with appropriate supporting documentation, including, but not necessarily limited to, the application(s) for payment from Contractor (or other third party, as applicable).
 - D. Make timely payments to Contractor (or other third party, as applicable) upon appropriate applications for payment after receiving funds for Modifications pursuant to this MOU from the County or Athens. Alternatively, the County or Athens may opt to make such payments directly to Contractor (or other third party, as applicable), rather than to the Authority.
- II. The County agrees to:
- A. Pay one half of the costs of the Modifications and incidental costs and expenses that are reasonably related to the Modifications not to exceed a total (for the County) of \$2,500,000.00.
 - B. Upon the receipt of an invoice with supporting documentation, either timely pay to the Authority amounts due on application for payment from Contractor (or other third party, as applicable), or timely pay those amounts to the Contractor (or other third party, as applicable), on behalf of the Authority.
- III. Athens agrees to:
- A. Pay one half of the costs of the Modifications and incidental costs and expenses that are reasonably related to the Modifications not to exceed a total (for Athens) of \$2,500,000.00.
 - B. Upon the receipt of an invoice with supporting documentation, either timely pay to the Authority (or cause such amounts to be paid by the Bank) amounts due on application for payment from Contractor (or other third party, as applicable), or timely pay those amounts to the Contractor (or other third party, as applicable) (or cause such amounts to be paid by the Bank) on behalf of the Authority.

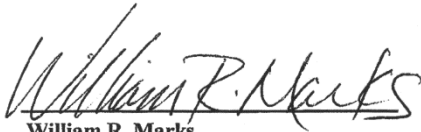
All Parties recognize that there may be occasions where, due to the need for timely payment or other circumstances, Athens or the County may proceed to cause the full amount of a particular Contractor's application for payment (or invoice from other third party, as applicable) to be paid, rather than just *Vi* of the same as provided for above, and in such event, Athens or the County (whichever one did not make such full payment) will thereafter promptly reimburse the other for *Vi* of such payment.

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- IV. The total amount paid to the Authority and/or Contractor (or other third parties, as applicable) pursuant to this MOU shall not exceed a total of \$5,000,000.00.
- V. This MOU shall take effect from date of execution of the last of the Authority, the County, and Athens shall remain in effect for two years from the effective date. This MOU may be extended or amended upon written agreement of the Parties.
- VI. This MOU shall be interpreted, construed and governed by the laws of Alabama and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this MOU, the Parties agree that venue for any litigation shall be in Limestone County, Alabama.

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

CITY OF ATHENS


William R. Marks

Mayor

Date: 4/11/2023

Attested by: 
Annette Barnes-Threet, City Clerk/Treasurer

LIMESTONE COUNTY COMMISSION

Collin D. Daly
Chairman

Date: _____

Attested by: _____
Ellen Morell, County Administrator

SOLID WASTE DISPOSAL AUTHORITY OF ATHENS AND LIMESTONE COUNTY

Collin D. Daly
Chairman
Date: _____

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

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to approve a Memorandum of Understanding between the Limestone County Commission and the Limestone County Board of Education with respect to the road construction benefitting Elkmont Elementary School.

MEMORANDUM OF UNDERSTANDING

Between the
Limestone County Board of Education
and the
Limestone County Commission

WHEREAS, the Board is constructing Elkmont Elementary School (“the School”) for the benefit of the students of Limestone County, Alabama. The existing roads at the location of the School are not sufficient to serve the needs of traffic to and from the School. In order for students, parents, and employees to be able to access the School in a reasonable and timely manner, SR-127 from Bob Jones Parkway to Upper Fort Hampton Road needs to be widened and additional turn lanes need to be added; and

WHEREAS, the Commission desires to assist the Board in increasing the quality of education in Limestone County. There are Federal STPAA funds available for the Project, but those funds must be paid to the Commission. The Commission has received a proposed Construction Agreement for a Federal Aid Project from the State of Alabama which is listed as Project No. STPAA-0127() and CPMS Ref# 100076302 (“the Construction Contract”). The Construction Contract estimates the total price of the Project as \$1,500,000.00, whereby Federal STPAA funds would cover \$1,200,000.00 of the cost and county funds would cover \$300,000.00 of the cost; and

