

**LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2023,
COMMISSION MEETING MINUTES**

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

Present: Daryl Sammet, Danny Barksdale, Derrick Gatlin, and LaDon Townsend. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve the minutes of February 6, 2023.

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

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

2/7/2023	0068860	\$ 20,080.00
2/10/2023	0068861 - 0068920	\$ 661,702.68
2/10/2023	0068921	\$ 432.48
2/10/2023	0068922 - 0068923	\$ 546.40
2/17/2023	0068924-0068992	\$ 648,256.16
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	Total:	\$ 1,331,017.72

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

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve a resolution allowing the Limestone County Commission to enter into an agreement with the State of Alabama through ALDOT for the widening and addition of turn lanes on SR-127 from Bob Jones Parkway to Upper Fort Hampton Rd. to benefit Elkmont Elementary School.

RESOLUTION NUMBER_____

BE IT RESOLVED, by the Limestone County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Widening and addition of turn lanes on SR-127 from Bob Jones Pkwy. to Upper Fort Hampton Rd.

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to benefit Elkmont Elementary School; Project STPAA-0127(); CPMS Ref# 100076302.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Limestone County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 21st day of February 2023, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

_____, day of _____, 20_____, and that such resolution is of record in
the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this
_____ day of _____, 20_____.

County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL- AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

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Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

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EXHIBIT H
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EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

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- 1.withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
- 2.cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race. Color. Creed. National Origin. Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FT A may issue.

2. Age -In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FT A may issue.
3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FT A may issue.

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COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.
- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTY'S CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS; LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

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The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

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TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION
SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

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Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete, and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL: 
CHIEF ENGINEER

APPROVAL: 
TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017
DATE

1-20

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.

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MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve a resolution authorizing Limestone County to join the State of Alabama and other local governments as participants in current and future opioid settlements.

PROPOSED

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING LIMESTONE COUNTY TO JOIN THE STATE OF
ALABAMA AND OTHER LOCAL GOVERNMENTS AS PARTICIPANTS IN CURRENT

AND FUTURE OPIOID SETTLEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and Limestone County, Alabama.

WHEREAS, Limestone County has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers (“Opioid Litigation”);

WHEREAS, the State of Alabama has entered into various Settlement Agreements and are likely to enter into additional agreements in the future which include the claims for the State of Alabama’s local governments;

WHEREAS the Limestone County finds the terms of the current Settlement Agreements acceptable and in the best interest of the community and anticipates the terms of the future Settlement Agreements to be similarly acceptable;

WHEREAS, the State of Alabama has prepared and presented Settlement Sign-On Agreements to the local governments and Limestone County finds the terms of the Sign-On Agreement acceptable and in the best interest of the community;

WHEREAS, the current and future Settlement Agreements and Sign-On Agreements will detail the allocation of Settlement Funds, which Limestone County finds acceptable and, in the best, interest of the community;

NOW, THEREFORE, BE IT RESOLVED BY COMMISSION OF COUNTY, ALABAMA,

Section 1. That Limestone County finds that participation in the various Opioid Settlements, Settlement Agreement and Sign-On Agreement is in the best interest of Limestone County and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That Limestone County hereby expresses its support for the Settlement of various Opioid claims and allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement.

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Section 3. That Limestone County's Chairperson ("County Chairperson") is hereby expressly authorized to execute the Settlement Sign-On Agreements and is hereby authorized to execute any formal agreements necessary to implement the Settlements and plan for the allocation and use of Settlement Funds.

Section 4. That the County Chairperson is hereby expressly authorized to execute any formal agreement and related documents evidencing Limestone County's agreement to the settlement of claims and litigation related to the Opioid Epidemic.

Section 5. That the County Chairperson is authorized to take such other action as necessary and appropriate to effectuate Limestone County's participation in any Settlement related to the Opioid Epidemic.

Section 6. This Resolution is effective upon adoption, the welfare of Limestone County, Alabama requiring it.

ADOPTED this the 21st day of February 2023.

Collin Daly, Chairman

ATTEST: _____

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 Derrick Gatlin and seconded by Daryl Sammet to approve a resolution authorizing the Chairman execute any and all documents necessary to obtain financing for the commercial loan including but not limited to the Note and Security Agreement for the financing of ten (10) 2024 Kenworth T880S dump trucks, two (2) 2024 Kenworth T880 lo-boy tractors and three (3) garbage trucks. Bryant Bank was approved to finance said purchases on February 6, 2023.

