

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today, at 10:35 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: Daryl Sammet, Danny Barksdale, and Derrick Gatlin. Absent: LaDon Townsend. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve the minutes of October 2, 2023.

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

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

9/29/23	0071375-0071478	\$1,758,545.57
9/29/23	0071479	\$704.22
10/6/23	0071480-0071552	\$1,493,053.15
	TOTAL	\$ 3,252,302.94

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

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

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve a Resolution authorizing the Chairman to enter into an agreement with Morell Engineering for the construction engineering and inspection services for the widening and adding turn lanes on SR-127 from Bob Jones Parkway to Upper Fort Hampton Road to benefit Elkmont Elementary School.

**STATE OF ALABAMA
LIMESTONE COUNTY**

RESOLUTION NO. 1012-23

BE IT RESOLVED BY THE COMMISSION OF LIMESTONE COUNTY, ALABAMA, that Limestone County hereby authorizes the Chairman to enter into an agreement with Morell Engineering, Inc. in the amount of \$158,772.17 for the construction engineering and inspection (CE&I) services of “ALDOT Project No. STPAA-0127(503) Widening and Adding Turn Lanes on SR-127 from Bob Jones Parkway to Upper Fort Hampton Road to Benefit Elkmont Elementary School.”

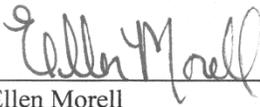
**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

ADOPTED this the 16th day of October, 2023.



Collin Daly, Chairman
Limestone County Commission

ATTEST:



Ellen Morell
County Administrator



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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve a Resolution to accept Grayson Carter and Son Contracting, Inc. for the construction of the widening and adding turn lanes on SR-127 from Bob Jones Parkway to Upper Fort Hampton Road to benefit Elkmont Elementary School.

**STATE OF ALABAMA
LIMESTONE COUNTY**

RESOLUTION NO. 1011-23

WHEREAS, Limestone County, Alabama (the “County”) has solicited and received bids from qualified construction companies to construct “ALDOT Project No. STPAA-0127(503) Widening and Adding Turn Lanes on SR-127 from Bob Jones Parkway to Upper Fort Hampton Road to Benefit Elkmont Elementary School” in accordance with the approved plans and specifications;

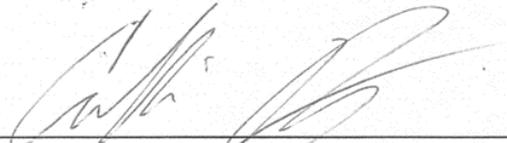
WHEREAS, the Limestone County Commission and Morell Engineering have evaluated the bids received and have determined that Grayson Carter and Son Contracting, Inc. is the lowest responsible and responsive bidder for the construction of the aforementioned project;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF LIMESTONE COUNTY, ALABAMA, that the County hereby accepts the bid received from Grayson Carter and Son Contracting, Inc. for “ALDOT Project No. STPAA-0127(503) Widening and Adding Turn Lanes on SR-127 from Bob Jones Parkway to Upper Fort Hampton Road to Benefit Elkmont Elementary School” and hereby authorizes the Chairman to enter into a construction contract with Grayson Carter and Son Contracting, Inc. in the amount of \$1,058,481.11 to complete the

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

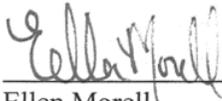
construction of the above-mentioned project.

ADOPTED this the 16th day of October, 2023.



Collin Daly, Chairman
Limestone County Commission

ATTEST:



Ellen Morell
County Administrator



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

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve a Maintenance Agreement and Lease Agreement regarding the East Limestone Community Safe Room and approve for the Chairman to sign any future documents needed for the application and finalization of the grant related to the East Limestone Community Safe Room.

MAINTENANCE AGREEMENT

EAST LIMESTONE COMMUNITY SAFE ROOM

The County of Limestone, State of AL, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense, if necessary, for the routine maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

The purpose of this agreement is to make clear the Subgrantee's maintenance responsibilities following project award and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by Collin Daly, the duly authorized Chairman of the Limestone County Commission, this 16th day of October, 2023.