WHEREAS, the Board desires that the Commission enter into the Construction Contract with the State in order to receive and use Federal STPAA funds for the Project. The Board further desires to fully reimburse the Commission for all reasonable and necessary costs related to the Project and not covered by Federal STPAA funds. The Board and the Commission desire to enter into this MOU to formalize their agreement with respect to: (a) the Project; (b) the Construction Contract with the State; and (c) the obligation of the Board with respect to costs related to the Project and not covered by the Federal STPAA funds; and

WHEREAS, it is to the benefit of the citizens of Limestone County and, thus, to the mutual benefit of the Board and the County to coordinate and cooperate in obtaining Federal STPAA funds for the project.

NOW, THEREFORE, in consideration of the above premises, the Parties agree as follows:

I. The Board agrees as follows:

(1) to remit payment to and reimburse the Commission in a timely manner for all reasonable and necessary costs under the Construction Contract which are not paid by Federal STPAA funds or by any other federal or State grant or other non-Commission source;

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(2) to cooperate with the Commission in any way reasonably necessary to effectuate the Construction Contract and complete the Project;

(3) to provide all information and documents reasonably necessary to effectuate the Construction Contract and complete the Project;

(4) to indemnify and hold harmless the Commission from all claims asserted against the Commission arising out of its performance of the Construction Contract and/or the completion of the Construction Contract and/or Project unless the claims arise out of willful misconduct on the part of the Commission or its employees. This provision shall not serve to waive the immunity of the Board under Article I, Section 14 of the Alabama Constitution.

II. The Commission agrees as follows:

(1) to enter into the Construction Contract with the State;

(2) to enter into any agreements necessary to effectuate its obligations under the Construction Contract and to complete the Project;

(3) to comply with all terms of the Construction Contract and with all applicable federal and state laws with respect to the Project; and

(4) to keep the Board informed about all matters relating to the project and to retain and provide the Board with all documentation and information necessary for the Board to properly perform its duties under this MOU.

III. This MOU shall become effective upon signature by the authorized officials of the Parties and will remain in effect until modified or lawfully terminated. This MOU shall terminate upon the completion of the Project and/or the lawful termination of the Construction Contract.

IV. It is agreed that if any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU, be enacted, then that conflicting provision in the MOU shall be deemed null and void.


This MOU shall be interpreted, construed, and governed by the laws of the State of Alabama and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this MOU, the Parties agree that the exclusive venue for any litigation shall be in Limestone County, Alabama.

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

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**LIMESTONE COUNTY BOARD
OF EDUCATION**

LIMESTONE COUNTY COMMISSION


Dr. Randy Shearouse
Superintendent
Date: 4/12/2023

Collin D. Daly
Chairman
Date: _____

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 Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve a yearly service contract with Rapiscan for the Courthouse's security scanner in the amount of \$4,989.60.



Service Contract Quote

Page 1

Service Plan Type 8X5
Contract No. CS008451
Accept Before 05/12/23
Starting Date 06/01/23
Expiration Date 05/31/24
Invoice Period Year
Next Invoice Date 06/01/23
Annual Amount 4,989.60

Rapiscan Systems Inc
 2805 Columbia Street
 Torrance, California 90503

Phone No. +1 310-978-1457
Fax No. +1 310-349-2492

Buyer
 Limestone County Commission
 Ellen Morell
 310 West Washington Street
 ATHENS, AL 35611
 United States of America

Invoice-to
 Limestone County Commission
 310 West Washington Street
 ATHENS, AL 35611
 United States of America

Buyer Address
 Limestone County Commission
 Ellen Morell
 310 W. Washington St.
 Athens, AL 35611
 United States of America

Phone No. 256-216-3415
 E-Mail

Service Item No.	Description	Item No.	Serial No.	Unit of Measure	Response Time (Hour)	Service Period	Line Value
FSI01310	RAPISCAN 618XRW, WBS, D	618XRW14	7151810	MTR	48	1Y	4,989.60

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Sub-Total 4,989.60
Discount

Total USD : 4,989.60

Prepared by: Janel Doumerc

COVID-19 MESSAGE: Due to the global COVID-19 pandemic, Rapiscan may experience supply chain interruptions, travel restrictions and the implementation of health & safety procedures that could delay product deliveries, product installations, spare parts availability, maintenance and repair work, and technical support, among other deliverables and services. Rapiscan will endeavor to plan for and limit the impact that these and other types of force majeure events may have on you – our customer – but we cannot guarantee currently anticipated performance dates and response times.