RESOLUTION
OF THE LIMESTONE COUNTY COMMISSION

WHEREAS, meeting of the Limestone County Commission was held on February 21, 2023 at the address of 100 South Clinton Street, Athens, Alabama at which the following were present:

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

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Chairman Collin Daly presided.

WHEREAS, on February 6, 2023 the Commission awarded financing through Bryant Bank in the amount of \$2,875, 177.88 at an interest rate of 3.22% for the purchase of ten (10) dump trucks with dump beds, and two (2) lo-boy tractors with a term of fifteen (15) months with a single payment of principle and interest at maturity; and

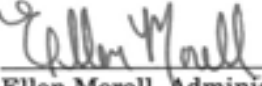
WHEREAS, on February 6, 2023 the Commission awarded financing through Bryant Bank in the amount of \$555,920.84 at an interest rate of 3.79% fixed for the purchase of three (3) garbage trucks with a term of sixty (60) months fully amortized term loan, annual payments of principal and interest; and

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

Approved this 21st day of February 2023.



Collin Daly, Chairman

ATTEST:


Ellen Morell, Administrator



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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve a Construction Agreement between the State of Alabama through ALDOT and the Limestone County Commission for the widening and addition of turn lanes on SR-127 at Elkmont Elementary School. Project STPAA-0127.

**CONSTRUCTION
AGREEMENT
FORA
FEDERAL AID
PROJECT**

**LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2023,
COMMISSION MEETING MINUTES**

**BETWEEN THE STATE OF ALABAMA
AND THE
LIMESTONE COUNTY COMMISSION**

**Project No. STPAA-0127()
CPMS Ref# 100076302**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Limestone County Commission, Alabama, (FEIN 63-6001607) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the widening and addition of turn lanes on SR-127 from Bob Jones Pkwy. to Upper Fort Hampton Rd. to benefit Elkmont Elementary School; Project STPAA-0127(); CPMS Ref# 100076302.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The project will be limited to \$1,200,000.00 Federal STPAA funds for this project. Any deficiency in Federal Aid or overrun in project costs will be borne by the County from County funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal STPAA Funds	\$ 1,200,000.00
County Funds	\$ 300,000.00
 TOTAL (Incl CE&I & Indirect Cost)	 \$ 1,500,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for reallocation. A time extension may be approved by the IARB upon formal request by the applicant.

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The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorated share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval.

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This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third- party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement. For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE.

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Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.

E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees. For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or mis expenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right- of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms

**LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2023,
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provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE. All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.

**LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2023,
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B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.

C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement

**LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2023,
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Limestone County, Alabama

By: _____
Clerk (Signature)

By: _____
As Chairman (Signature)

Print Name of Clerk
(AFFIX SEAL)

Print Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Curtis W. Vincent, P.E.
North Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

**STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION**

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS ____ DAY OF _____, 20____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

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

LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2023, COMMISSION MEETING MINUTES

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve a Service Agreement with The Lioce Group for copier service in the Judge of Probate's Office.



The Lioce Group
2950 Drake Avenue
Huntsville, AL 35805

Service Agreement

Date 2/2/2023
Customer #
Representative Taylor Parker

Ship To	Bill To
Limestone County Probate 100 S. Clinton St, Suite D Athens, AL 35611	Limestone County Probate 100 S. Clinton St, Suite D Athens, AL 35611
Contact: Jonathan Yerdon	
Meter Contact: Jonathan Yerdon	
Meter Method: FM Audit	
E-Mail: jonathan.yerdon@limesonec	

Installation and Service Agreement Options

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

Maintenance Type: 0

Contract Length (months): 36

Contract Start Date: Upon Delivery

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

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

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
bizhub C300i with DF-714 (Sourcewell) 30 ppm Printer				
bizhub C300i with DF-714 (Sourcewell) FK-514 FAX Kit				
bizhub C300i with DF-714 (Sourcewell) FS-536 Finisher				
bizhub C300i with DF-714 (Sourcewell) PC-116 PAPER				
bizhub C300i 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 forth the entire agreement between parties.