Signature _____



STATE OF ALABAMA

COUNTY OF LIMESTONE

LEASE AGREEMENT

This Lease Agreement is made and entered into this the 16th day of October 2023, by and between the Isom's Chapel United Methodist Church hereinafter referred to as "Lessor"), and THE LIMESTONE COUNTY COMMISSION, the governing body of Limestone County, Alabama (hereinafter referred to as "Lessee").

WITNESSETH:

That for and in consideration of the covenants and conditions herein contained to be kept, performed, and observed by Lessee and Lessor, the Lessor hereby leases to Lessee, and Lessee does hereby accept from Lessor, for the term herein specified, that property located at 16248 Mooresville Road, Athens, AL 35613, which property shall hereinafter be referred to collectively as "the Leased Premises", which leased premises are hereby leased to Lessee for the purposes of construction of a community storm shelter (hereinafter sometimes referred to as the "Community Safe Room" or "Safe Room").

For and in consideration of the terms, covenants, and conditions herein, it is agreed as follows, to wit:

1. This lease shall be for a term of thirty (30) years commencing the 16th day of October 2023.
2. This lease may be renewed at the option of Lessee for additional five (5) year terms upon notification by Lessee to Lessor.
3. Should Lessor desire to sell the Leased Premises, then, in such event, Lessee shall have a first right of refusal to purchase said property and premises. Lessor shall notify Lessee in writing of its intent to sell said property and surrounding premises. Lessee shall have sixty

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

(60) days upon receipt of notice from Lessor to notify Lessor of its intent to purchase said property and premises, the purchase price for which shall be its reasonably appraised market value.

4. The Leased Premises shall be used by Lessor and Lessee as a Community Safe Room.
5. The Community Safe Room shall be built and/or retrofitted according to FEMA 361 specifications, which costs of construction shall be the obligation of Lessee. The Lessor shall not be responsible for any construction costs.
6. The Community Safe Room shall be open to the public for use as a Community Safe Room and Storm Shelter and shall be identified and advertised as such.
7. The maintenance and operation of the Community Safe Room shall be the responsibility of Lessor. The Community Safe Room shall be operated and maintained in accordance with the Community Safe Room Operations Plans attached hereto as "Exhibit A" and Maintenance Agreement attached hereto as "Exhibit B". The Community Safe Room Operations Plan and Maintenance Agreement shall be executed by Lessor as part of this Agreement and for submission with any grant application.
8. The Lessor shall appoint appropriate individuals for the position of site coordinator, assistant site coordinator, equipment manager, signage manager, notification manager, and field manager, which person shall perform in those duties of each position as set forth in the Community Safe Room Operations and Maintenance Plan.
9. Nothing in this agreement shall prohibit Lessor and Lessee from further agreeing for the responsibilities and obligations in the Community Safe Room Operations and Maintenance Agreement to be shared and/or assigned and assumed by Lessee from Lessor. Similarly, nothing herein shall prohibit the parties from providing access to the Community Safe Room to any State or Local Emergency Management Agency.
10. Lessee shall have the right to maintain fire insurance and loss coverage on the Community Safe Room structure and any other such improvements constructed by Lessee.
11. Lessee shall be responsible and liable for any injury or damage done to the Leased Premises that has been caused by the Lessee, its employees, or any other person whom the Lessee permits to be in, on, or about the Leased Premises. The Lessee agrees to repair, cause to be repaired, or pay for any such damage or injury to the Leased Premises within a reasonable time upon being notified by the Lessor that the damage or injury to the Leased Premises has occurred and is an item of damage or injury covered under this Lease Agreement.
12. Lessor shall not be liable for the damage, loss, or theft of Lessee property to the extent that such damage, loss, or theft of Lessee property is not the result of the Lessor or the Lessor's employees or agents.
13. Lessor shall not be liable for any damage to person or property sustained by the Lessee, its invitees, or other persons coming upon said premises for Lessee's purposes.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

