

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 20, 2024,  
COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today at 10:15 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. Chairman Collin Daly, presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Daryl Sammet and seconded by LaDon Townsend to approve the minutes of February 5, 2024.

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

**MOTION** was made by Derrick Gatlin and seconded by Danny Barksdale to approve the following claims:

2/02/2024	0072964 - 0072965	\$ 242,384.42
2/09/2024	0072966 – 0073043	\$ 696,990.36
2/09/2024	Online Payment	\$ 11,789.90
2/09/2024	0073044	\$ 3,241.20
2/14/2024	0073045	\$ 87,009.00
	TOTAL	\$ 1,041,414.88

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

**MOTION** was made by Daryl Sammet and seconded by Derrick Gatlin to approve a Resolution supporting the City of Athens to connect the Richard Martin Trail to Swan Creek (Raise Grant).

**LIMESTONE COUNTY COMMISSION RESOLUTION**

**A RESOLUTION SUPPORTING THE EXTENSION OF THE RICHARD MARTIN TRAIL**

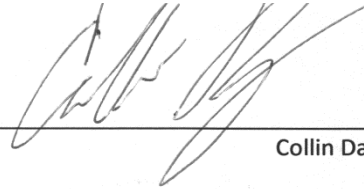
WHEREAS, the Limestone County Commission ("Commission") is aware of an application currently in preparation by the City of Athens for a new RAISE grant opportunity. The grant funding will extend the Richard Martin Trail to connect to the Swan Creek Greenway.

WHEREAS, the Commission understands that the extended trail will be a positive addition and will encourage physical exercise, as well as providing more recreational opportunities.

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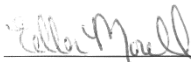
NOW, THEREFORE, be it RESOLVED by the Limestone County Commission that the Commission supports the grant submission and is willing to explore options of ROW donation in areas that maybe required to extend the trail.

Done this 20<sup>th</sup> day of February, 2024.



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. 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 a Lease Agreement with Canon Financial Services for a copier at the County Commission Office.

# MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 20, 2024, COMMISSION MEETING



**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 County of Limestone		DBA		PHONE ("Customer") (256) 233-6400	
BILLING ADDRESS 310 Washington Street		CITY Athens	COUNTY LIMESTONE	STATE AL	ZIP 35611
EQUIPMENT ADDRESS 310 Washington Street		CITY Athens	COUNTY LIMESTONE	STATE AL	ZIP 35611
EQUIPMENT INFORMATION				NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	No. of Payments	Payment Amount *	
1		Konica Minolta bizhub C450i (Sourcewell)	3	\$3,015.48	
TERM IN MONTHS: 36		PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other: Annually			
NUMBER OF PAYMENTS IN ADVANCE:		END OF TERM PURCHASE OPTION: <input 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.

<b>ACCEPTED BY CANON FINANCIAL SERVICES, INC.</b>		<b>AUTHORIZED CUSTOMER SIGNATURE</b>	
By: _____	By: _____	Title: <b>County Chairman</b>	
Title: _____	Printed Name: <b>Collin Daly</b>	Email address: _____	
Date: _____	Tax ID#: <b>63-6001607</b>	If proprietor, DOB: _____	Date: _____
To: Canon Financial Services, Inc. ("CFS")			
<b>ACCEPTANCE CERTIFICATE</b>			
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.			
Signature: _____	Printed Name: _____	Title (if any): _____	Date: _____

### TERMS AND CONDITIONS

**1. AGREEMENT:** CFS leases to Customer, a **County of Limestone**, organized under the laws of the State of **Alabama**, with its chief executive office at **310 W. Washington St. Athens, AL 36111**, and Customer leases from CFS with its place of business at 158 Galilee 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 1/30<sup>th</sup> 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 on \$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 (f) may sell the Equipment after preparing it or, not, (g) may disclaim warranties of title and the law, and (h) 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 CFS 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 should: (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/Settings" 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 508-522. 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: \_\_\_\_\_

CFS-1138W (04/16)

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 20, 2024,  
COMMISSION MEETING**



