

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 20, 2023
COMMISSION MEETING MINUTES

The Limestone County Commission met in a regular meeting today, at 9:40 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 Danny Barksdale to approve the minutes of March 6, 2023.

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

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve the following claims:

3/10/2023	0069194 - 0069272	\$ 548,698.31
3/10/2023	0069273	\$ 328.05
3/14/2023	0069274 - 0069275	\$ 1,531.00
3/16/2023	0069276	\$ 16,800.00
3/17/2023	0069277 - 0069334	\$ 353,428.77
	TOTAL	\$ 920,786.13

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. Derrick Gatlin, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

There was an opportunity for citizens to speak at the public hearing regarding the Athens Solid Waste Transfer Station, and there were no citizens that spoke, and the public hearing was then closed.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve a resolution for the modification of an existing Solid Waste management site.

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RESOLUTION NO. _____

**A RESOLUTION APPROVING THE MODIFICATION OF AN EXISTING
SOLID WASTE MANAGEMENT SITE**

WHEREAS, on May 6, 2022, there was a fire at the existing solid waste transfer station located at 16100 BFI Lane, Athens, Alabama 35611, which damaged the site;

WHEREAS, the Solid Waste Disposal Authority of Athens and Limestone County (“Authority”) plans to repair and improve the transfer station;

WHEREAS, the project consists of a new 10,000 square foot metal prefabricated building, a new 5,000 square foot metal prefabricated building, reinforced concrete stem walls, reinforced concrete tipping floor, heavy duty concrete paving, leachate management system, utilities, and site improvements;

WHEREAS, the new additions will be located at the existing transfer station site, and will be funded by the Authority;

WHEREAS, the Authority owns the transfer station and the real property upon which it sits, and the transfer station will continue to be operated by BFI Waste Services, LLC (d/b/a Republic Services of Huntsville);

WHEREAS, this work is entirely consistent with the current Limestone County Solid Waste Management Plan, which provided for a solid waste transfer station located at this site, used by Limestone County with respect to the solid waste generated within its jurisdiction;

WHEREAS, this project does not affect the current waste type or waste stream related to this location;

WHEREAS, the Authority has requested that the Limestone County Commission (“Commission”) approve this modification of an existing solid waste management site;

WHEREAS, the Commission has held a public hearing concerning this matter, at which time there was an opportunity for public comment, and that hearing was advertised by a public notice (describing the project) in the *Athens News Courier* between 30 and 45 days prior to the hearing;

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WHEREAS, the Commission wishes to grant the Authority's request for approval;

and

WHEREAS, in making this decision, the Commission has considered the following criteria:

- (1) The consistency of the proposal with this jurisdiction's solid waste management need as identified in the Limestone County Solid Waste Management Plan;
- (2) The relationship of the proposal to local planned or existing development or the absence thereof, to major transportation arteries, and to existing state primary and secondary roads;
- (3) The location of a proposed facility in relationship to existing industries in the state that generate large volumes of solid waste, or the relationship to the areas projected for development of industries that will generate solid waste;
- (4) Costs and availability of public services, facilities and improvements required to support the proposed project and protect public health, safety, and the environment;
- (5) The impact of the proposed project on public safety and provisions made to minimize the impact on public health and safety; and
- (6) The social and economic impacts of the proposed project on the affected community, including changes in property values, and social or community perception.

THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION OF LIMESTONE COUNTY, ALABAMA on March 20, 2023 at AM, that pursuant to § 22-27-48(b) of the *Code of Alabama*, the Commission grants the Authority's request for approval of the project described in this Resolution, a modification of an existing solid waste management site located at 16100 BFI Lane, Athens, Alabama 35611.

ADOPTED this the 20th day of March 2023.

**COLLIN DALY
CHAIRMAN, LIMESTONE COUNTY COMMISSION**

CERTIFICATION OF COUNTY ADMINISTRATOR

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, Ellen Morell, County Administrator of the Limestone County, Alabama, do hereby certify that the above and

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foregoing is a true and correct copy of a Resolution duly adopted by the County Commission of Limestone County, Alabama, on the 20th day of March 2023.

Witness my hand and seal of office this 20th day of March 2023.

Ellen Morell, County Administrator

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

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve a resolution to enter an agreement with PH&J Architects for architectural, and engineering services for a new health care unit in the county jail.

**RESOLUTION TO SELECT QUALIFIED FIRM
FOR ARCHITECTURAL/ENGINEERING SERVICES, NEGOTIATE A CONTRACT,
AND EXPEND AMERICAN RESCUE PLAN ACT FUNDS TO SUPPORT AN
ELIGIBLE PROJECT**

WHEREAS, Limestone County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, consistent with the Final Rule the County may expend ARPA funds to invest in behavioral health facilities and equipment and as support for the prevention or mitigation of COVID-19 in congregate settings like jails; and

WHEREAS, the County wishes to build out a new health care unit in the county jail, which will greatly enhance the ability to provide mental health and crisis intervention services as well as provide capabilities to quarantine and social distance to prevent the spread of communicable diseases like COVID-19 (the "project"); and

WHEREAS, the County has determined that it is in need of engaging a qualified architect/engineering firm to provide design services to support the project and that the expense to do so would be a reasonable and necessary expenditure of the County's ARPA funds; and

WHEREAS, the County issued a request for proposals ("RFP") on February 10, 2023, for architectural and engineering services to facilitate the project; and

WHEREAS, two proposals were received in response to the RFP, which were evaluated by County staff members based upon the objective criteria in the RFP; and

WHEREAS, based upon the review, County staff members recommend that PH&J Architects, Inc. be selected as the firm with which to enter into negotiations for these projects and that Goodwyn Mills and Cawood be designated as an alternate should negotiations fail with the selected firm; and

WHEREAS, the Limestone County Commission ("Commission") has reviewed the recommendation and proposals and is satisfied, based upon the contents of the proposal and the objective criteria in the RFP, that the firms

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are qualified to complete the work; and

WHEREAS, the Commission desires to enter into an agreement with PH&J Architects, Inc. to provide services as outlined in the RFP.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows;

1) The Commission hereby directs the County to enter into negotiations with PH&J Architects, including the negotiation of a reasonable fee structure, consistent with the terms and conditions of the County's ARPA award and this Resolution.

2) Should the County and PH&J Architects, Inc. fail to reach an agreement within a reasonable amount of time, the Chairman may, in his/her discretion, terminate negotiations with PH&J Architects, Inc. and enter into negotiations with Goodwyn Mills Cawood under the same parameters.