14. Appropriate signage will be provided by Lessee to identify the Community Safe Room at no cost to the Lessor. Lessor shall permit the posting of such signage at the leased premises in a conspicuous location (or locations), identifying the Community Safe Room for the benefit of the general public.
15. This Lease Agreement may not be assigned by Lessee and no part of the premises shall be sub-let by Lessee without written consent of Lessor.
16. Lessee shall at the expiration of this Lease Agreement return the peaceable possession of the premises to the Lessor in as good of a condition as received, normal wear, tear, and aging excepted.
17. In the event this lease should expire without renewal and the Lessee continues thereafter in possession of said premises, it is agreed that the Lessee shall remain as a tenant- at-will on a month-to-month basis.
18. This Lease Agreement may be terminated by Lessee upon giving thirty days (30) notice to Lessor.
19. This Lease Agreement shall further be subject to Lessee's receipt of grant funding for the construction of any Community Safe Room contemplated herein. By signing this Lease Agreement Lessor acknowledges that the receipt of grant funding is a condition of this Lease Agreement and Lessor hereby agrees that should Lessee be unable to receive the aforesaid grant funding then, in addition to any other grounds or rights for termination, Lessee shall have the right to terminate this Lease Agreement effective immediately.
20. Lessor warrants and represents that it has full right and power to execute and perform this Lease and to grant the rights to the Leased Premises demised herein. Lessor further warrants that Lessee, upon complying with the terms herein, shall peaceably and quietly have, hold, and enjoy the Leased Premises and all rights and privileges belonging in or otherwise pertaining thereto during the full term or any extensions thereof.
21. This Lease Agreement shall be construed under and in accordance with the laws of the State of Alabama.

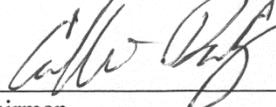
IN WITNESS WHEREOF, the parties have hereunto affixed their seals and executed this Lease Agreement effective on the day and date first above written.

LESSOR:

By: _____
Its: _____

LESSEE:

LIMESTONE COUNTY COMMISSION

By: 
Its: Chairman

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
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; and Daryl Sammet, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve a Service Agreement between The Mental Health Center of North Central Alabama for Athens Limestone Counseling Center to continue to provide a Juvenile Court Liaison from October 1, 2023, through September 30, 2024.

MENTAL HEALTH CENTER OF NORTH CENTRAL ALABAMA, INC.

and

LIMESTONE COUNTY, BOARD OF COUNTY COMMISSIONERS

SERVICE AGREEMENT

The Mental Health Center of North Central Alabama, through the auspices of its outpatient treatment facility in Limestone County, the Athens-Limestone Counseling Center, herein after referred to as ALCC, and the Limestone County, Board of County Commissioners, herein after referred to as Commission, do enter into an agreement for ALCC to continue providing Commission with a Juvenile Court Liaison (JCL) with the following characteristics:

1. This service agreement will go into effect October 1, 2023, and will continue through September 30, 2024.
2. Beginning October 1, 2023, ALCC will continue to provide Commission with an onsite Juvenile Court Liaison. JCL will provide services for the District Court of Limestone County or as specified by Commission.
3. ALCC JCL will provide on-site services for forty (40) hours per week during the normal Monday through Friday work schedule. Work schedule will be mutually agreed upon between ALCC and Commission.
4. ALCC JCL services will include but are not limited to mental health assessments, mental health evaluations, crisis counseling, interventions, individual counseling, group counseling, family counseling, consultation to District Court staff, adolescent anger management classes, and other related services as needed. Prioritization of JCL services will remain a function of Chief District Judge of Limestone County.
5. Commission agrees to provide in-kind contributions of office space and furniture as well as reasonable access to a phone, internet access, copying machine, fax, and the like in order for the JCL to carry out their job duties.
6. Commission and the District Court of Limestone County will abide and follow all state and federal requirements for sharing client protected health information (PHI).

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

7. Rates for stated JCL services will be **Fifty-eight Thousand Nine Hundred Five Dollars and 00/100 Cents (\$58,905.00)** annually or **Four Thousand Nine Hundred Nine Dollars and 00/100 Cents (\$4,909.00)** per month. Method of invoicing will remain consistent with established JCL invoicing practices.