**CANON FINANCIAL SERVICES, INC.** ("CFS")  
Remittance Address: 14904 Collections Center Dr.  
Chicago, Illinois 60693 800-220-0200

**Municipal Fiscal Funding Addendum**

CFS' Application Number:	
CFS' Agreement Number:	
Agreement Date:	2/6/2024

**GOVERNMENTAL ENTITY**

Complete Legal Name

Limestone County

("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the "Agreement") until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

<b>ACCEPTED</b>	
Canon Financial Services, Inc.	Customer
By _____	By _____
Title _____	Printed Name <u>Collin Daly</u>
Date _____	Title <u>County Chairman</u>

# MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 20, 2024, COMMISSION MEETING



The Lioce Group  
2950 Drake Avenue  
Huntsville, AL 35805

## Service Agreement

**Date** 2/6/2024  
**Customer #** LG0479  
**Representative** Taylor Parker

Ship To	Bill To
Limestone County Commission 310 Washington Street Athens, AL 35611	Limestone County Commission 310 Washington Street Athens, AL 35611
<b>Contact:</b> Lori Hargrove	
<b>Meter Contact:</b> Brooke Rollins	
<b>Meter Method:</b> FM Audit	
<b>E-Mail:</b> <a href="mailto:Brooke.rollins@limestoneco.gov">Brooke.rollins@limestoneco.gov</a>	

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

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W	0.0073	0	Monthly	0.0073	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 C450i (Sourcewell) 45 ppm Printer/Copier/Scanner				
bizhub C450i (Sourcewell) FS-539 (50-sheet floor stapler)				
bizhub C450i (Sourcewell) RU-513 Relay Unit (Relay unit)				
bizhub C450i (Sourcewell) RU-513 Relay Unit (Relay unit)				
bizhub C450i (Sourcewell) PC-216 2-way Paper Feed (Paper feed)				
bizhub C450i (Sourcewell) PK-524 2-3 hole punch kit for paper				
bizhub C450i (Sourcewell) FK-514 Fax Kit (Supports 15 pages)				

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 forth the entire agreement between parties.

Customer Acceptance			Dealer Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date
	Collin Daly	County Chairman		

# MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 20, 2024, COMMISSION MEETING

## 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 Licoe 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 electrical work external to the equipment.
- 3. Maintenance with Supplies.** If Customer selects the 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 accepted intervals in quantities as usage history dictates as determined by TLG and additional deliveries as required: Toner, Developer, Drums or Photoreceptor, Fuser Change, Fuser Oil, Waste, 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 not to exceed 5% annually during the initial 5 years.
- 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: 18" 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 each month, Customer shall be entitled to estimate the meter readings and Customer agrees to accept such estimated reading. 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 tendered 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 units, drum cartridges, covers) and fuser unit cleanercleaners (fuser wipers, cleaning rollers, wicks, belts, fuser oil). Consumable Supplies are toner, developer, filters, paper, preventative maintenance kits, print wheels/heads, ribbons, ink cartridges, staples, and waste toner bags/receptacles. 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 item), 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 8:00 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 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 Engineer's 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 refuse 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 DNA). Should Customer opt-out of utilizing System Monitoring, TLG reserves the right to assess an incremental invoicing fee of 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 thereafter 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

billed with the base billing cycle. DSS provides remote Help Desk Support which includes troubleshooting network connectivity issues, network print, scan and fax resolution, print/fax 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, will the renewal exceed a 10% price increase over the prior term until equipment is in service for 5 years at which the maximum annual increase will not exceed 20%.

**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, constitutes the entire agreement between Customer and TLG related to the maintenance of the Equipment, and all any 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 INDEMNITIES.** 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.** 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, causality, natural force or any other negligent act of Customer or Customer's 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 performed 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 Licoe, 2950 Drake Avenue, Huntsville, AL 35894. 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, 26 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 do, to the best of TLG's knowledge comply with the EEO clause at 41 CFR 60.14(a) and the Affirmative Action Clauses at 250.4(a) and 741.4(a).