3) Upon successful negotiation of an agreement as set forth in this Resolution, the Commission hereby delegates authority to the Chairman to execute a contract for design services provided that the contract:

- a) includes a reasonable fee for services as determined by the Chairman; and
- b) is consistent with the terms and conditions of the County's ARPA award and this Resolution.

4) Upon execution of the contract by the Chairman, the Limestone County Commission hereby authorized to expend ARPA funds to cover the cost of services as described herein to facilitate the provision of these services.

5) The ARPA Program Manager is charged with ensuring that ARPA funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

6) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any expenses not obligated by December 31,2024, and expended by December 31,2026.

IN WITNESS WHEREOF, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 20th day of March 2023.

Collin Daly, Chairman
Limestone County Commission

Attest:

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Ellen Morell, County Administrator

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 Daryl Sammet and seconded by Danny Barksdale to approve a resolution establishing solid waste policies.

LIMESTONE COUNTY COMMISSION RESOLUTION
A RESOLUTION ESTABLISHING SOLID WASTE POLICIES

WHEREAS, the Limestone County Commission (“Commission”) established a Solid Waste Department for the purpose of collecting and transporting solid waste, as permitted by the Code of Ala. 1975, Section 22-27-3; and

WHEREAS, Alabama law requires each jurisdiction collecting and transporting solid waste to identify a Solid Waste Officer and the Commission desires to identify such solid waste officer; and

WHEREAS, the Solid Waste Department requires policies and procedures for the orderly collection and transportation of solid waste; and

WHEREAS, the Commission desires to establish certain rates relevant to collection and transportation services; and

WHEREAS, in accordance Code of Ala. 1975, Section 22-27-3(a)(2), the Commission further desires to reaffirm that unincorporated Limestone County is a mandatory public participation jurisdiction for solid waste collection;

NOW, THEREFORE, BE IT RESOLVED by the Limestone County Commission at its meeting on March 20, 2023, that unincorporated Limestone County, Alabama is a jurisdiction that requires mandatory participation in its solid waste collection program; and

BE IT FURTHER RESOLVED that the Commission designates its Solid Waste Superintendent as its “Solid Waste Officer”, as defined by Code of Ala. 1975, Section 22- 27-1(b), who shall exercise the authority and perform the duties delegated to the Solid Waste Officer by the Solid Wastes and Recyclable Materials Management Act, Ala. Code 1975, Section 22-27-1, et seq.; and

BE IT FURTHER RESOLVED that the Commission authorizes its Solid Waste Officer to create and enforce Limestone County Solid Waste Procedures, which are not inconsistent with Alabama law and the other procedures, policies, and resolutions of the Commission and which are subject to the review and approval of the County Engineer and the County Attorney; and

BE IT FURTHER RESOLVED that the Commission authorizes the County Engineer to enter into agreements, and to sign all necessary documents, on behalf of the Commission with individuals who do not receive bills for services from Athens Utilities to provide

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residential solid waste collection services to each such individual's household; and

BE IT FURTHER RESOLVED that the rate for providing an additional garbage cart to a household who already subscribes to Limestone County's collection services shall be one-half of the regularly charged rate for solid waste collection.

Adopted and Approved this 20th day of March 2023.

Collin Daly, Chairman

ATTEST:

Ellen Morell, County Administrator

The Chairman asked if there was any discussion. The Chairman stated that this could be amended at a later date should that be necessary. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to approve a resolution opposing discrimination in housing and affirming the purposes of federal Fair Housing Law. (Pryor Field/CDBG Grant)

STATE OF ALABAMA

LIMESTONE COUNTY

RESOLUTION OF THE LIMESTONE COUNTY COMMISSION

WHEREAS, discrimination in the sale, lease, advertisement or financing of housing, or in the provision of real estate brokerage services, because of race, color, religion, national origin, sex, disability or familial status is prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the Fair Housing Amendments Act of 1988; and

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WHEREAS, it is the policy of the Limestone County Commission to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, national origin, sex, disability or familial status.

NOW, THEREFORE, BE IT RESOLVED that, within the available resources of the Limestone County Commission, all persons who feel that they have been discriminated against in any housing or real estate purchase, conveyance or transaction because of race, color, religion, national origin, sex, disability or familial status will be assisted to seek equity under federal and state laws; and

BE IT FURTHER RESOLVED that the Limestone County Commission shall publicize this resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers, and home or apartment renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances.

DONE this 20th day of March 2023.

Collin Daly, Chairman

ATTEST:

Ellen Morell, County Administrator

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

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve to enter into a contract with WOW Business for internet services for the Solid Waste Department building.

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BUSINESS SERVICE ORDER

Business: Limestone County
Commissioners - Solid
Waste

Phone: (256) 216-3450

Date: 3/17/2023

Account #:

Fed Tax ID: 23-7401452

Quote #: OPP-938249

Contact: Collin Daly

Email: collin.daly@limestonecounty-al.gov

PHYSICAL ADDRESS

1301 N. Jefferson St
Athens AL 35611

BILLING ADDRESS

310 W Washington St ATTN;
Account Payable
Athens AL 35611

CONTRACT TERM

24 month(s)

SALES REP

Rodney Eldridge

rodney.eldridge@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges	
Data							
Performance High Speed Internet 300/20	High Speed Internet 300mbps/20mbps	New	1	\$59.99	\$0.00	\$59.99	
HSI Modem Rental	Modem Rental Fee	New	1	\$11.00	\$0.00	\$11.00	
Total:					\$ 0.00	\$ 70.99	
Setup/Install Fees							
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product (Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$100.00	\$100.00	\$0.00	
Total:					\$ 100.00	\$ 0.00	
Pricing subject to approval after internal review					Total:	\$ 100.00	\$ 70.99

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

_____(Initials)

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WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW,

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WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS THAT ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS AND MODEMS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; AND THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER AND MODEM. INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE. YOU UNDERSTAND AND AGREE THAT THE OPTIONAL WIRELESS FAILOVER SERVICE OFFERED BY WOW! IN SOME AREAS WILL IMPACT THE EXPECTED AND ACTUAL SPEED OF YOUR INTERNET SERVICE.

8. WOW! Business Continuity/Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed. Service is for devices that provide essential business data traffic and use dynamic IP addresses. The service does not support devices with static IP addresses.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty

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(30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

18. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

19. Satisfaction Guarantee for High Speed Internet, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Line or (iii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

20. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

21. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

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22. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

Signature: _____

Date: _____

Print Name: Rodney Eldridge

Title: SAE

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Address: 1301 N. Jefferson St Athens AL 35611

Phone: (256) 216-3450

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing, verbally agreeing and/or use of the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _ _ _ _

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

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COMMERCIAL PROPERTY ACCESS CONSENT AGREEMENT

Owner of Property:	Operator: WOW! Internet, Cable and Phone ("Operator" or "WOW!")
Legal Name _____	Corporate Office Address 7887 E Belleview Ave Ste 1000 Englewood, CO 80111-6007
Property Address 1301 N. Jefferson St, Athens AL, 35611	Division Address 2401 10th St, Huntsville AL, 35805

WOW! refers to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system where the Property is located.