This Quotation/Proposal is subject to Rapiscan Service Terms and Conditions G502 (the "Service Terms"), available at www.rapiscansystems.com/termsandconditions. Notwithstanding the foregoing, if Buyer has a pre-existing framework agreement with Rapiscan under which it will place its order for the products and services identified in this Quotation/Proposal (e.g., authorized service provider agreement, master ordering agreement agreement), then this Quotation/Proposal is subject to such pre-existing framework agreement. By accepting this Service Quotation and/or our performance hereunder, Buyer agrees to be bound by the Service Terms.

Buyer

Signature: _____

Name: _____

Title: _____

Date: _____

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

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve a Service Agreement with Waste Away Group, Inc. for services at the East Limestone, Tanner, and Owens' Senior Centers.

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Waste Away Group, Inc.
2555 Meridian Blvd, Suite 200
Franklin, TN, 37067-6366
(800) 333-7705

WM Agreement # **S0016875119**
Customer ID **12-83765-53005**
Acct. Name **THE EAST LIMESTONE SENIOR CENTER**
Salesperson **Stacey Chambers**
Effective Date **4/4/2023**
Last PI Date **03/13/2023**

Service Agreement Non-Hazardous Waste Service Summary

Service Information

Name **THE EAST LIMESTONE SENIOR CENTER** Contact **Sabrina Bates**
Address **25820 NICK DAVIS RD** Telephone # **3092218987**
City State Zip **ATHENS, AL 35613-6160** Fax #
County/Parish **LIMESTONE** Email **sabrina.bates@limestonecounty-al.gov**

Billing Information

Name **LIMESTONE COUNTY COMMISSION** Contact **Sabrina Bates**
Address **310 W WASHINGTON ST** Telephone # **3092218987**
City State Zip **ATHENS, AL 35611-2597** Fax #
County/Parish **LIMESTONE** Email **sabrina.bates@limestonecounty-al.gov**

Customer Comments:

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	4 Yard FEL	MSW Commercial	1xEvery Other Week (Odd)	Lock Service Recurring	\$ 15.00
				Fuel & Environmental/RCR	\$ 44.89 *
					\$ 72.00

Current rate for Extra Pickup: \$ 189.00

Current FSC 21.94%, EVC 20.00%, RCR 3.60%

MONTHLY TOTAL : \$ 131.89 *

Customer's Waste Materials not to exceed an average weight of 12 lbs/yard.

Administrative Charge \$ 8.50 *
MONTHLY GRAND TOTAL \$ 140.39 *

Initial One Time Service Charges*

Initial Delivery \$ 235.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature Ellen Morell Printed Name Title Date

Company Waste Away Group, Inc. Printed Name Waste Management Sales Rep. Title Date

Terms and Conditions on following page(s)

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Waste Away Group, Inc.
2555 Meridian Blvd, Suite 200
Franklin, TN, 37067-6366
(800) 333-7705

WM Agreement #	S0016875021
Customer ID	21-38264-33001
Acct. Name	TANNER NUTRITION CENTER
Salesperson	Stacey Chambers
Effective Date	4/4/2023
Last PI Date	12/14/2022

Service Agreement Non-Hazardous Waste Service Summary

Service Information			
Name	TANNER NUTRITION CENTER	Contact	Sabrina Bates
Address	13589 LUCAS FERRY RD	Telephone #	(256) 233-6412
City State Zip	ATHENS, AL 35611-6119	Fax #	
County/Parish	LIMESTONE	Email	sabrina.bates@limestonecounty-al.gov

Billing Information			
Name	LIMESTONE COUNTY COMMISSION	Contact	Pam Ball
Address	310 W WASHINGTON ST	Telephone #	(256) 233-6412
City State Zip	ATHENS, AL 35611-2561	Fax #	
County/Parish	LIMESTONE	Email	pam.ball@limestonecounty-al.gov
PO#			

Customer Comments: Courtesy credit \$100. applied to account with fully executed updated pricing agreement.