Monthly payments for JCL services are to be sent to:

Mental Health Center of North Central Alabama, Inc.
Attention: Melanie Reid, CFO 1316 Somerville Road, SE, Suite
1 Decatur, Alabama 3560L4317
(256) 260-7342 / (256) 355-6092 fax / Mreid@mhcna.org

This service agreement shall be in effect upon completed signatures. Either party may dissolve this agreement by providing thirty (30) days written notice to the other party.

Collin Daly, Chairman
*Limestone County, Board of
County Commissioners*

Lisa S. Coleman, Executive Director
*Mental Health Center of North
Central Alabama, Inc.*

Date

Date

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

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve a Permit Agreement with ALDOT for the accommodation of utility facilities on public right-of-way and approve the Chairman to sign any future documents needed for the application and finalization of the sanitary sewer improvement grant for Pryor Field.

**ALABAMA DEPARTMENT OF TRANSPORTATION
PERMIT AGREEMENT FOR THE ACCOMMODATION OF UTILITY
FACILITIES ON PUBLIC RIGHT-OF-WAY**

County LIMESTONE

Route Number US HIGHWAY 31

Milepost 361.4

Bonding Agency _____ Bond Number _____

Associated Permits and/or Documents PERMITS PLANS AND ASSOCIATED DOCUMENTS

THIS AGREEMENT is entered into this the 16th day of October, 2023 by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

referred to as ALDOT and LIMESTONE COUNTY COMMISSION, a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in _____ LIMESTONE _____ County, Alabama consisting approximately of the following: APPROX. 2000 LF OF 8" PVC GRAVITY SEWER MAIN. AND ALL RELATED APPURTENANCES.

_____; and
WHEREAS, ALDOT hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by ALDOT which plans and specifications are hereby made a part of this permit by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in ALDOT and is hereby made a part of this permit by reference.
3. The national Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part of this permit by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement.
4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.
5. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

6. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained, and the APPLICANT shall keep a copy of such ticket at the site of work.

8. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1(a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

9. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

10. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

11. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one-year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

12. For Small Wireless Facility applications, the APPLICANT hereby enters into the following permit tolling agreement with ALDOT upon its execution of this Agreement:

Any written request from ALDOT for revision, addition, or clarification related to a complete application shall toll the processing deadline of said permit until the APPLICANT provides written response properly addressing ALDOT's request. Failure by the APPLICANT to address the request(s) within thirty (30) days will result in the denial of the application.

13. The APPLICANT will file with AUDOT an acceptable certified check or bond in the penal amount of \$ _____ (Bond Number: _____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in Item 9. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

14. Indemnification Provisions. Please check the appropriate type of applicant:

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

If the applicant is an incorporated municipality or gas district, then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or mis expenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

 X

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

If the applicant is county government, then:

The APPLICANT 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 APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, 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 APPLICANT 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 APPLICANT, its agents, servants, representatives, employees or assigns

If the applicant is a state governmental agency or institution, then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions, or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors, or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants, or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

_____ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT'S failure to comply with all applicable laws or regulations.

15. The APPLICANT 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 APPLICANT, its agents, servants, employees or facilities.

16. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

17. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

18. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

to alter or affect the title of ALDOT to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

19. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

20. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWER

The APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify ALDOT immediately of the change.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 16th day of October 2023.

Form MB-01
Revised May 2021

Page 5 of 5

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 2023 .