Effective Date: _____

The Owner of the property referenced above (the "Property"), hereby consents to the installation, operation, maintenance, repair and removal by WOW! at WOW!'s sole cost and expense, of WOW! cable and other equipment (the "System") in, over, under, across and along the Property, to be owned and used solely by WOW! to provide communication services to tenants and other occupants of the Property.

WOW! shall repair any damage to the Property caused by the installation, operation or maintenance of WOW!'s equipment on the Property.

Owner's consent as described herein will continue for so long as WOW! provides or offers communications services to tenants or other occupants of the Property; Owner may terminate this consent if WOW! has not provided service to a tenant or occupant of the Property for six consecutive months.

WOW! will install its equipment in a workmanlike manner and in accordance with industry standards.

At the expiration or termination of WOW!'s right to access the Property, WOW! has the right but not the obligation to remove or disable all or any portion of the System.

WOW! will indemnify and hold harmless the Owner to the extent of any liability or damage to any person or property attributable to the installation, operation and maintenance of WOW!'s equipment on the Property.

Agreed to as of the Effective Date stated above.

Property Owner:

Name: _____
(Please Print)

Signature: _____

Title: _____

Phone: _____

Date: _____

WOW! Internet, Cable and Phone:

Name: _____

Signature: _____

Title: _____

Date: _____

Property Owner Contact (to schedule installation)

Name: _____

Email Address: _____

Phone Number: _____

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 Danny Barksdale and seconded by Daryl Sammet to approve to enter int an agreement with IVM Solutions for vegetation control services for roadside rights of ways.

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AGREEMENT FOR PROFESSIONAL SERVICES

This agreement entered into this _____ day of March 2023 between Limestone County, Alabama, hereinafter referred to as the “County” and IVM Solutions LLC, 2458 Lee Rd 88, Waverly, AL 36879, hereinafter referred to as the “Professional”.

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

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

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

SCOPE OF SERVICES

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

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

PROJECT PERIOD & SCHEDULE

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

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

Application #1 - February/March

Application #2 - May/June

Application #3 - July/September

A. All areas defined in Scope of Project, Appendix I shall receive a minimum of two (2) herbicide treatments and one (1) optional herbicide treatment during 2023 as follows:

1. First Treatment - Winter application for the control of annual grasses and broadleaf weeds. In addition to preemergent control of summer annual weeds and grasses. Treatment must begin within ten (10) days of Notice to Proceed. The first complete treatment must be completed within thirty (30) calendar days from the date of Notice to Proceed.

2. Second Treatment - Summer application for the control of annual and non- desired perennial grass and broadleaf weeds. Constant evaluation by the Contractor will be required to ensure that the vegetation growing does not exceed 16". Second treatment upon evaluation by Contractor shall begin before the vegetation reaches 16"

3. Third Treatment- Late Summer after County and the Professional evaluate vegetation growth depending on amounts of rainfall and other related factors throughout the year.

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

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

FEE FOR PROFESSIONAL SERVICES

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

Price Per Centerline Mile: \$40.00

BILLINGS AND PAYMENTS

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

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

TERMINATION OF SERVICE

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

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by the Professional for the rest of the calendar year upon termination.