Service Description & Recurring Rates					
Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	4 Yard FEL	MSW Commercial	1xEvery Other Week (Odd)	Lock Service Recurring Fuel & Environmental/RCR	\$ 59.42 \$ 15.00 \$ 38.40

Current rate for Extra Pickup: \$ 189.00 Current FSC 21.94%, EVC 20.00%, RCR 3.60% **MONTHLY TOTAL : \$ 112.82***

Customer's Waste Materials not to exceed an average weight of 12 lbs./yard. **Administrative Charge \$ 8.50***
MONTHLY GRAND TOTAL \$ 121.32*

Initial One Time Service Charges* **As Needed Services***

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Ellen Morell	Printed Name		Title		Date	
Company Waste Away Group, Inc.		Printed Name		Waste Management Sales Rep.		Date	

Terms and Conditions on following page(s)

LIMESTONE COUNTY COMMISSION, APRIL 14, 2023 COMMISSION MEETING MINUTES

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Waste Away Group, Inc.
2555 Meridian Blvd, Suite 200
Franklin, TN, 37067-6366
(800) 333-7705

WM Agreement #
Customer ID
Acct. Name
Salesperson
Effective Date
Last PI Date

S0016875718
19-12052-83005
OWENS SENIOR CENTER
Stacey Chambers
4/4/2023
10/13/2022

Service Agreement Non-Hazardous Waste Service Summary

Service Information

Name **OWENS SENIOR CENTER** Contact **Tracy Mcconnell**
Address **20011 AL HIGHWAY 99** Telephone # **(256) 230-2753**
City State Zip **ATHENS, AL 35614-5342** Fax #
County/Parish **LIMESTONE** Email **tracy.mcconnell@limestonecounty-al.gov**

Billing Information

Name **OWENS SENIOR CENTER** Contact **ellen morell**
Address **310 W WASHINGTON ST** Telephone # **(256) 230-2753**
City State Zip **ATHENS, AL 35611-2561** Fax #
County/Parish **LIMESTONE** Email **ellen.morell@limestonecounty-al.gov**

Customer Comments:

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	4 Yard FEL	MSW Commercial	1xEvery Other Week (Odd)	Lock Service Recurring	\$ 27.57
				Fuel & Environmental/RCR	\$ 47.14 *
					\$ 63.80

Current rate for Extra Pickup: \$ 189.00

Current FSC 21.94%, EVC 20.00%, RCR 3.60%

MONTHLY TOTAL : \$ 136.51 *

Customer's Waste Materials not to exceed an average weight of 12 lbs/yard.

Administrative Charge \$ 8.50 *
MONTHLY GRAND TOTAL \$ 147.01 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature **Ellen Morell** Printed Name Title Date

Company Waste Away Group, Inc. Printed Name Waste Management Sales Rep. Title Date

Terms and Conditions on following page(s)

LIMESTONE COUNTY COMMISSION, APRIL 14, 2023

COMMISSION MEETING MINUTES

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WM Agreement # S0016875119

1. (a) **SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/die-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste fires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
2. **CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
3. **TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's Service location(s) after the effective date of this Agreement.
4. (a) **CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) **PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) **CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
5. **INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

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LIMESTONE COUNTY COMMISSION, APRIL 14, 2023

COMMISSION MEETING MINUTES

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7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

**LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING MINUTES**

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

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve an Equipment Rental Agreement between the Limestone County Commission and AGCO for the lease of equipment for District 3 not to exceed an expense of \$6,500.00.