**32. The Licoe Group** guarantees that, for qualified customers, we will either be on-site or begin service on your equipment within 90 minutes (25 miles, 180 minutes 50 miles) of receiving notification. If we do not begin service on your equipment within 90-minutes, you will receive 1% of your current month service bill on that machine for every minute we are late. This guarantee is limited to 100% credit of the current month's bill on the machine in question. *Emergency service calls only. No guaranteed response over 50 miles.*

**33. The Licoe Group** guarantees all qualified customers the opportunity to reverse their purchase of a product within 30 days, in order to correct any deficiency in the product or service performed by The Licoe Group. This money back guarantee is provided with the stipulation that the president of the company is given a reasonable chance to meet with the customer and correct the situation.

**34. The customer** makes the call if the equipment provided by TLG is not performing up to your satisfaction and you have given The Licoe Group a reasonable opportunity to correct the situation, we will replace your equipment with a unit that has comparable features and capabilities, at no additional charge.

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.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 20, 2024,  
COMMISSION MEETING**

**MOTION** was made by Derrick Gatlin and seconded by LaDon Townsend to approve a Mutual Assistance Agreement between the Limestone County Commission and the Limestone County Association of Volunteer Fire Departments.

**MUTUAL ASSISTANCE AGREEMENT  
BETWEEN  
LIMESTONE COUNTY COMMISSION  
and  
LIMESTONE COUNTY ASSOCIATION OF VOLUNTEER FIRE DEPARTMENTS**

**PURPOSE**

To provide an understanding between Limestone County and the Volunteer Fire Departments in Limestone County, Alabama, in providing and receiving mutual aid as a result of an act of war, natural or man-made disaster; and to provide the authority for utilization and implementation of the Emergency Operations Plan for Limestone County developed by the Limestone County Emergency Management Agency.

**AUTHORITIES AND REFERENCES**

The basic authority for the county and municipality to enter into this agreement is the Code of Alabama, Title 31 , Chapter 9, Sections 31-9-1 through 31-9-24, as amended. Provisions of this agreement are based on the various sections and paragraphs of Acts 1955, No. 47 and Acts 1983, No. 83-6 I 2. Authority to activate and implement this agreement and plan is the same as that provided for activation of any emergency plan as outlined in the Direction and Control provisions of the Emergency Operations Plan.

**SCOPE**

This agreement and plan encompass the area of Limestone County, Alabama.

**SITUATION**

Response to natural or man-made disasters, including acts of war, can exhaust all resources of a county or deplete certain types of manpower, equipment, or supplies. When these conditions exist, the affected entity must rely on mutual aid resources from neighboring jurisdictions, state, or federal government, or on non-government entities such as volunteer agencies and the private sector. Receipt of such assistance must be provided within the proper legal framework as outlined in Acts 1955, No. 47 and Acts I 983, No. 83-612 and with a clear understanding of the conditions such assistance is given and received.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 20, 2024,  
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**MUTUAL AID AGREEMENT**

**Article 1.** The purpose of this compact is to provide mutual aid between Limestone County and the Volunteer Fire Departments within Limestone County, Alabama, in meeting needs in any emergency resulting from nuclear attack, any other act of war, or natural or man-made disaster. The prompt, full and effective utilization of the resources of the respective parties, including such resources that may be available from the state or federal governments or any other source, are essential to the safety, care and welfare of the people thereof, and any other resources including personnel, equipment or supplies, shall be incorporated into a plan or plans for mutual aid.

**Article 2.** It shall be the duty of each party to formulate plans for implementation of this agreement with a free exchange of information and plans, including inventories of materials, equipment, and other resources available for carrying out provisions of this agreement.

**Article 3.** Any mutual aid assistance should be requested through the Limestone County Emergency Management Agency. Any party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement, in accordance with the terms hereof: Provided, that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection for such party. Each party to this agreement shall extend to the Emergency Management forces of any other party, while operating within the receiving jurisdiction under the terms of this agreement, the same powers (except that of arrest unless specifically authorized by the county), duties, rights, privileges and immunities as if they were performing their duties normally employed or rendering services. Emergency Management forces will continue under the command and control of their regular and normal leaders, but the organizational units will come under the operational control of Emergency Management authorities of the party receiving assistance.