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

INSURANCE & LIABILITY

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

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

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

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

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

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

LICENSES

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

INDEMNITY

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

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

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

Appendix I

FOR THE COUNTY

Limestone County 310

W. Washington St.

Athens, AL 35611

BY _____

Title _____

Date

FOR THE PROFESSIONAL

IVM Solutions LLC 2458 Lee

Rd 88,

Waverly, AL 36879

BY *Corey Craig*

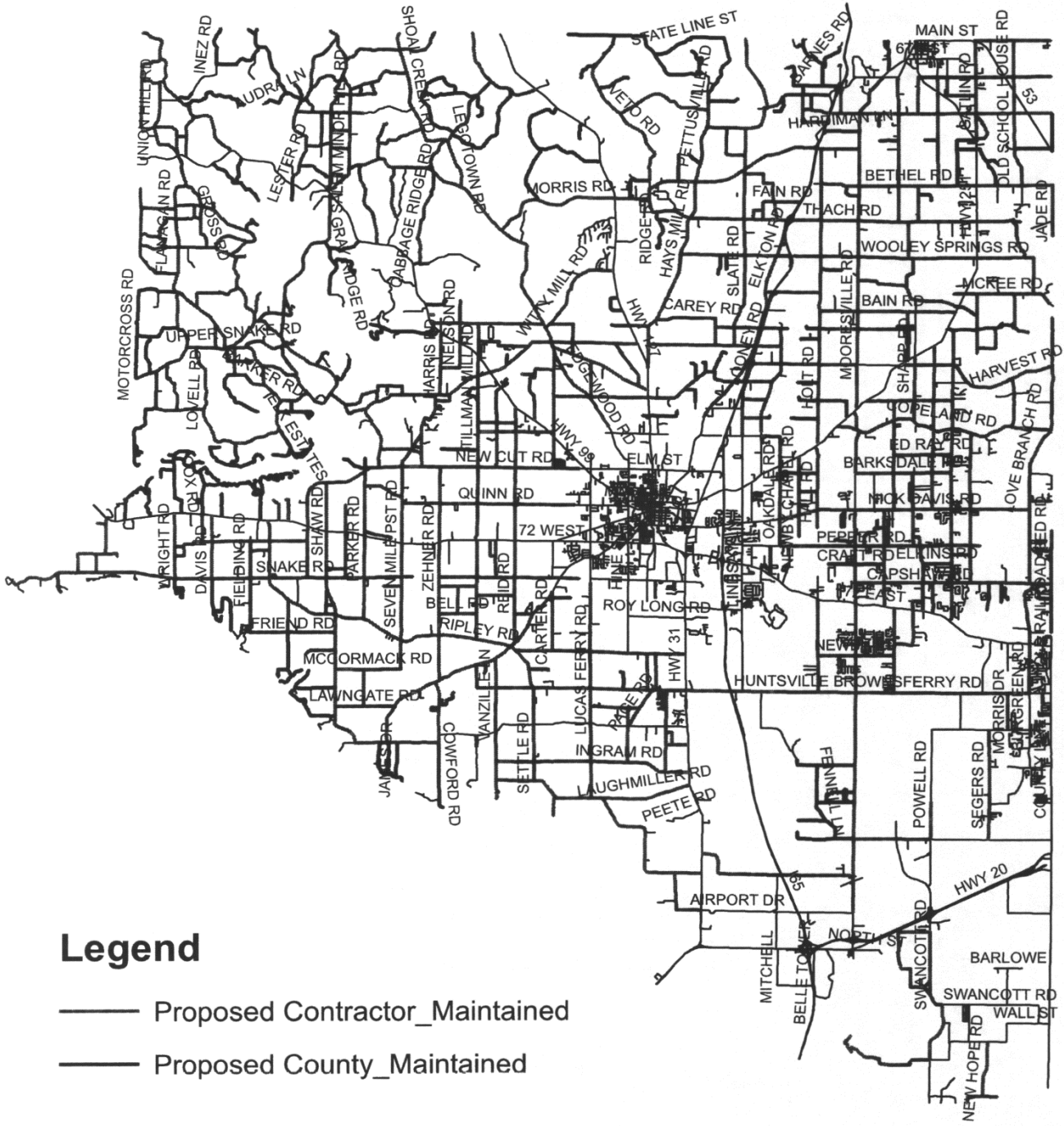
Title CEO

Date

2023

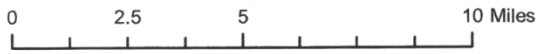
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Appendix I
Limestone County Roadside Spraying



Legend

- Proposed Contractor_Maintained
- - - Proposed County_Maintained



Approximate Contractor Proposed Mileage = 711 Miles

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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 Danny Barksdale and seconded by Derrick Gatlin to approve to enter into an agreement with Reese Langley for lobbying services in the amount of \$2,000.00 per month.

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 LaDon Townsend and seconded by Danny Barksdale to approve to enter into a copier lease with The Lioce Group for the Solid Waste Department.

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CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 Phone: (800) 220-0200

LEASE AGREEMENT

Single-Page Agreement for Transactions Under \$150,000 CFS-1138W (04/16)



COMPANY LEGAL NAME Limestone County		DBA	PHONE (256) 216-3908		
BILLING ADDRESS 1301 N Jefferson Street		CITY Athens	COUNTY LIMESTONE	STATE AL	ZIP 35611
EQUIPMENT ADDRESS		CITY	COUNTY	STATE	ZIP
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	No. of Payments	Payment Amount *	
1		Konica Minolta bizhub C300i with DF-714	36	\$152.91	
TERM IN MONTHS: <u>36</u>		PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:			
NUMBER OF PAYMENTS IN ADVANCE:		END OF TERM PURCHASE OPTION: <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other: (\$ or %)			
TOTAL AMOUNT DUE AT SIGNING *:		(estimated)			

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

<p>ACCEPTED BY CANON FINANCIAL SERVICES, INC.</p> <p>By: _____ Title: _____ Date: _____</p>	<p style="text-align: center;">AUTHORIZED CUSTOMER SIGNATURE</p> <p>By: _____ Title: _____ Printed Name: _____ Email address: _____ Tax ID#: _____ If proprietor, DOB: _____ Date: _____</p>
<p>To: Canon Financial Services, Inc. ("CFS")</p> <p style="text-align: center;">ACCEPTANCE CERTIFICATE</p> <p>Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.</p> <p>Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____</p>	

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, a _____ organized under the laws of the State of _____, with its chief executive office at _____, and Customer leases from CFS with its place of business at 158 Gaither Drive, Suite 200, Mt Laurel, New Jersey 08054, all the equipment described above ("Equipment"). This Agreement shall be effective on the date the Equipment is accepted by Customer ("Commencement Date") provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or provides to CFS other written confirmation of its acceptance of the Equipment which shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of the Agreement. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. If Customer has not, within 10 days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever.

2. PAYMENTS: Customer shall pay CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). Customer shall also pay CFS an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by CFS. A late payment fee equal to the greater of 10% of the late amount or \$25 will be due if a Payment is late. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the Payment and End of Term Purchase Option ("Purchase Option") herein by up to 15% if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer (a) shall pay an \$85 documentation fee, and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments or Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest except where required by applicable law.

3. NAME; OFFICES: Customer's legal name (as set forth in its constituent documents), chief executive office address and jurisdiction of organization are as set forth herein. Customer shall provide CFS written notice at least 30 days prior to any change of its legal name, chief executive office address or its form of organization (including its jurisdiction of organization), and shall execute and deliver to CFS such documents as required or appropriate.

4. WARRANTIES; CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES. Any warranty related to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement, and CFS assigns to Customer any warranties agreed between Customer and the manufacturer, dealer, or supplier. Customer acknowledges and agrees that the supplier or dealer is not an agent of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation or warranty with respect to this Agreement or the Equipment on behalf of CFS. Customer warrants that the Equipment will not be used for personal, family or household purposes.

5. LIENS; MAINTENANCE; ALTERATIONS; LOSS: Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer shall keep and maintain the Equipment in good working order and shall, at its expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft of, or damage to the Equipment, and (b) during the term hereof, including renewals and extensions, keep the Equipment insured with CFS as loss payee. If Customer fails to provide proof of insurance, CFS may, but is not required to, obtain insurance covering CFS' interests, and charge Customer for the costs of such insurance and an administrative fee. CFS and any affiliate may make a profit on the foregoing. No such loss, theft, or damage shall relieve Customer of any obligation hereunder.

6. DEFAULT: If Customer fails to pay any amount due to CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) require Customer to immediately pay all unpaid Payments hereunder (whether or not then due), the Purchase Option amount and any other Costs (collectively, "Remaining Lease Balance"), (b) terminate any and all agreements with Customer, (c) repossess the Equipment, (d) sell the Equipment and recover the amount by which the Remaining Lease Balance exceeds the net amount CFS received from such sale, and/or (e) pursue any other remedy permitted at law or in equity. CFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer shall reimburse CFS for its out-of-pocket costs and expenses incurred in enforcing this Agreement and exercising its remedies, including reasonable fees and expenses of attorneys and collection agencies. Any other default hereunder shall entitle CFS to all remedies available at law and equity. Failure to exercise any remedy that Customer may have shall not constitute a waiver of any obligation with respect to which Customer is in default. Customer will also pay for CFS' reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.

7. ASSIGNMENT; CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. If CFS assigns this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, and the rights of the assignee will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.

8. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

9. RENEWAL; RETURN: This Agreement automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition, ordinary wear and tear from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

10. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer shall, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settling" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

11. UCC: Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 500-522. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

12. MISCELLANEOUS: THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile or other electronic transmission of this Agreement and Acceptance Certificate as an original. Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may insert missing or correct other information, including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise this Agreement embodies the entire agreement.