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

LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2023, COMMISSION MEETING MINUTES

Terms and Conditions

General Terms and Conditions

1. **DEFINITION AND INCORPORATION.** The term "Maintenance Agreement" as used herein shall mean the Maintenance Agreement for service, software and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and The Lioce Group, Inc. ("TLG") agree that these Terms and Conditions are incorporated by reference into the Maintenance Agreement to which they are attached as well as all purchase orders and invoices between Customer and TLG concerning the Equipment or Software which is the subject of a Maintenance Agreement. All references to "Equipment" pertain to Equipment and/or Software provided by TLG and covered under this Maintenance Agreement.
2. **INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.
3. **Maintenance with Supplies.** If Customer selects the option with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, TLG will perform maintenance cleaning and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below). TLG will furnish the following supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by TLG and additional deliveries as required: Toner, Developer, Drums or Photocopy, Fuser, Change, Fuser Oil, Webs. Maintenance with Supplies does not include paper, labels, staples or transparencies of any kind. TLG reserves the right to charge Customer for shipping and handling charges incurred by TLG for the delivery of any Consumable Supplies delivered to the Customer. TLG agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 15, TLG shall have the right under this Maintenance Agreement to increase the Maintenance rate without written notice to Customer.
4. **EXCESS COPIES.** The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Base Allowance" on the face of the Maintenance Agreement (the "Initial Term"). Base Allowance copies are accumulated from the initial meter read. Customer shall provide TLG with meter readings on the last day of each month and/or when requested by TLG. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplicated 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 the month, TLG shall be entitled to estimate the meter reading 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, masters) and fuser unit cleaner/rollers (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/receptacles. If Customer uses parts or supplies 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 Customer shall be responsible for any fee refund to 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 DRA). 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 opts-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 5% price increase over the prior term until equipment is in service for 5 years at which the maximum annual increase will not exceed 15%.
16. **CANCELLATION OF SERVICE.** Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, TLG may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. TLG may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Maintenance Agreement be cancelled by Customer, TLG will not issue any refund for the unused portion.
17. **LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to TLG the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, TLG may cancel this agreement and collect damages according to the foregoing formula.
18. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by TLG does not constitute a waiver of such rights by TLG, or in any way prevent TLG from enforcing such rights, or any other rights hereunder, at a later time.
19. **ENTIRE AGREEMENT.** The Maintenance Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from TLG, 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 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.** CUSTOMER TAKES THE EQUIPMENT/SOFTWARE "AS IS" AND TLG MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT/SOFTWARE IS MERCHANTABLE. 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 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 crosstalk 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(e) and 741.4(a).

Initials: 

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

**LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2023,
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MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve an Agreement with Integra Water, LLC for placement of private sanitary sewer within the right-of-way of Limestone County, Alabama.

**AGREEMENT FOR PLACEMENT OF PRIVATE SANITARY SEWER WITHIN THE RIGHT-
OF-WAY OF LIMESTONE COUNTY, ALABAMA**

This Agreement for Placement of Private Sanitary Sewer within the Right-of-Way of Limestone County, Alabama (“Agreement”) is made and entered into on February 21, 2023 (the “Effective Date”) by and between Integra Water, LLC, a Georgia limited liability company (the “Sewer Operator”), and the Limestone County Commission, a political subdivision of the State of Alabama (“Limestone County”).

WITNESSETH:

WHEREAS, Sewer Operator desires to install one or more private sanitary sewer systems with the rights-of-way of Limestone County; and

WHEREAS, the parties intend that this Agreement is only to provide for right-of-way management related to construction, installation, operation, repair, and maintenance of privately owned sanitary sewer infrastructure in public rights-of-way; and

WHEREAS, the parties desire to provide for their rights and obligations, each to the other, as set forth in this agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, each by the other, the parties intending to be legally bound, agree as follows:

1. No Obligation of Limestone County. The parties agree that this Agreement creates no obligation or duty on the part of Limestone County (1) to construct, install, operate, repair, or maintain the Sanitary Sewer Infrastructure, as defined herein; (2) to provide sewer service to citizens of Limestone County; or (3) to regulate, in any manner, the cost, fees, or charges assessed to citizens of Limestone County who utilize the services of Sewer Operator.