**Article 4.** Wherever any person holds a license, certificate or other permit issued by any county or evidencing the meeting of qualifications for professional, mechanical or other skills, such person may render aid involving such skill to any party to meet an emergency or disaster, and such party shall give due recognition to such license, certificate or other permit as if issued in any party in which aid is rendered.

**Article 5.** It is understood that each party, and each Emergency Management worker, and certain other individuals and groups, are entitled to limited immunity under the State Emergency Management Act from liability for the death of or injury to persons, or for damages to property as a result of certain Emergency Management activity while complying with or reasonably attempting to comply with Chapter 9 of Title 31, Code of Alabama, 1975, as amended, and any order, rule or regulation promulgated pursuant thereto.



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**Article 6.** Nothing herein contained shall preclude any party from entering into supplementary agreements with others. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation, and communications personnel, equipment and supplies.

**Article 7.** Each party shall provide for the payment of compensation and death benefits to full-time its compensated employees and volunteers who are members of the Emergency Management forces of that party, and who sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained in any other of the party's employment. Each party agrees to furnish a copy of this agreement to its workmen's compensation insurance carrier, and if applicable, to the administrative agency or carrier responsible for administering any pension law on behalf of said party. Nothing contained herein shall create a new or additional obligation to the party or require the party to obtain insurance that it does have in force at the time of entering this agreement.

**Article 8.** Any party rendering aid in any county or municipality, pursuant to this agreement, shall be reimbursed by the party receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such requests. The United States Government or the State of Alabama may relieve the party receiving aid from any liability and reimburse the party supplying Emergency Management forces for the compensation paid to and the transportation, subsistence, and maintenance expenses of such forces during the time of such aid or assistance and may also pay fair and reasonable compensation for the use or utilization of supplies, materials, equipment or facilities so utilized or consumed.

**Article 9.** This agreement shall be operative immediately upon its ratification by the parties. Ratification is indicated by the signature of the Chairman of the Limestone County Commission and the Limestone County Emergency Management Director, after being approved by the governing body of the county and signature of the President of the Limestone County Association. Authenticated copies of this agreement will be deposited with each party ratifying and with the Emergency Management Agency represented by the county.

**Article 10.** This agreement shall continue in force and remain binding on each party until the governing body of the county, or the volunteer fire department takes appropriate action to withdraw from the agreement. Such action shall not be effective until thirty (30) days after notice has been sent by the party, desiring to withdraw, to the other parties.

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**Article 11.** This agreement shall be construed to effectuate the purposes stated in Article 1. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby. Nothing contained in this agreement shall be construed as a limitation of powers of the county or fire departments to enter into other agreements relating to disaster assistance in an emergency or impairing in any respect the force and effect thereof.

**RATIFICATION**

This agreement shall become binding and obligatory when it shall have been signed by the Chairman of the Limestone County Commission and the Director of the Limestone County Emergency Management Agency, after being approved by the governing body of the county, and signature of the President of the Limestone County Association.

This Agreement approved this the 20<sup>th</sup> day of February.

By: \_\_\_\_\_  
Chairman, Limestone County Commission

Attest: \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Director, Limestone County Emergency Management Agency

\_\_\_\_\_  
President, Limestone County Association of Volunteer Fire Departments

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

**MOTION** was made by LaDon Townsend and seconded by Daryl Sammet to approve the following budget revisions:

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Department	Account Number	Title of Line Item	Amount
TVA	155-35910	Budgetary Fund Balance	- \$24,554.18
	155-52300-842	Communication Equipment	+ \$24,554.18
Commission	001-35910	Budgetary Fund Balance	- \$100,000.00
	001-53200-202	Road Signs & Marketing Supplies D1	+ \$25,000.00
	001-53300-202	Road Signs & Marketing Supplies D2	+ \$25,000.00
	001-53400-200	Road Signs & Marketing Supplies D3	+ \$25,000.00
	001-53500-202	Road Signs & Marketing Supplies D4	+ \$25,000.00

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 Daryl Sammet and seconded by Derrick Gatlin to approve to award the following bid retroactive February 5, 2024.