PERSONAL GUARANTY

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 12 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waive any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

Printed Name: _____ Signature: _____ (no title) Date: _____
Address: _____ Phone: _____

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 20, 2023
COMMISSION MEETING MINUTES**



The Lioce Group
2950 Drake Avenue
Huntsville, AL 35805

Service Agreement

Date	3/15/2023
Customer #	
Representative	Taylor Parker

Ship To	
Limestone County Solid Waste	
1301 N Jefferson Street	
Athens, AL 35611	
Contact:	Jonathan Yerdon
Meter Contact:	Jonathan Yerdon
Meter Method:	IW Remote
E-Mail	jonathan.yerdon@limestonecounty-

Bill To	
Limestone County Solid Waste	
1301 N Jefferson Street	
Athens, AL 35611	

Installation and Service Agreement Options	
<i>Appropriate categories must be initialed by the client in the box to the left of the option.</i>	
Maintenance Type:	Monthly service and supplies
Contract Length (months):	36
Contract Start Date:	

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W	0.01	0	Monthly	0.01	Monthly
Color	0.05	0	Monthly	0.05	Monthly
B/W Printer					
Color Printer					
Toner	Included				
Paper	Not Included				
Staples	Not Included				

If wide-format, billing is per Square foot / Linear Foot

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
bizhub C300i with DF-714 (Sourcewell) 30 ppm Printer				
bizhub C300i with DF-714 (Sourcewell) RU-513 relay u				
bizhub C300i with DF-714 (Sourcewell) FS-536 Finishe				
bizhub C300i with DF-714 (Sourcewell) FK-514 FAX KI				
bizhub C300i with DF-714 (Sourcewell) PC-116 PAPEF				

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance			Dealer Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 20, 2023

COMMISSION MEETING MINUTES

Terms and Conditions

General Terms and Conditions

1. DEFINITION AND INCORPORATION. The term "Maintenance Agreement" as used herein shall mean the Maintenance Agreement for service, software and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions, Customer (specified on the reverse side hereof) and The Lioce Group, Inc. ("TLG") agree that these Terms and Conditions are incorporated by reference into the Maintenance Agreement to which they are attached as well as all purchase orders and invoices between Customer and TLG concerning the Equipment or Software which is the subject of a Maintenance Agreement. All references to "Equipment" pertain to Equipment and/or Software provided by TLG and covered under this Maintenance Agreement.

2. INSTALLATION. Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electric work external to the equipment.

3. MAINTENANCE WITH SUPPLIES. If Customer selects the option with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, TLG will perform maintenance cleaning and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below); TLG will furnish the following supplies, to be delivered at occupied intervals in quantities as usage history dictates as determined by TLG and additional deliveries as required: Toner, Developer, Drums or Photoconductor, Filter Change, Fuser Oil, Webs. Maintenance with Supplies does not include paper, labels, staples or transparencies of any kind. TLG reserves the right to charge Customer for shipping and handling charges incurred by TLG for the delivery of any Consumable Supplies delivered to the Customer. TLG agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 15, TLG shall have the right under this Maintenance Agreement to increase the Maintenance rate without written notice to Customer.

4. EXCESS COPIES. The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Base Allowance" on the face of the Maintenance Agreement (the "Initial Term"). Base Allowance copies are accumulated from the initial meter read. Customer shall provide TLG with meter readings on the last day of each month and/or when requested by TLG. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 12" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks. TLG reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide TLG access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide TLG with meter readings on the last day of the month, TLG shall be entitled to estimate the meter reading and Customer agrees to accept such estimated readings. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be rendered either monthly, quarterly, semi-annually or annually as determined by TLG.

5. PAYMENT; SUSPENSION OF SERVICE. Customer agrees to pay, by check made payable to TLG or by credit card, all invoices rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. TLG does not accept cash payments. If any part of any payment due to TLG hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover TLG's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, TLG shall have the right to discontinue service in the event Customer becomes delinquent in payment.

6. CUSTOMER CHANGES. TLG reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for TLG to provide service to Customer or the Equipment.

7. MAINTENANCE ONLY. If Customer selects the Maintenance Only Option on the Maintenance Agreement, TLG will provide such maintenance service as is necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, remedial and preventative maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are photoreceptor drum (imaging unit, drum cartridges, masters) and laser unit clean/fuser units (fuser webs, cleaning rollers, wheels, belts, fuser oil). Consumable Supplies are toner, developer, filters, paper, preventive maintenance kits, print wheels/heads, ribbons, ink cartridges, staples, and waste toner bags/recipients. If Customer uses parts or suppliers other than TLG Consumable Parts and/or Consumable Supplies, and if such parts or supplies are defective or not adaptable to use on the Equipment resulting in unnecessary service calls (chargeable items, service problems, or unacceptable copy quality), then TLG may terminate this Maintenance Agreement and the unused portion of any fee refunded is in TLG's sole and absolute discretion. In the event TLG so terminates this Maintenance Agreement, Customer will be offered continuing service from TLG at published hourly rates, subject to change without notice. The Operator Manuals for each piece of Equipment define specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges at established TLG rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, nor does it cover software and/or network printing configuration or related issues, and such services will be subject to additional charges at established TLG rates then in effect.

8. BUSINESS HOURS FOR SERVICE. All services provided hereunder are available only during TLG's Normal Business Hours, which is hereby defined to consist of 9:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of TLG holidays and subject to change by TLG. At Customer's request, TLG may render service outside of normal business hours, subject to availability of personnel and additional charges at established TLG rates then in effect.

9. RETAINED TITLE. Title to all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, remains in TLG's until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to TLG on demand. Additionally, TLG reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to TLG's standard formula for such proration.

10. AVAILABILITY OF SUPPLIES. TLG Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper), it is Customer's responsibility to purchase and have the necessary supplies available for Customer Service Engineers' use.

11. RECONDITIONING. When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, TLG will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, TLG may refuse to renew this Maintenance Agreement for such unit, and/or refer to continue providing service to such unit under this Maintenance Agreement, furnishing service only on a "Per Call" basis.

12. NETWORK INTEGRATION. If Network Integration services are provided by TLG, Customer warrants that the TLG Digital Site Survey has been accurately completed and TLG may rely on the information contained in the Site Survey in providing network integration services. TLG reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

13. SYSTEM MONITORING. TLG will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with TLG products for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in TLG's OMA). Should Customer opt-out of using System Monitoring, TLG reserves the right to assess an administrative involving fee on Customer not to exceed \$25 per invoice.