not to exceed \$6500.00



EQUIPMENT RENTAL AGREEMENT

				Dealer Code: _____
LESSOR RENTAL AGREEMENT BETWEEN				
(LESSOR) _____ (Address) _____ _____ an authorized AGCO Farm Equipment Dealer and				
(LESSOR) _____ (Address) _____				
(LESSEE) _____ (Address) _____				
LESSEE hereby leases from LESSOR the following equipment ("Equipment"), for the rental period and at the rental rates shown below.				
EQUIPMENT BRAND: _____		MODEL: _____		SERIAL: _____
EQUIPMENT BRAND: _____		MODEL: _____		SERIAL: _____
EQUIPMENT BRAND: _____		MODEL: _____		SERIAL: _____
RENTAL PERIOD	COMBINES	RENTAL RATE TRACTORS	OTHER	
NOT TO EXCEED 90 DAYS	SEPARATOR HOURS FOR AGREED RENTAL PERIOD	ENGINE HOURS FOR AGREED RENTAL PERIOD	RATE PER _____	
FROM: ____/____/____	Maximum Separator Hours @ _____	Maximum Engine Hours @ <u>\$21/hr</u>	Minimum _____	
TO: ____/____/____ Month/Day/Year	Rate per Separator Hour \$ _____	Rate per Separator Hour \$ _____	Maximum \$ _____	
The Equipment will be kept and used by LESSEE solely at _____				
PUBLIC LIABILITY INSURANCE:		PROPERTY DAMAGE INSURANCE:		
Policy No. _____		Policy No. _____		
Insurance Carrier _____		Insurance Carrier _____		
Policy Holder _____		Policy Holder _____		
Location		Date	Amount	
Delivery to Lessee at:				
Pickup (return to Lessor) at:				
Rental Prepayment for:				
		Taxes and other Charges		
		Total Payment Due on Delivery		
		@ _____ Additional Hrs.		
		Net Due upon Return		
	DATE	TIME	HOUR METER READING	
Time In				
Time Out				
	TOTAL HOURS			
LESSOR AND LESSEE AGREE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT.				
THE DEALER DESIRES TO RENT OR LEASE CERTAIN INVENTORY ITEMS FINANCED BY AGCO CORPORATION AND BY THE SIGNING OF THIS RENTAL AGREEMENT BY THE DEALER/LESSOR, THE "AGREEMENT FOR WHOLESALE FINANCING" (SECURITY AGREEMENT) BETWEEN AGCO CORPORATION AND THE DEALER IS AMENDED IN PARAGRAPH #5 TO PERMIT RENTAL OR LEASE OF THE EQUIPMENT DESCRIBED ABOVE. SUCH RENTAL MUST MEET THE CONDITIONS AND APPROVALS AS ANNOUNCED FROM TIME TO TIME BY AGCO CORPORATION. THIS RENTAL CONTRACT HAS BEEN ASSIGNED TO AGCO CORPORATION.				
Lessor _____		Lessee _____		
By _____ DEALER		By _____ CUSTOMER		

**LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING MINUTES**



TERMS AND CONDITIONS

LIABILITY: Lessee assumes all the risk and liability and shall hold the Lessor and its assigns harmless from all claims, liabilities or expenses for injuries or death to persons or loss or damage to property allegedly caused by any equipment or arising out of the use, procession or transportation thereof. Lessor shall not be liable to Lessee for any loss, cost damage, or expenses suffered or incurred by Lessee in the operation, maintenance or use of the equipment or from inability to use or operate it for any reason.

INSURANCE: Lessee agrees to maintain at its sole expense at all times during the term of this lease and until the Equipment is returned to the possession of the Lessor liability insurance in an amount not less than \$500,000 per occurrence, combined single limit naming the Lessor and AGCO Corporation as additional named insureds and physical damage insurance in an amount equal to the list price of the Equipment naming the Lessor and AGCO Corporation as the loss payees. Lessee shall provide Lessor with a certificate of insurance evidencing that the aforesaid coverages are in force and will not be canceled or materially altered without twenty (20) days prior written notice to Lessor.

WARRANTY AND MAINTENANCE: The Warranty which has been received and read by the Lessee, initialed by each party and attached hereto, which is incorporated herein, is the only Warranty applicable to the equipment included under the lease. Warranty work must be performed by an authorized AGCO dealer. Lessee agrees at its own cost and expense to maintain the equipment with parts manufactured or sold by the Lessor and make any necessary repairs.