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2. **Ownership of Rights-of-Way.** Sewer Operator acknowledges that in entering into or acting pursuant to this Agreement (1) Limestone County makes no representation that it owns any particular right- of-way; and (2) while Limestone County has the authority to permit private entities to install sewer lines in its rights-of-way, the burden shall be on the Sewer Operator to determine if any particular property in which it is placing sewer lines, pumps, manholes, and facilities or equipment customarily necessary for operation of a sanitary sewer collection system (“Sanitary Sewer Infrastructure”) is a county right-of-way over which Limestone County has such authority. Sewer Operator acknowledges that if it places Sanitary Sewer Infrastructure in the right-of-way of a public road in Limestone County, it does so exclusively at its own risk.

3. **Procedure for Approval.** The Sewer Operator agrees that if it desires to place Sanitary Sewer Infrastructure in the right-of-way of a public road in Limestone County, then it shall first supply such engineering plans, drawings, and other engineering and financial information as required by the Limestone County Engineer (hereinafter referred to as the “County Engineer”) or the County Commission of Limestone County. Sewer Operator shall furnish, at a minimum, to the County Engineer detailed engineering drawings prepared by an engineer registered and licensed in the State of Alabama depicting the proposed vertical and horizontal location of the Sanitary Sewer Infrastructure within the right-of-way. The County Engineer shall review the drawing and, in his sole and absolute discretion, shall approve or deny the plan. The County Engineer may, in his sole and absolute discretion, deny a plan if the proposed location of the Sanitary Sewer Infrastructure is deemed by him to be counterproductive to present or future Limestone County public road construction or modification. If the Sewer Operator desires any variation from approved plans, then it shall request such a variation from the County Engineer, who may approve or deny the variation at his sole and absolute discretion. Upon receipt and review of the engineering drawings and supporting documents, the County Engineer shall review the Sewer Operator's requested alignment and engineer drawings for acceptable alignment and construction methods. The requested alignment may be approved or denied at the sole and absolute discretion of the County Engineer. Sewer Operator acknowledges and agrees that no work by the Sewer Operator may begin in the relevant right-of-way until approval of the alignment and construction methods are issued by the County Engineer. If Sewer Operator begins work in the right-of-way before this approval, then Limestone County may deny

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the request and may immediately and without cost or other repercussion to Limestone County terminate this Agreement. Notwithstanding anything to the contrary herein, if the County Engineer denies or rejects any plan or drawing submitted by Sewer Operator, the County Engineer shall provide a reasonably detailed explanation of the reason for such denial and/or rejection such that Sewer Operator may, if possible, revise or modify such plans or drawings to comply with the County Engineer's requirements.

4. **Additional Requirements.** The County Engineer may provide to Sewer Operator reasonable requirements in writing which are not contained within this Agreement with regard to the construction, installation, operation, and maintenance of Sanitary Sewer Infrastructure within the right-of-way of public roads within Limestone County. Sewer Operator shall, at its own expense, take all actions reasonably necessary to comply with such requirements. The County Engineer shall also have the right to inspect the infrastructure and to require as-built drawings or other documents, in a form reasonably acceptable to the County Engineer, which are relevant to the operation of the Sanitary Sewer Infrastructure at any time.

5. **Transfer.** This Agreement may not be transferred without the written approval of Limestone County; provided, Sewer Operator shall have the right to transfer its interest in and to this Agreement in connection with any sale of all or substantially all of Sewer Operator's assets to an entity (1) which has substantially similar experience in operating a private sanitary sewer system as that of the Sewer Operator, (2) which has a net worth substantially similar to or greater than that which the Sewer Operator has as of the date of this Agreement, and (3) which has agreed, or will agree in connection with such transfer, in writing to abide by the terms of this Agreement with respect to all of Sewer Operator's obligations to Limestone County.

6. **Maintenance; Emergency Contact.** The Sewer Operator must have employees or a contractor who shall be located within Limestone or Madison County and who shall maintain the infrastructure on a 24-hours per day, seven-days per week basis, and must, at all times, provide a valid telephone contact with 24-hours per day availability for emergency maintenance.