14. DIGITAL SUPPORT SERVICE (DSS). Unless the Customer opt-out of DSS at the time of execution of the Maintenance Agreement, or hereafter by providing not less than thirty (30) days prior written notice to TLG, TLG shall provide Customer with DSS, for a fee based on the Cost Schedule set forth in the DSS Addendum, which fees shall be

filled with the base billing cycle. DSS provides remote Help Desk Support which includes troubleshooting network connectivity issues, network print, scan and fax resolution, printer/driver updates, installation of additional print/fax drivers and installation of additional scan/fax destinations, including issues arising as a result of changes in operating systems, e-mail domains or servers that require reconnection to Customer's equipment.

15. AUTOMATIC RENEWAL. This Maintenance Agreement shall be automatically renewed without any notice from TLG or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at TLG's maintenance rates in effect at the time of applicable renewal, but in no case, shall the renewal exceed a 5% price increase over the prior term until equipment is in service for 5 years at which the maximum annual increase will not exceed 15%.

16. CANCELLATION OF SERVICE. Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, TLG may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. TLG may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Maintenance Agreement be cancelled by Customer, TLG will not issue any refund for the unused portion.

17. LIQUIDATED DAMAGES. In the event of Customer default or voluntary termination, Customer promises to pay to TLG the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement, and remains in default for seven (7) days after notice thereof, TLG may cancel this agreement and collect damages according to the foregoing formula.

18. NO WAIVER. Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by TLG does not constitute a waiver of such rights by TLG, or in any way prevent TLG from enforcing such rights, or any other rights hereunder, at a later time.

19. ENTIRE AGREEMENT. The Maintenance Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from TLG, constitute the entire agreement between Customer and TLG related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.

20. NO INDUCEMENTS. Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.

21. NO MODIFICATION OF TERMS. Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of TLG, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.

22. AUTHORITY. Customer and TLG each represent and warrant that their respective signatures to the Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.

23. LIMITATION ON LIABILITY. Under no circumstances shall TLG be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. TLG's liability in case of nonperformance or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to TLG pursuant to this Maintenance Agreement.

24. INDEMNITY. CUSTOMER SHALL INDEMNIFY TLG AGAINST AND HOLD TLG HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim hereunder, TLG agrees to present such indemnified claim in writing to Customer promptly and to timely furnish Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnified claim.

25. DISCLAIMER. CUSTOMER TAKES THE EQUIPMENT/SOFTWARE "AS IS" AND TLG MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT/SOFTWARE IS MERCHANTABILITY. TLG expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other negligent act of Customer or Customers' agents and/or service performed by non-TLG personnel. TLG will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.

26. ATTORNEYS FEES; COSTS. In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring TLG to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Maintenance Agreement, Customer agrees to pay TLG's reasonable attorneys' fees and all costs resulting from such action.

27. CHOICE OF LAW AND FORUM SELECTION CLAUSE. Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. This Maintenance Agreement is entered into and performable in the State of Alabama. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with TLG shall lie with any state or federal court of competent jurisdiction in Madison County, AL.

28. WAIVER OF JURY TRIAL, CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.

29. NOTICE. Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested; if sent to TLG, said notice shall be sent to the registered agent for TLG in the state in which the transaction arose, or to TLG, Attention: Nick Lioce, 2950 Drake Avenue, Huntsville, AL 35897. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to TLG.

30. FAIR NOTICE. CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 17, 23, 24, 25, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

31. AFFIRMATIVE ACTION. TLG and all vendors and/or subcontractors are obligated to and do, to the best of TLG's knowledge comply with the EEO clause at 41 CFR 60.1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.1(a).

Initials: _____

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 20, 2023
COMMISSION MEETING MINUTES

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.

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
District 1	111-532000-560 111-35910-100	Construction Equipment Budgetary Fund Balance	+ \$75,000.00 - \$75,000.00
District 3	111-53400-550 111-35910-300 001-35910-000 001-53400-235	Motor Vehicle Budgetary Fund Balance Budgetary Fund Balance R&M Data Processing Equipment	+ \$10,235.00 - \$10,235.00 - \$750.00 + \$750.00
District 4	111-53500-549 111-35910-400	Miscellaneous Equipment Budgetary Fund Balance	+ \$9,000.00 - \$9,000.00

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.

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve to appoint Charles Diter to the Limestone County Department of Human Resources Board effective March 20, 2023. Mr. Diter is to replace the appointment of Penny Richards who withdrew her participation on the Board.

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 LaDon Townsend to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2812	Crushed Limestone (Picked up) Per Ton	Rogers Group Inc.	See Attached
2813	Crushed Limestone (Delivered) Per Ton	Rogers Group Inc.	See Attached
2815	High Performance Asphalt Cold Patch Material	Advanced Asphalt (Main) Hudson Materials (1) Rogers Group Inc. (2)	See Attached

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 20, 2023
COMMISSION MEETING MINUTES

2816	Guardrails and End Anchors	Alabama Guardrail, Inc.	\$151,500.00
2825	Traffic Marking Materials (Delivered)	Crown USA, Inc.	See Attached

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.