Proposal No.	Item	Awarded to	Amount
2851	Gas and Diesel	James River Solutions, LLC	See Attached

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

**MOTION** was made by Danny Barksdale and seconded by LaDon Townsend to

1. Approve to hire Tina Pylant as a Part-Time Van Driver for Council on Aging, pending a drug screening.
2. Approve to hire Lisa Flanagan as a Part-Time Van Driver for Council on Aging, pending a drug screening.

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 Derrick Gatlin to approve to hire Lori Lea Crowe as a Help Desk Clerk, in the License Commission Office.

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.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 20, 2024,  
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**MOTION** was made by Danny Barksdale and seconded by Daryl Sammet to approve to hire Kevin Parker as a Solid Waste Truck Operator, pending a drug screening effective February 19, 2024 (retro-active).

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.

Chairman Daly stated that in the Work Session Meeting it was discussed to take the Revenue Commission hires in one motion, but he said since one is a trainee, and the other is a Clerk, they would be taken in two separate motions.

**MOTION** was made by Derrick Gatlin and seconded by Daryl Sammet to approve to hire April Norwood as the Revenue Clerk Trainee, in the Revenue Commission Office.

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.

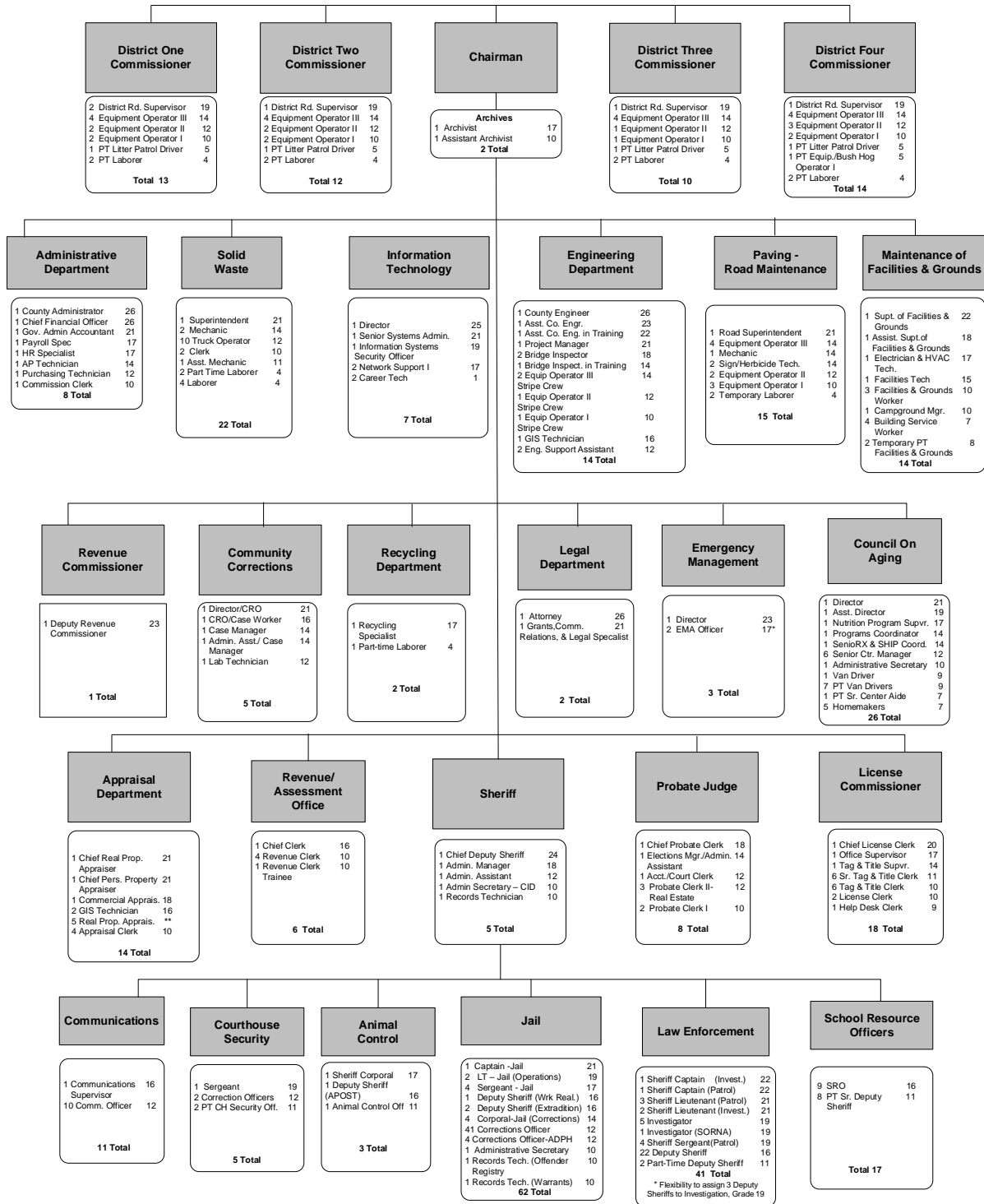
**MOTION** was made by Daryl Sammet and seconded by Derrick Gatlin to approve to hire Heather Daniel as the Revenue Clerk, in the Revenue Commission Office.