7. **Indemnity.** Sewer Operator agrees to indemnify and save harmless Limestone County, Alabama, the Limestone County Commission, individual members of the County Commission and any agents, officers or employees

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of the County Commission (collectively, "Indemnified Parties") against all loss and damage, including damage to person or property, arising from the negligence or willful misconduct of the Sewer Operator or its contractors or subcontractors or the officers, agents, or employees of either, while in or about any right-of-way or easement owned by Limestone County related to installation, maintenance, or operation of a sanitary sewer system, or any component thereof within the right-of-way or easement or arising from any accident or an injury not caused by an act of Limestone County or any of the Indemnified Parties. Notwithstanding anything to the contrary herein, (i) in no event shall Sewer Operator be liable to Limestone County for consequential, special, or punitive damages, and (ii) any indemnification or save harmless obligation of Sewer Operator shall extend only to that part or portion of any claim, damage, loss or defect that results from the negligent or willful act of the Sewer Operator, or someone for whom it is responsible, in performing any work pursuant to this Agreement.

In performing any work within the right-of-way related to installation, maintenance, or operation of Sanitary Sewer Infrastructure, or any component thereof, Sewer Operator will conform to and observe all laws, ordinance, building codes, rules and regulations applicable to such work and, will indemnify the Indemnified Parties from and against any charge or liability in favor of the owners or occupants of any property adjacent to any portion of such right-of-way where work is performed by Sewer Operator and arising out of such operation by Sewer Operator and will pay and discharge all liability and damages occasioned to any person or persons resulting from any work performed by Sewer Operator or maintenance of any Sanitary Sewer Infrastructure, or component thereof, performed by or on behalf of Sewer Operator within any right-of-way owned by Limestone County.

If the Indemnified Parties in the enforcement of any part of this Indemnification Agreement shall incur necessary expenses or become obligated to pay attorneys' fees or court costs, Sewer Operator agrees to reimburse the Indemnified Parties' reasonable attorneys' fees and/or costs within a reasonable time after receiving written notice from the Indemnified Parties of incurring such expenses costs or obligations.

8. Insurance. Sewer Operator shall have in effect prior to the issuance of approval of the plan for the Sanitary Sewer Infrastructure and at all times thereafter commercial general liability insurance with a carrier licensed in the State of Alabama and with coverage for the operation of Sanitary Sewer Infrastructure in the right-of-way of a public

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road. The policy shall have limit of \$1,000,000 for any single occurrence and \$3,000,000 in the aggregate for each policy period, with Limestone County, the County Commission and their officials and employees named as additional insureds. Sewer Operator must provide a copy of its insurance certificate with the engineer drawings. Upon written request, Sewer Operator shall provide a valid insurance certificate.

9. **No Liability.** Limestone County, the County Commission, and their officials and employees are not liable to the Sewer Operator for any damage to any Sanitary Sewer Infrastructure within the rights-of- way of public roads in Limestone County which occurs in the course of maintenance or improvement of the said rights-of-way or roadways, except to the extent caused by any negligence or willful misconduct of such parties.

10. **Relocation of Infrastructure.** If Limestone County desires to improve or otherwise change a public road, the drainage along a public road or any Limestone County owned facilities in Limestone County where the Sewer Operator has placed Sanitary Sewer Infrastructure within the right-of-way, the Sewer Operator, at its sole expense and within 30 days of receiving written notice from the County Engineer shall physically locate all infrastructure owned or operated within a Limestone County right-of-way by the Sewer Operator by placing orange wood stakes or other visible markers at a minimum of 50-foot intervals along the route of any underground infrastructure. In the event that the County Engineer determines, in the County Engineer's reasonable judgment, that the Sewer Operator's Sanitary Sewer Infrastructure shall materially interfere with Limestone County's planned work, the Sewer Operator must relocate its Sanitary Sewer Infrastructure within 120 days of receipt of written notice and demand for relocation from the County Engineer or, if the Sewer Operator is delayed by an inability to obtain necessary materials for such relocation or if the Sewer Operator is, in the sole and absolute discretion of the County Engineer, otherwise delayed for reasons outside of the reasonable control of Sewer Operator, such longer period of time so long as Sewer Operator is diligently prosecuting a cure to completion, but in no event longer than 240 days from receipt of written notice and demand for relocation; provided, as a condition to any such relocation, Limestone County will reasonably cooperate in good faith with the Sewer Operator to furnish the Sewer Operator additional right-of-way in which to relocate the Sanitary Sewer Infrastructure, provided further that Limestone County shall not be obligated to expend funds to acquire additional right-of-way. However, such alternative right-of-way may not be available, and

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Limestone County does not guarantee the availability of such additional right-of-way. In such circumstances, Limestone County has no obligation to provide additional or alternative right-of-way area or other location to relocate Sewer Operator's Sanitary Sewer Infrastructure. Limestone County has no obligation to provide the Sewer Operator with the most convenient right-of-way.

