

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today at 10:30 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 Danny Barksdale and seconded by Daryl Sammet to approve the minutes of January 22, 2024.

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 Daryl Sammet and seconded by Derrick Gatlin to approve the following claims:

1/12/2024	0072688 - 0072781	\$ 818,330.18
1/23/2024	0072782	\$ 98.66
1/25/2024	0072783	\$ 49,078.00
1/26/2024	0072784 - 0072849	\$ 2,560,825.22
1/26/2024	0072850	\$ 429.04
1/30/2024	0072854	\$ 370.00
1/31/2024	0072855 - 0072924	\$ 572,125.16
2/02/2024	0072925 - 0072962	\$ 86,056.95
2/02/2024	0072963	\$ 1,411.04
	TOTAL	\$ 4,088,724.25

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve a Resolution regarding Amendment 1 on the March 5, 2024; Primary Election held on March 5, 2024.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

**STATE OF ALABAMA
LIMESTONE COUNTY**

**RESOLUTION
OF THE LIMESTONE COUNTY COMMISSION**

WHEREAS, voters will soon consider Amendment 1, which will be on the ballot during the 2024 Primary Election held on March 5, 2024; and

WHEREAS, the Legislature regularly passes local laws and local constitutional amendments that impact the services provided to the county's residents, as well as the mechanisms for funding these services; and

WHEREAS, some of these taxpayer-funded services include law enforcement, education, fire protection, ambulance services, the regulation of alcoholic beverages, and economic development; and

WHEREAS, since 1984, the Alabama Constitution has required that no legislation be considered by the Legislature until both of the State's annual budgets are passed and delivered to the Governor; and

WHEREAS, there is an exception that allows the Legislature to consider other matters ahead of the budgets by adopting a "Budget Isolation Resolution" (BIR) by a vote "of not less than three-fifths of a quorum present"; and

WHEREAS, the language of this exception has been interpreted various ways since 1984 and has generated lawsuits in recent years over how many votes are needed to adopt a BIR; and

WHEREAS, if a court finds that a local law's BIR was adopted improperly, it could result in that local law being challenged on procedural grounds, even if the local law otherwise passed both chambers and became law; and

WHEREAS, Amendment 1 would allow local bills and local constitutional amendments to be considered by the Legislature without the adoption of a BIR, removing a procedural step from the legislative process; and

WHEREAS, the Association of County Commissions of Alabama has adopted a resolution encouraging Alabamians to vote yes to Amendment 1 on March 5, 2024.

NOW, THEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION that it encourages the citizens of the county to go to the polls on March 5, 2024, and make their voices heard on Amendment 1.

DONE this 5TH day of February 2024.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

Collin Daly, County 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; 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 a contract with iNet Reference Services.

**MEMORANDUM OF UNDERSTANDING BETWEEN LIMESTONE COUNTY,
ALABAMA HOST PARTNER AND EARL DUDLEY, LLC**

In consideration for the continuous and unimpeded use of Earl Dudley, LLC (hereinafter, "ED") iNet reference service, Limestone County, Alabama, a political subdivision of the State of Alabama (hereinafter, sometimes, "Host" or "Location Host Partner") will provide to ED the following:

- 1) A \$600.00 annual payment by Host to ED to be paid within 30 days of the anniversary date of this agreement.
- 2) Maintain a secure, dry, and conditioned (temperature may range from 40 degrees F to 95 degrees F) space, acceptable to ED (whose acceptance shall not be unreasonably withheld), for the locating of a Continuously Operation OPS Reference Station (CORS) at the following address:

Limestone County Engineering Department 14119 Ripley Rd
Athens, AL 35611
- 3) Easily accessible to such space with permission to locate an antenna in a suitable location to track all possible satellite signals, as identified in *U* 1,
- 4) Provide and maintain high-speed internet service including a static IP address for no additional charge. Upon notification of the internet service being down the service would need to be restored by IHOST's internet service provider.
- 5) Use of electric power to operate CORS.
- 6) HOST make all reasonable efforts to ensure that the CORS is not tampered with at any time.
- 7) Access to the CORS for maintenance and upkeep during normal business hours (7AM until 5PM Monday to Friday) and on weekends with verbal notice of at least 12 hours.
- 8) Operational failures with the CORS will be communicated to HOST PARTNER via text or phone. Response time of less than 4 hours during regular business hours is expected or by 9:00 am the next day whichever is faster.