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

**MOTION** was made by LaDon Townsend and seconded by Derrick Gatlin to approve to amend Staffing Plan to reflect one (1) Revenue Clerk Trainee under the Revenue/Assessment Office.

# MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 20, 2024, COMMISSION MEETING

## LIMESTONE COUNTY COMMISSION STAFFING PLAN February 20, 2024



\*EMA Officer

Ten Year Experience & required certifications:19

\*\*Real Property Appraiser

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

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

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

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 20, 2024,  
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and Danny Barksdale, 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
Hannah Renee Clem	Building Service Worker	3/14/2024
James Max Scott	Facilities & Grounds Maintenance Worker	3/2/2024
Vanessa Yates	Building Service Worker	3/7/2024
Layla Moore	Information System Security Officer	3/17/2024
Austin Blake McMahan	Sign/Herbicide Tech	2/20/2024 (Anniv. Date 2/4/2024)
Michael Shane Black	Equipment Operator III – Eng.	2/28/2024
Angela Baldwin	Superintendent – Solid Waste	2/20/2024 (Anniv. Date 2/17/2024)
Matthew Sanders	Equipment Operator II – D4	3/21/2024

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 Daryl Sammet to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Poplar Creek Cabin Sites Subdivision – replat of Lots 1 & 2, Block 2	Minor	Preliminary & Final	3	3	East end of Motter Dr.

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 Daryl Sammet and seconded by Danny Barksdale to approve to sell the following on GovDeals:

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Department	Item	Inventory #	Serial #
Engineering	2004 Ford F-250 Pickup 2011 Ford F-150 Pickup	91100001 18921	1FTNX21L84EC41853 1FTEX1CM6BFB46909
District 1	Forklift	18911	n/a

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 LaDon Townsend and seconded by Derrick Gatlin to approve to revise previous Minutes to reflect the correction and clarification of the Deputy Coroner and Assistant Deputy Coroner.

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

**MOTION** was made by Danny Barksdale and seconded by Derrick Gatlin to approve to authorize a lawsuit under the Junk and Debris Act with respect to properties located at 9804 Poplar Point Road, Athens, AL 35611 and 9833 Poplar Point Road, Athens, AL 35611.

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.

Commissioner Sammet thanked County Attorney Drew Dill for writing proclamation that was presented in today's work session meeting. He further stated that there has been devastation to roads all over the County, due to the snow and ice, and any money received would be greatly appreciated to help repair those roads.

Commissioner Townsend thanked Ms. Baker for her bravery. He also stated that he has several roads in District 4 that are still unpassable, and that they are working to get those roads repaired.

Chairman Daly thanked everyone for coming to the meetings today, he also reminded everyone of FFA week, and the primary election on March 5, 2024. He further stated he was honored to be able to present the proclamation to Ms. Baker today.

Adjourned at 10:27 a.m. until 9:00 a.m. on Monday, March 4, 2024, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.