11. Obligation to Repair Bond. Sewer Operator must repair and reasonably restore to their original condition within 30 days the any portion of a right-of-way damaged by the installation, operation, or maintenance of the Sewer line or Sanitary Sewer Infrastructure located in the right-of-way of a public road in Limestone County. No trees in the right-of-way larger than six (6) feet tall may be cut by Sewer Operator without the written permission of the County Engineer. Before commencing construction, installation, operation, repair, or maintenance of Sanitary Sewer Infrastructure within the right-of-way of public road in Limestone County, Sewer Operator shall post a bond, Letter of Credit, or cash payment with the County Engineer in an amount equal to 150% of the Sewer Operators engineer's estimate, approved by the County Engineer, of the cost to repair and restore the right-of-way damaged by the Sewer Operator, which bond, in no case, shall be less than \$5,000. The bond shall be returned to the Sewer Operator upon completion to the reasonable satisfaction of the County Engineer of all repairs and restoration necessitated by the Sewer Operator's activities with respect to the Sanitary Sewer Infrastructure.

12. Installation Under Roads. Sewer Operator in the installation, operation, and maintenance of Sanitary Sewer Infrastructure located within the rights-of-way of public roads within Limestone County shall not cut roads, but instead shall bore and case under roads and bore under concrete or asphalt driveways, unless the costs of doing so are unusually high and impractical, as reasonably determined by the County Engineer.

13. Duration. The rights granted to Sewer Operator under this Agreement to locate Sanitary Sewer Infrastructure within the right-of-way of a public road in Limestone County shall be revocable by the County Commission if Sewer Operator (i) fails to comply in all material respects with all laws, rules, regulations, and ordinances applicable to the installation and maintenance of the Sanitary Sewer Infrastructure, or (ii) fails to comply in all material respects with the terms and provisions of this Agreement, and any such failure is not cured within sixty (60) days following written notice from Limestone County.

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14. **Environmental.** The Sewer Operator shall have, comply with, and maintain valid permits from the Alabama Department of Environmental Management (“ADEM”) and from all other required governmental agencies for the treatment, transport, and discharge of all wastewater, sewage, effluent, or other substances placed or allowed in the right-of-way of public roads within Limestone County. If Sewer Operator’s permit expires for any reason, Sewer Operator shall have 30 days from the expiration of the permit to cure this violation of this Agreement.

15. **Traffic Control.** During construction, operation, and maintenance of Sanitary Sewer Infrastructure within the right-of-way of public roads within Limestone County, traffic control devices shall be used by the Sewer Operator in accordance with the latest edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (“MUTCD”), as last revised, and in accordance with all laws, local ordinances and all reasonable requirements of the County Engineer.

16. **Conditional Use of Rights of Way.** This Agreement grants Sewer Operator a right to use the rights of way only to the extent explicitly permitted in this Agreement and to no other extent.

17. **Timely Completion Interruption of Services.** The installation of Sanitary Sewer Infrastructure and related work subject to this Agreement shall be commenced within one year from the date engineer drawings are submitted and shall thereafter be diligently pursued by Sewer Operator. If such work is not commenced with such time, then Sewer Operator shall be required to resubmit any previously approved drawings for the County Engineer’s renewed approval. Once work is initiated, Sewer Operator shall pursue the work continuously and diligently until completion. Sewer Operator shall obtain approval from appropriate authorities prior to interruption of any service (such as water, electrical, cable, etc.) to citizens of Limestone County caused by the Sewer Operator. The installation of the Sanitary Sewer Infrastructure may consist of one or more projects and each project shall comply with the terms of this Section 16.