ED will review with HOST the modifications needed to install the CORS system within this location prior to this agreement being executed. Upon acceptance by HOST of this plan this agreement will be signed and dated.

ED shall be responsible for all damage to the CORS and related equipment installed at this location due to fire, flood, storm, or similar acts. HOST shall be responsible for any loss due to vandalism unless it occurs during

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

the commission of a crime.

HOST understands that ED will install the dual frequency RTK CORS (including but not limited to a GPS receiver, power supply, and router if applicable) and will run a coaxial cable from the mounted antenna to the CORS. Such work shall be done in a neat and professional manner. ED will not have to restore the modification to like new condition. ED will, upon termination of memorandum of understanding, will repair any damage caused by the installation to a usable condition considering the location and normal wear and tear.

ED will actively market for a fee, subscription service to potential RTK rover users both public and private. Subscribers to this RTK data service will only have access to the RTK messages transmitted via the internet through the ED network server. HOST'S internet static

IP address information nor any other computer information will be accessible by any potential RTK rover user.

The intended term on this Memorandum of Understanding is for 7 years from the date of signing by both parties. It will automatically renew for a period of one year at the end of each term unless either party notifies the other party in writing 60 days prior to the end of the then current term. In addition, this Memorandum of Understanding may be cancelled by either party upon 90 days written notice mailed to the other party at the address shown below or at such new address as amended in writing to the other party.

Address for notifications:

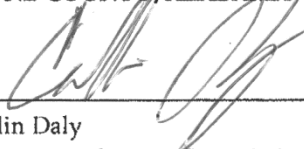
Limestone County Engineering Dept.
Attn: Heath Black
310 W. Washington Street
Athens, AL 35611
256.262.6887 (Office)

Earl Dudley, LLC
Attention: Adam Arrington
P O Box 320185
Birmingham, Alabama 35232
205.595.3796 (Office)

LIMESTONE COUNTY, ALABAMA

EARL DUDLEY, LLC.

BY :


Collin Daly

ITS : Chairman, County Commission

BY :



ITS : Adam Arrington, President

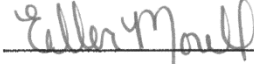
DATED:

2-20-2024

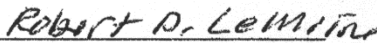
DATED:

2-19-2024

WITNESS:



WITNESS:



PRINT NAME:

Ellen Morell

PRINT NAME:

RDAL

The Chairman asked if there was any discussion. Chairman Daly stated that this MOU will be will be good for GPS in Limestone County. 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 Daryl Sammet and seconded by Derrick Gatlin to approve a contract with L3Harris Technologies, Inc. in accordance with Invitation to Bid 2023-01 for P25 radios.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

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

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve a contract with Jimmy Bryant Moss as a part-time Election Specialist- Machine Technician for the upcoming 2024 elections.

STATE OF ALABAMA
COUNTY OF LIMESTONE

SERVICES CONTRACT

This Services Contract for the Limestone County Commission made and entered into this 5th day of February 2024 by and between the Limestone County Commission (hereinafter referred to as "County"), as the governing body of Limestone County, Alabama, and Jimmy Bryant Moss.

The purpose of this contract is for Jimmy Bryant Moss to act as a part-time Election Specialist - Machine Technician during the 2024 election cycle for the Limestone County Commission.

It is further understood that any obligations, services, or other terms of this contract shall refer to the services to be provided by Jimmy Bryant Moss to the Commission Office.

Jimmy Bryant Moss shall perform the following services and obligations:

- a) To work with the Probate Office and report to the Judge of Probate.
- b) To provide a timecard detailing days worked on a weekly basis for payment to be made the following Friday.
- c) To follow the duties and guidelines attached to this contract.

The County shall pay Jimmy Bryant Moss compensation at a rate of Three Thousand Two Hundred Dollars and 00/100 Cents (\$3,200.00) per election for a total of three (3) elections not to exceed Nine Thousand Six Hundred Dollars and 00/100 Cents (\$9,600.00) nor to exceed the annual limitation on earnings as allowed by ERS, payable in installments.

This contractual agreement will be in effect beginning February 5, 2024, through December 31, 2024. Either party may terminate this contract upon written notice.