SERVICE AND USE: Equipment will be pre-delivered by an authorized AGCO dealer prior to delivery to the Lessee. Lessee will be instructed as to the proper use and operation of said equipment. Lessee agrees to care for the equipment in a careful and prudent manner and to make at this expense any and all repairs which may be necessary to keep the equipment in good condition, reasonable use, parts and service covered by warranty and wear thereof, excepted. Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the equipment and with all policies of insurance on the same. Upon return of the equipment, Lessor's authorized AGCO dealer will inspect the Equipment to insure compliance to the aforementioned service and use terms and conditions. Should extraordinary repair be required to the Equipment because of misuse, accident, modification or unapproved service, the service work required to correct these deficiencies will be performed by an authorized AGCO dealer at published service and parts rates and charges for the same shall be the sole liability of the Lessee;

TAXES: Lessee agrees to pay and save Lessor harmless from all taxes arising out of lease, possession and use of the Equipment leased hereunder and agrees to reimburse Lessor for all taxes paid by Lessor due to its ownership of said equipment (exception any taxes measured by the income or profit of Lessor).

DEFAULT: Any one of the following shall, at the option of Lessor, constitute a default by Lessee: (a) failure by Lessee to comply with or perform any of the provisions of this lease, including supplements and attachments thereto; (b) the institution by or against Lessee or its property of a proceeding in bankruptcy, receivership, insolvency, or reorganization, or the application for a Lessee's consent to any arrangement or composition with creditors; (c) the making or permitting by Lessee of any unauthorized use, assignment or transfer of a unit of Equipment; or (d) failure by Lessee to make any rental payment within five (5) days of the due date.

REMEDIES: In the event of default by Lessee, the Lessor may terminate the lease, take possession of the equipment and demand immediate payment of all unpaid rentals from Lessee.

TITLE: Lessor represents to Lessee that he is the lawful owner of the Equipment rented hereunder and Lessor has the right to rent said Equipment. It is agreed this agreement is a rental agreement only and that title to said equipment shall at all times vest in Lessor unless transferred to Lessee through sale.

ASSIGNMENT: Lessee may not assign this lease without the written approval of Lessor. Lessor may freely assign this lease.

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

**LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING MINUTES**

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE LIMESTONE COUNTY COMMISSION
AND THE TOWN OF ELKMONT
REGARDING DEBRIS REMOVAL AND MONITORING
SERVICES**

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

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

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

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

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

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

LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING MINUTES

WHEREAS, the Limestone County Commission and the town of Elkmont, 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 Elkmont 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.
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 Elkmont shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Limestone County Commission or its designated county personnel shall be provided.
9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.
10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or

**LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING MINUTES**

monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Limestone County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

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

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

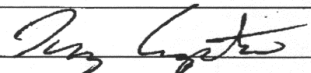
13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of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

14. 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.

15. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from March 22, 2023 until December 31, 2028, but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2028. Either party may terminate this memorandum of understanding upon sixty (60)-days' notice in writing to the other party.

Executed on this the 22 day of March, 2023

_____, Chairperson
Limestone County Commission

, Mayor
Town of Elkmont

**LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING MINUTES**

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

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

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

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

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

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

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

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

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

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 7 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Athens City Council shall, unless waived by the county commission, send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.

LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING MINUTES

3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Limestone County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.
6. That the city of Athens shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Limestone County Commission or its designated county personnel shall be provided.
9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.
10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Limestone County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.
11. That, unless alternative arrangements are made between the county and municipality prior to the county providing the municipality with debris removal and/or monitoring services as provided herein, the municipality shall reimburse the Limestone County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;
12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

**LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING MINUTES**

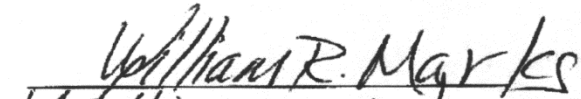
13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of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

14. 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.

15. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from March 22, 2023 until December 31, 2028 but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2028. Either party may terminate this memorandum of understanding upon sixty (60) days' notice in writing to the other party.

_____, Chairperson

Limestone County Commission



Mayor

City of Athens

**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

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

LIMESTONE COUNTY COMMISSION, APRIL 14, 2023 COMMISSION MEETING MINUTES

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.
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.

LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING MINUTES

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within (he 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.

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

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

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

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

14. 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.

15. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from March 22,2023 until December 31, 2028 but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2028. Either party may terminate this memorandum of understanding upon sixty (60) days' notice in writing to the other party.


Executed on this the 22nd day of March 2023.

**LIMESTONE COUNTY COMMISSION, APRIL 14, 2023
COMMISSION MEETING MINUTES**

Executed on this the _____ day of _____, 20__.

_____, Chairperson

Limestone County Commission


_____, Mayor

Town of Ardmore

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 Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve the following budget revision:

Department	Account Number	Title of Line Item	Amount
Solid Waste	104-54150-549	Miscellaneous Equipment	+\$12,500.00
	104-35910	Budgetary Fund Balance	-\$12,500.00

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

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve to hire Caleb Ryan as a Deputy Sheriff, pending a drug screening.

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

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve to hire Brandi Nicole Paustian as a Probate Clerk II. Said position will initially be considered a temporary position with this becoming a permanent placement June 1, 2023.

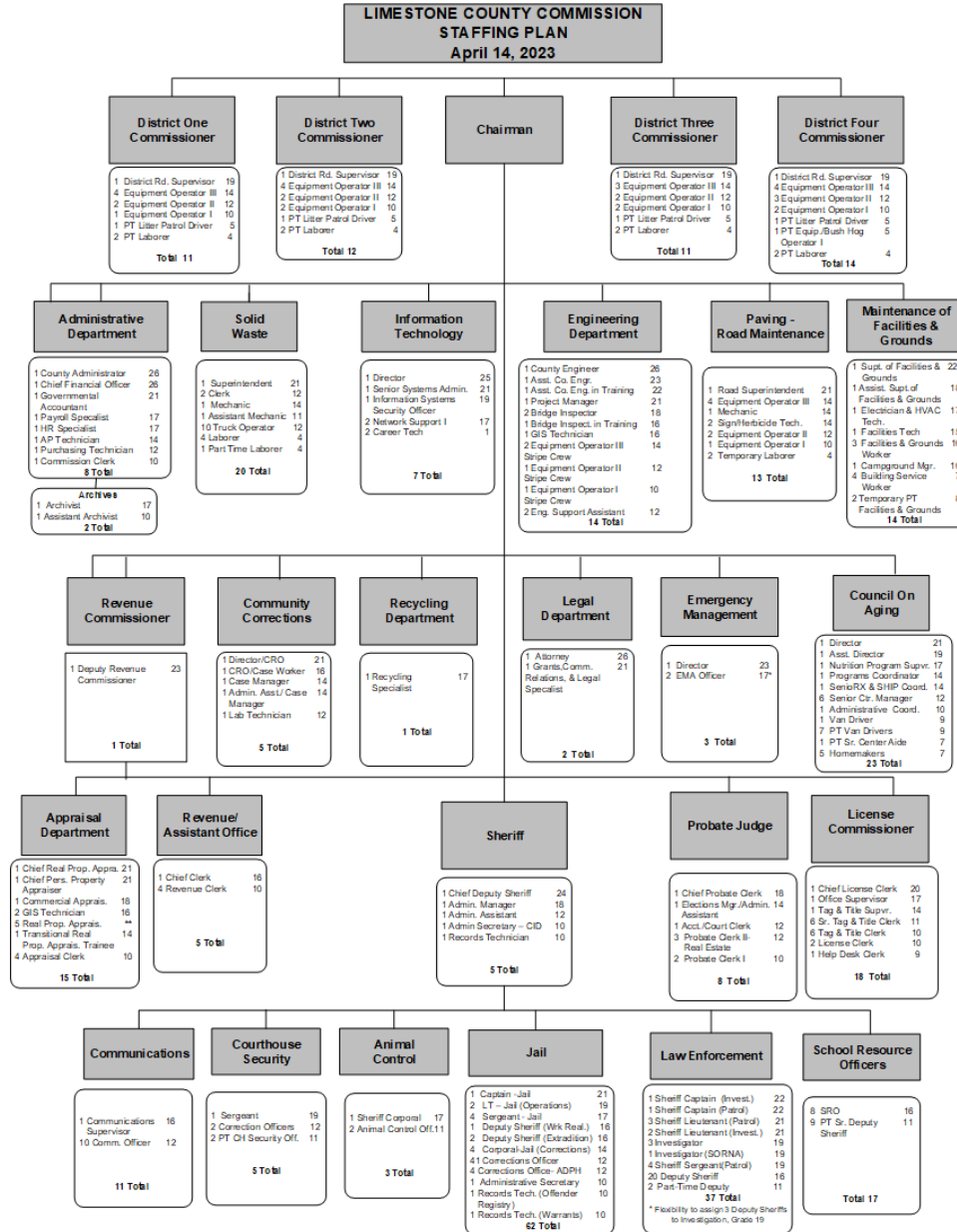
The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve to hire Jania Sheree Auston as a Recording Clerk II, in the in the Limestone County Probate Office.