18. **Jurisdiction Venue.** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction. The parties further agree that (i) any claim of whatever character arising under this Agreement or relating in any way, directly or

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indirectly, to the dealings between them shall be brought exclusively in a federal or state court of competent jurisdiction in Limestone County, Alabama (including, any application for provisional relief); (ii) any such claim that is filed in any other court shall be conclusively deemed as violating the expressed intent of the parties in this mandatory forum selection clause; and (iii) any challenge to the filing of any such claim in a forum designated in this clause shall be deemed waived. **IN WITNESS WHEREOF**, Integra Water, LLC, a Georgia limited liability company, has caused this agreement to be executed by its Manager, John L. McDonald, who is thereunto duly authorized, and Limestone County, Alabama, has caused this agreement to be executed by the Collin Daly, in his capacity as Chairman of the Limestone County Commission, who is thereunto duly authorized, which agreement is effective as of the day and year first above written.

INTEGRA WATER, LLC

LIMESTONE COUNTY, ALABAMA

John L. McDonald, Manager

Collin Daly, Chairman

Date: _____

Date: _____

ATTEST:

ATTEST:

Signature

Ellen Morell, County Administrator

By: _____
Print Name

Date: _____

Date: _____

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John L. McDonald and [_____], whose names as Manager and [secretary], respectively, of Integra Water, LLC, a Georgia limited liability company, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument they, as such officers, and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this _____ day of February 2023.

Notary Public
My Commission Expires:

**LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2023,
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STATE OF ALABAMA

COUNTY OF LIMESTONE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Collin Daly and Ellen Morell, whose names as Chairman of the Limestone County Commission and County Administrator, respectively, of Limestone County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument they, as such officials, and with full authority, executed the same voluntarily for and as the act of said Limestone County, Alabama on the day the same bears date.

Given under my hand and official seal this _____ day of February 2023.

Notary Public:
Commission Expires:

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

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve for the Limestone County Commission to accept the Local Pistol Permit Revenue Loss Fund Administration grant award and start the process for disbursement.

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OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



ALABAMA DEPARTMENT OF
ECONOMIC & COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

STATE OF ALABAMA

MEMORANDUM FOR: Alabama Legislators

FROM: Kenneth W. Boswell, Director, ADECA

RELEASE DATE: February 06, 2023

A handwritten signature in black ink, appearing to read "Kenneth W. Boswell".

SUBJECT: Local Government Pistol Permit Revenue Loss Fund Administration

PROJECT #: 2023-PP-RF-38

RECIPIENT CONTACT: Limestone County Commission
The Honorable Collin Daly

AWARD NOTIFICATION:

This project has been funded for the following amount:

To be determined

PROJECT SUMMARY:

The Limestone County Commission will use the funds to replace lost revenue due to decreased pistol permit sales.

STATUS: Active

CONTACT: William M. Babington, Division Chief

401 Adams Avenue, Post Office Box 5690, Montgomery, Alabama 36104

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.

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MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve to award a contract to Howell Fencing for \$88,750.00 for fencing at North Jefferson Street/Old L&S Property.

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 LaDon Townsend and seconded by Daryl Sammet to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
District 4	111-53500-199 111-53500-232 111-53500-234 111-35910-400	Temporary Help R & M Construction Equip R & M Motor Vehicle Budgetary Fund Balance	+ 6,500.00 + \$12,000.00 + \$ 4,500.00 -\$23,000.00
Engineering	112-53600-510 112-35910	Land Budgetary Fund Balance	+\$380,000.00 -\$ 380,000.00
Sheriff	001-52100-199 001-35910	Misc. Services Provided Budgetary Fund Balance	+\$10,800.00 -\$ 10,800.00
Commission	112-51100-579 112-35910-000	Other Infrastructure Cost Budgetary Fund Balance	+\$90,000.00 -\$ 90,000.00

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

Proposal No.	Item	Awarded to	Amount
2808	HVAC & Refrigeration Equipment, Parts & Supplies	Wittichen Supply East Coast Metal (Backup)	See Attached
2817	Plumbing Equipment, Parts and Supplies	Park Supply Eastern Industrial Supplies (1st Backup) Lowe's (2nd Backup)	See Attached

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2820	Pharmaceutical Drugs, Services and Supplies	IHS Pharmacy	\$1,174.81
2821	D3 Full Size Passenger Truck	Lynn Layton Chevrolet	\$51,516.50

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 LaDon Townsend and seconded by Daryl Sammet to

1. Approve to hire Stephen Cooper Posey as a Corrections Officer, effective 2/21/2023, pending a drug screening.
2. Approve to hire Logan Tyler Martin as a Corrections Officer, effective 2/21/2023, pending a drug screening.