Collin Daly, Chairman Limestone
County Commission

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

Jimmy Bryant Moss

Attest:

Ellen Morell, County Administrator

PRIMARY ELECTION - TUESDAY, MARCH 5, 2024

PRIMARY RUNOFF ELECTION - TUESDAY, APRIL 16, 2024

GENERAL ELECTION - TUESDAY, NOVEMBER 5, 2024

Election Specialist - Machine Technician

- **38 DS200 electronic vote counting machines**
- **28 ExpressVote ballot marking device terminals**
- **25 polling places**
- Picks up election testing materials and memory sticks from Probate Judge
- Performs diagnostics on all DS200 electronic vote counting machines and ExpressVote machines
- Analyzes malfunctions and makes appropriate repairs
- Creates test ballots to ensure all machines are working properly prior to public test
- Assists Probate Judge to hold public test prior to each election
- Delivers and picks up each machine, ensures all machines are delivered to appropriate polling places and are in working order
- Delivers and picks up privacy booths and other necessary items to polling places
- Assists with schools for inspectors and polling officials prior to each election
- Works on election day to repair any machine issues and assists polling officials with questions that they may have during election day
- Works election night (poll closing) to assist polling officials with any issues or questions

+18 working days per election - additional County personnel needed

7 days - 2 people - Preparation (includes all testing, coordinating delivery with polling places, etc.)

1 day - 2 people - Public Testing of all DS200 electronic vote counting machines. Pick up lift truck from rental location. Begin loading truck for delivery.

3 days - 4 people - Delivery of all machines (DS200 & ExpressVote) and supplies

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

1 day - 4 people - Election Day

3 days - 4 people - Pick up of all machines (DS200 & ExpressVote) and supplies

3 days - 2 people - Post election organization - Putting election warehouse back in order.

Retrieving materials from Clinton Street Annex for storage, organizing all election day materials including voted ballots, unvoted ballots, Record of Election boxes. Sort and separate any election materials that may be destroyed.

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 Derrick Gatlin to approve to apply for Rebuild Alabama Act Annual Grant Program in the amount of \$281,750.00 with a county match of \$15,875.00.

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 Derrick Gatlin and seconded by Danny Barksdale to approve a Lease Agreement with Canon Financial Services for a copier at EMA.

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 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)



THE LIOCE GROUP
NEW DIMENSION IN BUSINESS

COMPANY LEGAL NAME County of Limestone		DBA		PHONE ("Customer") (256) 232-2631	
BILLING ADDRESS 1011 W. Market Street		CITY Athens		STATE ZIP AL 35611	
EQUIPMENT ADDRESS		CITY		STATE ZIP	
EQUIPMENT INFORMATION				NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description		No. of Payments	Payment Amount *
1	Konica Minolta	bizhub C360i with DF-714		3	\$2,489.88
TERM IN MONTHS: 36		PAYMENT FREQUENCY: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other: <u>Annually</u>			
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 *:		* Plus Applicable Taxes (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.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.		AUTHORIZED CUSTOMER SIGNATURE	
By: _____	By: _____	Title: _____	
Title: _____	Printed Name: _____	Email address: _____	
Date: _____	Tax ID#: _____	If proprietor, DOB: _____	Date: _____
To: Canon Financial Services, Inc. ("CFS")			
ACCEPTANCE CERTIFICATE			
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

- 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.
- 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.
- 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.
- 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.**
- 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 lessee. 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.
- 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 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.
- ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUE 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.
- 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.
- 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 access to 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.
- 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, security, storage, 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.
- 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.
- 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, FEBRUARY 5, 2024, COMMISSION MEETING



The Lioce Group
2950 Drake Avenue
Huntsville, AL 35805

Service Agreement

Date 1/25/2024
Customer #
Representative Taylor Parker

Ship To	
Limestone County EMA	
1011 W. Market Street	
Athens, AL 35611	
Contact:	Lori Hargrove
Meter Contact:	Brooke Rollins
Meter Method:	FM Audit
Phone:	256-216-3416

Bill To
Limestone County EMA
1011 W. Market Street
Athens, AL 35611

Installation and Service Agreement Options

Appropriate categories must be initialed by the client in the box to the left of the option.