LIMESTONE COUNTY COMMISSION, APRIL 14, 2023 COMMISSION MEETING 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 Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to amend Staffing Plan to remove one (1) Payroll Coordinator, in the Administrative Department.



*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 ADPPH grant which will go through July 31, 2024.
 Solid Waste Dept. voted 11/22/2022
 SW job Descript voted. 1/3/2023
 Acct. Specialist voted 1/3/2023
 Grants, Comm. Relations, & Legal Spec. voted 1/3/2023

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MOTION was made by LaDon Townsend and seconded by Derrick Gatlin 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
Brian Coleman	Bridge Inspector Trainee	5/5/2023
George Hamby Jr.	Equipment Operator III	5/8/2023
Hugh Watson	Sign/Herbicide Technician	5/7/2023
Hunter Gatlin	Equipment Operator III	5/20/2023
Joseph Mears	Equipment Operator III	5/6/2023
Samuel Long	Equipment Operator II	5/4/2023
Sharon Wilson	Engineering Support Assistant	5/17/2023
Travis Austiell	Equipment Operator III	5/13/2023
Quentin Wise	Equipment Operator III	5/7/2023

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

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

Name	S/D Type	Approval Type	Lots	District	Location
Smith Serenity Farm Subdivision	Minor	Preliminary & Final	2	4	South of the Salem Minor Hill Rd & Short Cut Rd intersection on the east side of Salem Minor Hill Rd.
Chastain Acres – replat of Tracts 5A & 6A	Minor	Preliminary & Final	2	4	1 mile north of the AL Hwy 99 & Myers Rd intersection on the east side of Myers Rd
Holland Hills Subdivision, Addition 1	Major	Preliminary	38	2	Approx. 1800' north of Pepper Rd on the west side of Mooresville Rd
Capshaw Church of Christ Subdivision	Minor	Preliminary & Final	2	2	North side of Capshaw Rd west of the intersection with Old Railroad Bed Rd
Buford & Lucille Sanderson Subdivision – replat Tract 9	Minor	Preliminary & Final	2	2	East side of Boocille Lane north of the intersection of Capshaw Rd

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MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve to sell the following on GovDeals:

Department	Item	Serial #
District 3	600 Gallon Storage Tank	VIN #-4026-2

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

Commissioner Sammet asked the general public to please continue to be patient during this change with the garbage pickup.

Commissioner Barksdale stated that he continues to get phone calls regarding speeding on Newby Road. Commissioner Barksdale asked Engineer Marc Massey if the speed limit could be changed on Newby Road, from the Rock Quarry, to Mooresville Road to a speed limit of 35. Engineer Massey stated that he would investigate the matter, and that the decision would depend on the traffic counts, and types of traffic. Commissioner Barksdale also stated he would like to put stop signs with radars built into them on Newby Road. He also addressed the Commission about moving the Work Session meetings to the Wednesday before the Commission Meeting.

Commissioner Gatlin reminded the citizens about second garbage cans becoming available. Also, stated that they are finishing up paving Malone and Carter Roads.

Commissioner Townsend stated his crew is out prepping roads to be paved, thanked all the Solid Waste department for their hard work.

Chairman Daly stated that last week was Proclaimed as Telecommunication week. Thanked everyone for their public comments. Also, thanked all the Solid Waste Department, and all of the County Employees for their hard work.

Adjourned at 10:45 a.m. until 9:00 a.m. on Monday, May 1, 2023 at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.