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 Danny Barksdale and seconded by Derrick Gatlin to approve to give Engineer Marc Massey the continuing authority to hire temporary drivers in the Solid Waste Department for a maximum of thirty (30) days each or until approved as non-temporary classified employees at the next available Commission meeting.

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

MOTION was made by 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
Y. Denise Williams	Sr. Tag & Title Clerk (License)	2/25/2023
Bobbi Bailey	Elections Mgr./Admins. Assistant	3/23/2023
Morgan Whitt	Admin. Assistant/Case Manager	3/14/2023
Matthew Sanders	Equipment Operator II	3/21/2023
Justin Flanagan	Chief Deputy Sheriff	3/17/2023
Cary Moore	Deputy Sheriff	3/8/2023
Levi Williams	Deputy Sheriff	3/1/2023
Hope Kauppila	Communications Officer	3/1/2023
Brandon Baker	SRO	3/21/2023

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Sydney Townsend	Deputy Sheriff	3/5/2023
Jonathan Swart	Corrections Officer	3/7/2023
Joey Linginfelter	Sgt Jail (Corrections)	3/7/2023
Tami Teaven	Corrections Officer	3/7/2023
Loren Norwood	Corrections Officer	3/2/2023
Cady Jackson	Corrections Officer	3/18/2023
Samuel Beckham	Corporal-Jail (Corrections)	3/7/2023
Layla Moore	Network Support Specialist	3/17/2023
Spencer Wimborough	Equipment Operator III	3/8/2023
Patricia Phillips	Van Driver	3/15/2023
Sheila Vickers	Senior Center Manager	3/18/2023
Hannah Clem	Building Service Worker	3/14/2023
Vanessa Yates	Building Service Worker	3/7/2023
James Scott	Facilities and Grounds Maintenance	3/2/2023
James Williamson	PT Litter Patrol Driver (D3)	3/15/2023

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 LaDon Townsend, aye. Motion carries unanimously.

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

Name	S/D Type	Approval Type	Lots	District	Location
Clark Subdivision – replat Tracts 1 & 2	Minor	Preliminary & Final	3	1	On the east side of Hays Mill Rd. approximately 1-mile north of intersection with AL Hwy 127

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

**LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2023,
COMMISSION MEETING MINUTES**

Department	Item	Serial #/Inventory #
District 1/Solid Waste	2012 Dodge ¾ Ton Truck	Inventory: 19038 VIN: 3c6TD4CT0CG193885
District 1	2013 Pickup Truck	Inventory: 18889 VIN:1C6RR7FP3DS663817

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.

Commissioner Sammet reported that spray season would soon begin and for citizens to put out their “no spray” signs should they so desire.

Commissioner Barksdale inquired as the digging of a ditch on Ennis Road, progress of the garbage program, and progress of subdivision regulations. Commissioner Barksdale reported that paving season had started, and workers would be on Capshaw and Durprey Worthey Roads.

Commissioner Gatlin commented that he lived two (2) miles from the asphalt plant, and he understood the citizens thoughts and concerns. Commissioner Gatlin further commented that he had requested that the County Attorney look into actions that could be taken, if any, and further recommended that the citizens seek their own legal counsel.

Commissioner Townsend reported that pipes were being put in on Grigsby Ferry Road and pipes had been replaced on Dawson Dupree Road. In addition, workers would be out filling potholes.

Chairman Daly reported that February is “Career Tech Month” as well as the week being “National FAA Week”. Chairman Daly also discussed the project of moving the “Horton House”, and entities (City of Huntsville, Limestone County, City of Decatur) were being asked to do their part in assisting with the move (a four day move). Limestone County has been asked to help with trimming of vegetation along the route for the move. Marc Massey stated that the cost of same would be approximately \$100,000.00. (The Horton House will be made into a museum.) Chairman Daly expressed to the Commission that he felt that a permanent tree trimming crew might be in the best interest of the County and wanted to bring that idea to the Commission.

Adjourned at 10:13 a.m. until 9:00 a.m. on Monday, March 6, 2023, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.