Maintenance Type: Monthly

Contract Length (months): 36

Contract Start Date: upon delivery

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W	0.077	0	Monthly	0.077	Monthly
Color	0.051	0	Monthly	0.051	Monthly
B/W Printer	0	0			
Color Printer	0	0			
Toner	Included				
Paper	Not Included				
Staples	Not Included				

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

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
bizhub C360i with DF-714 (Sourcewell) 36 ppm Printer				
bizhub C360i with DF-714 (Sourcewell) FK-514 FAX KI				
bizhub C360i with DF-714 (Sourcewell) FS-539 (50- sh				
bizhub C360i with DF-714 (Sourcewell) PC-216 PAPE				
bizhub C360i with DF-714 (Sourcewell) PK-520 2/3 Hol				
bizhub C360i with DF-714 (Sourcewell) RU-513 relay u				

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, FEBRUARY 5, 2024, COMMISSION MEETING

Terms and Conditions

General Terms and Conditions

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 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 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 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. Duplicated copies shall be counted at twice the rate of simple 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 meter for the meter provided. TLG 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 estimate. In the event of expiration of the Base Allowance, an 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, masters) and fuser unit cleaner/lubricants (fuser webs, 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/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 item), service problems, or unacceptable copy quality, then TLG may terminate this Maintenance Agreement without the refund of any fees received 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 product(s) 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 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 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

billeted 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 ten 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 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. 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 circuits 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 Lioce, 2950 Drake Avenue, Huntsville, AL 37478. 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 741.4(a).

32. The Lioce 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% off 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 Lioce 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 Lioce 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 Lioce 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. 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 to enter into an agreement with JM Wood Auction Company, Inc. to auction ten (10) 2024 Kenworth T880s and two (2) 2024 Kenworth T880s.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**



Corporate Office: 3475 Ashley Road, Montgomery, AL 36108
South Carolina Office: 115 Belvedere Circle, West Columbia, SC 29172
Phone: 334.264.3265; Fax 334.269.6990

January 29, 2024

Limestone County Commission
310 W. Washington Street
Athens, Alabama 35611

Re: Truck Rotation

Dear Commission:

We want to thank you for allowing J.M. Wood Auction Company, Inc. the opportunity of submitting a proposal on the auction of your surplus equipment. Since 1973, J.M. Wood Auction Co. Inc. has conducted thousands of public auctions and sold billions of dollars of heavy machinery and trucks to buyers across the world. We believe our marketing methods along with our extensive global reach to buyers are necessary for you to achieve the true global market value of your assets.

- ❖ **Auction Location and Date:** The proposed auction will be MARCH 19-22, 2024, or JUNE 11-13 2024 at our auction facility in Montgomery, Alabama.
- ❖ **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.
- ❖ **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. J.M. Wood Auction has been recognized by both Facebook and Constant Contact as one of their annual top performing marketing companies.
- ❖ **Auction Delivery, Pre Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre- auction services such as detailed inspection reports, photography, video, clean-up and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024, COMMISSION MEETING

up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from seller. J.M Wood Auction will coordinate site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- ❖ **Auction Day:** With over 40 years in the auction business, it is in our blood. We live for auction day and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.
- ❖ **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.
- ❖ **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.
- ❖ **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within twelve (12) banking days after the date of auction. Any service fees incurred such as clean-up, repairs, and transportation will be deducted from seller's final net proceeds.
- ❖ **Liens and Encumbrances:** Auctioneer acts as Sellers agent. Seller guarantees that he/she is the sole owner of items being sold and states that items are free of all mortgages liens and encumbrances. Seller agrees to disclose any and all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc. (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.

❖ ***Financial Guarantee w/annual service agreement***

J.M. Wood Auction Company, Inc. gives Limestone County Commission a gross financial guarantee of **\$2,650,000.00** for the equipment listed on the attached (Exhibit "A"). A commission rate of 6% **Absolute** will be charged to gross sales. **PLEASE NOTE:** This annual service agreement option is good for 3 years. It may be canceled in writing with 30 days' notice. Limestone County Commission is not obligated to sell trucks every year, only when the guarantee is agreeable with both parties.

Additional Terms: J.M. Wood Auction agrees to assist in transportation of the trucks to the JM Wood Auction Facility with a bus to take drivers back to Limestone County.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

We would like to thank you for allowing J.M. WOOD AUCTION COMPANY, INC. to present this proposal to you and we look forward to conducting your auction.

“We Turn Equipment Into Cash”

Limestone County Commission

Date

Bryant S. Wood, President Al. Lic. 1137
J.M. Wood Auction Co., Inc.

Date

Ruston R. Wood, Vice President
J.M. Wood Auction Co., Inc.