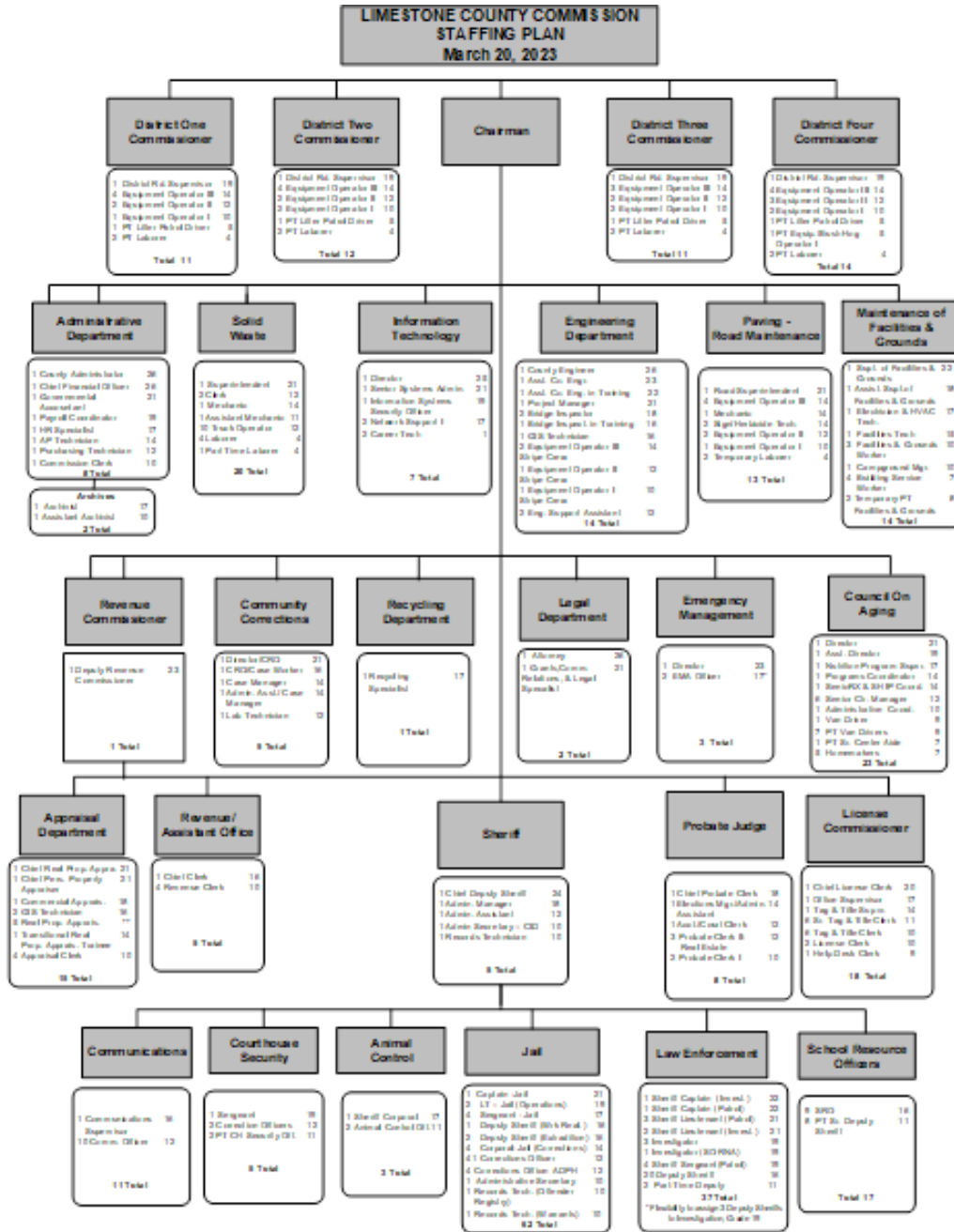
MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve to hire Tracy Jackson as a Part-Time Van Driver for Council on Aging.

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 Daryl Sammet and seconded by Derrick Gatlin to approve to amend staffing plan to remove (1) Account Specialist Grade 24, and to add (1) Governmental Accountant Grade 21.

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COMMISSION MEETING MINUTES



* EMA Officer
 10 years' experience & required certifications: 19
 * Real Property Appraiser
 Trainee: 14; 18 months' experience: 17; State certified: 18
 Under "Law Enforcement". "4 Corrections Officer - ADPH" are paid through an 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

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.

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MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve the job description for Governmental Accountant.



Governmental Accountant
COMM/9
Commission
Job Grade: 21

JOB SUMMARY

Under the direction of the Chief Financial Officer, this position performs varied and complex professional accounting tasks in order to maintain accounting transaction records; while also preparing analytical, narrative, statistical, and accounting reports; prepares budgets, financial statements and reports of the county's finances.

MAJOR DUTIES

- Under direction will oversee accounting and financial procedures to ensure compliance with applicable rules, regulations, laws, and county policies.
- Help to ensure compliance with best practices, Generally Accepted Accounting Principles (GAAP), and Governmental Accounting Standards Board (GASB) guidelines; ensures that internal controls are adequate to safeguard assets and the integrity of financial statements.
- Reviews accounting and financial documents for accuracy, makes correcting entries as needed. Participate in the review, development and implementation of accounting systems and procedures.
- Provide information for and prepare periodic review of fiscal reports to internal units, federal, state and local agencies as required.
- Participates in development, review and administration of budgets; may compile cost estimates or rate studies for recommendations.
- Maintains financial records for various funding sources, including grants and capital improvement projects and programs. Prepares reports on status and availability of funds in such various accounts under budgetary regulations and restrictions.

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- Maintains accurate records and files; may perform studies on various financial statements including worksheets, balance sheets, income statements, and depreciation schedules.
- Maintains fixed asset records by assigning asset numbers, tags, department, and descriptions. Updates records for any changes, transfers and disposals. Coordinates annual fixed asset inventory with all departments.
- Reconciles bank accounts and bank statements.
- Performs related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of principles and practice of governmental accounting, budget review and development.
- Knowledge of public administration principles and practices.
- Knowledge of GAAP, GASB guidelines, Government Auditing Standards, budgetary best practices, and internal controls.
- Knowledge of relevant local, state, and federal laws.
- Knowledge of computer accounting systems, applications, and hardware.
- Knowledge of data analysis and forecasting, preparing financials statements and reports.
- Skill in the analysis of financial systems.
- Skill in the implementation of proper accounting methods, procedures, forms, and records.
- Skill in problem solving.
- Skill in prioritizing and planning.
- Skill in interpersonal relations.
- Skill in oral and written communication.

GUIDELINES

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Guidelines include the Code of Alabama, Alabama Attorney General's Opinions, federal guidelines for grants, the county financial manual, and county and department policies and procedures. These guidelines require judgment, selection, and interpretation in application. This position assists with the development of department guidelines.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management and accounting duties. Strict and frequently changing regulations contribute to the complexity of the position.
- The purpose of this position is to assist the Chief Financial Officer with directing the county's financial functions. Successful performance ensures the efficiency and effectiveness of those functions, the accuracy of financial records, and compliance with relevant laws, guidelines, policies, and procedures.

CONTACTS

- Contacts are typically with coworkers, elected and appointed officials, representatives of other government agencies, representatives of financial institutions, bond rating and issuing authorities, actuarial companies, representatives of the Retirement Systems of Alabama, auditors, and members of the general public.
- Contacts are typically to exchange information, motivate persons, negotiate and justify matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table.
- The work is typically performed in an office.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to hire Tonya Dykes as Revenue Clerk in the Revenue Commission Office.

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.

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve to transfer Darron Lewter from the Maintenance Department to the Engineering Department, for the position of Equipment Operator I Stripe Crew.

The Chairman asked if there was any discussion. The Chairman thanked the Striping Crew. 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 Daryl Sammet to approve to extend the probationary period for an employee for a period of an additional three (3) months.

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 Daryl Sammet to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Kelly Adams	GIS Technician	4/23/2023
Jimmy Gatlin	Equipment Operator III	4/16/2023
Darron Lewter	Facilities & Grounds Worker	4/7/2023
Rickey Smith	Asst. Super. of Facilities & Ground	4/8/2023
Joshua Carter	Equipment Operator II	4/12/2023
Hayden Lee Russell	Equipment Operator I	3/28/2023
Jimmie Eaves	PT Laborer	4/17/2023

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 Derick Gatlin, aye. Motion carries unanimously.