Date

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 budget revision:

Department	Account Number	Title of Line Item	Amount
District 3	111-35910-300	Budgetary Fund Balance	- \$15,000.00
	111-53400-549	Miscellaneous Equipment	+ \$15,000.00

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 Derrick Gatlin to approve to hire Sara Whitesell as a Corrections Officer, effective February 5, 2024, pending a drug screening.

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.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

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

Name	Position	Effective Date
Hope Wood	Tag & Title Supervisor	2/5/2024
Yolynda Denise Woods	Sr. Tag & Title Clerk	2/25/2024
Steven Posey	Deputy Sheriff	2/22/2024
Christa McCurry	Grants, Community Relations & Legal Specialist	2/22/2024
April Davis	Assistant Archivist	2/8/2024
Sonya Persell	GIS Technician – Appraisal	2/14/2024
Cameron Puckett	Chief Clerk – Revenue	2/16/2024
Dennis Wallace	District 1 Road Supervisor	2/6/2024
Benjamin Pepper	District 2 Road Supervisor	2/29/2024
Gary Alton McGee	D2 – Litter Patrol	2/28/2024
Jeffrey Grisham	Corrections Officer	2/8/2024
Logan Martin	Corrections Officer	2/22/2024
Shelly Posey	Corrections Corporal	2/19/2024
William Keith Chandler	Jail Sergeant	2/5/2024
Cathy Robertson	Van Driver	2/8/2024
Tyler McBay	Equipment Operator III	2/8/2024

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 subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Lakeside Estates Subdivision Second Addition – replat of Lots 1 & 2, Block 2	Minor	Preliminary & Final	3	4	17721 & 17767 Lakeside Estates Rd.
Barlow Subdivision	Minor	Preliminary & Final	2	4	West side of Nelson Rd. near the intersection with Milton Ln.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

Angela Marie Subdivision	Minor	Preliminary & Final	4	1	North side of Holland Gin Rd. approx. 1 mile west of Upper Elkton Rd intersection
The Martin Estate Subdivision	Minor	Preliminary & Final	4	1	Northeast corner of the intersection of AL Hwy 251 & Old Miller Rd.
The Flats at Autumns Woods Phase 1	Major	Preliminary	52	2	North side of Huntsville Brownsferry Rd. just west of Bowers Rd.

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 Derrick Gatlin and seconded by LaDon Townsend to rescind the approval for Franklin Estates Subdivision Phase 1. This Minor Subdivision was given approval on September 5, 2023. Approve the following subdivision that has been submitted with changes:

Name	S/D Type	Approval Type	Lots	District	Location
Poplar Creek Road Subdivision	Minor	Preliminary & Final	4	3	West side of Poplar Creek Road south of Hwy 72 intersection

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 Derrick Gatlin and seconded by Daryl Sammet to approve to seek financing for the following:

- Five (5) 2024 Kenworth T480s w/28-yard side loaders (garbage trucks).
- One (1) 2025 Kenworth T480 with 22-yard side loader (garbage truck).
- Ten (10) 2025 Kenworth T880s (dump trucks); and
- Two (2) 2025 Kenworth T880s (lowboys).

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.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 5, 2024,
COMMISSION MEETING**

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve to instruct county attorney to request an opinion from the Attorney General regarding local laws pertaining to rock quarries.

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.

Chairman Daly mentioned the consideration of movement of \$100,000 from the road and bridge fund and give each district \$25,000 to use to purchase safety items for their district. Commissioner Sammet stated that he felt this was a great idea.

Commissioner Sammet stated that Sand Springs Road and Sharp Road are closed. He further thanked Engineer Marc Massey for working on the grant for a bridge project.

Commissioner Barksdale asked that citizens be patient while they are addressing road issues. He also stressed that it is important for citizens to call in all road issues to the office.

Commissioner Gatlin stated that road issues from the ice storm are going to get worse before it gets better. He also stated that getting the Attorney Generals' opinion on the rock quarry is a great idea.

Commissioner Townsend stated that roads across the county are deteriorating due to the ice and snow and that his employees are out patching potholes. He asked that citizens please be patient during this process. Commissioner Townsend further addressed the National Flood Insurance Plan and rock quarry issues.

Chairman Daly thanked his fellow Commissioners and everyone that came to the today's meeting.

Adjourned at 10:50 a.m. until 9:00 a.m. on Tuesday, February 20, 2024, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.