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 20, 2023
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MOTION was made by Daryl Sammet and seconded by Danny Barksdale to:

1. Approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Briarpatch Subdivision Addition No. 1 - replat of Lots 59 - 64	Minor	Preliminary & Final	6	2	Off Wells Rd on the west side of Cottontail Lane

2. Approve the following subdivisions that have been resubmitted with changes:

Name	S/D Type	Approval Type	Lots	District	Location
Davis Preserve Phase 1	Major	Preliminary	100	2	South side of Nick Davis Rd just west of the intersection with Sanderson Rd
Ansley Place (preliminary approval given as Lewterville Subdivision)	Major	Final	20	3	Off the north side of Nuclear Plant Road about 400 feet west of the intersection with Stewart Road

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

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve the 2023 Construction Schedule.

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Dist	Roads	From	To	Length (mi)	Work	Cost	Comments
Dist 3	Carter Rd	Brownsferry Rd	Malone Rd	1.60	Level, Patch and Resurface	\$ 146,500	
	Brittney Ln	Carter Rd	End	0.21	Level, Patch and Resurface	\$ 9,700	
	Malone Road	Brownsferry Rd	Lucas Ferry Rd	1.97	Level, Patch and Resurface	\$ 188,800	
Dist 2	Nani Dr	Athens City Limit	Dead End	0.43	Mill, Patch and Resurface	\$ 49,500	
	Hsv-Brownsferry Rd	Cambridge Ln	Hsv City Limits	0.51	Level, Patch and Resurface	\$ 74,000	
Dist 1	Beatline Road	Hwy 251	East Limestone Road	2.26	Level, Patch and Resurface	\$ 230,000	
	Wales St	Elkton Rd	Holt Rd	1.15	Level, Patch and Resurface	\$ 122,000	
Dist 2	Menefee Rd	Capshaw Rd	Copeland Rd	4.09	Level, Patch Chip Seal, and Resurface	\$ 705,500	Contractor Wearing Layer
Dist 4	Easter Ferry Rd	Hunter Gates Rd	Salem Minor Hill Rd	1.68	Level, Patch, Chip Seal and Resurface	\$ 208,500	
	W. Limestone School Road	Hwy 99	Short Cut Road	2.19	Level, Patch and Resurface	\$ 232,000	
Dist 1	Mooreville Rd	Hwy 53	The State Line	0.88	Level, Patch and Resurface	\$ 87,200	
	Oliver Rd	Mooreville Rd	The State Line	0.21	Level, Patch and Resurface	\$ 21,000	
	Yarbrough Rd	N Compton Rd	Black Rd	2.00	Level, Patch, Chip Seal and Resurface	\$ 327,500	Contractor Wearing Layer
Dist 3	Parker Rd	Ripley Rd	Hwy 72	2.27	Level, Patch, Chip Seal and Resurface	\$ 282,000	
	Huntsville Brownsferry Rd	Brownsferry Rd	Leonard Circle	5.29	Level, Patch and Resurface	\$ 580,000	Contractor Wearing Layer
Dist 2	McCulley Mill Rd	Hwy 72	Nick Davis	2.62	Level, Patch, Chip Seal and Resurface	\$ 408,300	Contractor Wearing Layer
	Mooreville Rd	Hwy 72	Nick Davis Rd	2.52	Level, Patch and Resurface	\$ 344,000	Contractor Wearing Layer
Dist 3	Ingram Rd	Lucas Ferry Rd	Hwy 31	2.65	Level, Patch, Chip Seal and Resurface	\$ 275,300	
	Stewart Rd	Ingram Rd	Hsv-Brownsferry Rd	2.23	Level, Patch, Chip Seal and Resurface	\$ 229,500	
Dist 4	Quinn Rd	7 Mile Post Rd	Glaze Rd	3.00	Level, Patch, Chip Seal and Resurface	\$ 447,100	
Dist 1	Bethel Rd	Mooreville Rd	Hwy 251	3.07	Spot Level and Patch	\$ 101,600	
Dist 2	Tyler Mill Dr	McCulley Mill Rd	Craft Rd	0.29	Mill, Patch and Resurface	\$ 31,300	
	Mill Valley Dr	McCulley Mill Rd	Craft Rd	0.42	Mill, Patch and Resurface	\$ 43,700	
Dist 4	Persimmon Tree Rd	Hwy 99	The County Line	4.73	Level, Patch, Chip Seal and Resurface	\$ 731,300	Contractor Wearing Layer
	Bailey Rd	The County Line	Persimmon Tree Rd	0.61	Level, Patch and Resurface	\$ 79,500	

	D1	D2	D3	D4	Total
District Costs	\$ 889,300	\$ 1,656,300	\$ 1,711,800	\$ 1,698,400	\$5,955,800
Length (Mi)	9.57	10.88	8.96	12.21	41.62

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.

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve to remove the following from inventory.

Department	Item	Serial #
Archives	Canon Microfilm Scanner 300 II	17693

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 Derrick Gatlin and seconded by Daryl Sammet to approve to sell the following on GovDeals.

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Department	Item	Serial #
Engineering	1060 American Double Drum Wedge foot Roller	861608-A
Engineering	1059 Tampo Sheepfoot Roller	2628

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.

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve to declare the real property at 1302 Jefferson Street North, Athens, and 700 Brownsferry Street, Athens, as surplus property.

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 Danny Barksdale and seconded by Daryl Sammet to approve a swap of surplus property at 1302 Jefferson Street North, Athens, for real property at 1503 Wheeler Street, Athens, as serving a public purpose and approve the Chairman to execute all contracts and closing documents and to do all things necessary to complete the transaction.

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.

Commissioner Sammet urged citizens to move the new garbage cans out of the way from the mail carriers.

Commissioner Townsend stated, for those that desire no vegetation spraying, to put out the "No Spray Signs" due to IVM Solutions starting the vegetation control services. Commissioner Townsend also pleaded with the citizens to please be patient as the construction schedule begins and to please be safe and watch for the those working.

Chairman Daly expressed his appreciation to Tere Richardson and Athens Main Street for the renovations of the Farmer's Market. Chairman Daly asked the citizens to please be patient with the new Solid Waste Department and thanked the CCS Garbage for their service to Limestone County. The Chairman further commented about the upcoming firework show in July which is partnered between Limestone County, City of Athens, and Athens-Limestone County Tourism and expressed his appreciation to Teresa and Tina of Tourism for their efforts in making the July 4th firework show a success.

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Adjourned at 9:58 a.m. until 9:00 a.m. on Monday, April 3, 2023, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.