WITNESS:

LIMESTONE COUNTY COMMISSION
Legal Name of Applicant

By: _____
Authorized Signature and Title for Applicant

Collin Daly
Typed or Printed Name of Signee

310 WEST WASHINGTON STREET
Address Line 1

ATHENS, AL 35611
Address Line 2

(256) 800-4544
Telephone Number

COLLIN.DALY@LIMESTONECOUNTY-AL.GOV
Contact Email Address

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023, COMMISSION MEETING

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT: _____
Printed Name Signature Date

AREA: _____
Printed Name Signature Date

REGION: _____
Printed Name Signature Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

CENTRAL OFFICE
 REGION
 AREA
 DISTRICT

By: _____
Printed Name Signature Date

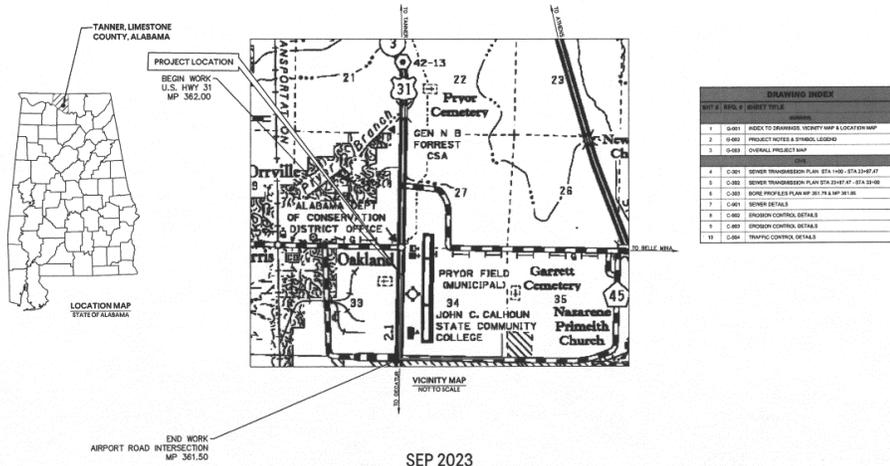
SANITARY SEWER IMPROVEMENTS

GMC PROJECT NO. CHUN220035



U.S. 31 PERMIT PLANS

GMC



DRAWING INDEX	
NO.	DESCRIPTION
1	0-001 INDEX TO DRAWINGS, VICINITY MAP & LOCATION MAP
2	0-002 PROJECT NOTES & GENERAL NOTES
3	0-003 OVERALL PROJECT MAP
4	1-C-004 SEWER TRANSMISSION PLAN (STA. 22+00.00 - STA. 22+67.00)
5	1-C-005 SEWER TRANSMISSION PLAN (STA. 22+67.00 - STA. 23+00.00)
6	1-C-006 SEWER TRANSMISSION PLAN (STA. 23+00.00 - STA. 23+67.00)
7	1-C-007 SEWER DETAILS
8	1-C-008 ENHOSER CONTROL DETAILS
9	1-C-009 ENHOSER CONTROL DETAILS
10	1-C-010 TRAFFIC CONTROL DETAILS

SEP 2023

PRELIMINARY

2400 6th Ave. S., Suite 200
Birmingham, AL 35203
T: 205.975.9422

ISSUE DATE: _____
 DESIGNED BY: _____
 CHECKED BY: _____
 DRAWN BY: _____
 DATE: _____
 PROJECT NO.: _____
 SHEET NO.: _____

GMC # CHUN 220035

COVER SHEET

G-001

This drawing is and shall remain the property of Goodrich, W&B and Conest, Inc. (GMC) and Goodrich W&B Conest LLC (GW&B). Unauthorized use of any part including use on other projects is prohibited. In the event that a conflict arises between the sealed drawings and the electronic files, the sealed drawings will govern. ©Goodrich, W&B and Conest, Inc. (GMC) and Goodrich W&B Conest LLC

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023, COMMISSION MEETING

DRAWING FILE: T:\Projects\A\Prj\Plan\CHUN220035 - Sanitary Sewer Improvements DMS#-PLAN#-G-003-OVERALL PROJECT MAP.dwg
PLOT DATE: 09/28/2023 10:46am



**OVERALL PROJECT
MAP**

G-003

**SANITARY SEWER IMPROVEMENTS
PRYOR FIELD REGIONAL AIRPORT
FORCE MAIN LAYOUT**

GMC # CHUN 220035

ISSUE | DATE

ALDOT PERMIT PLANS 09/28/2023

DRAWN BY: J.V

DESIGNED BY: J.V

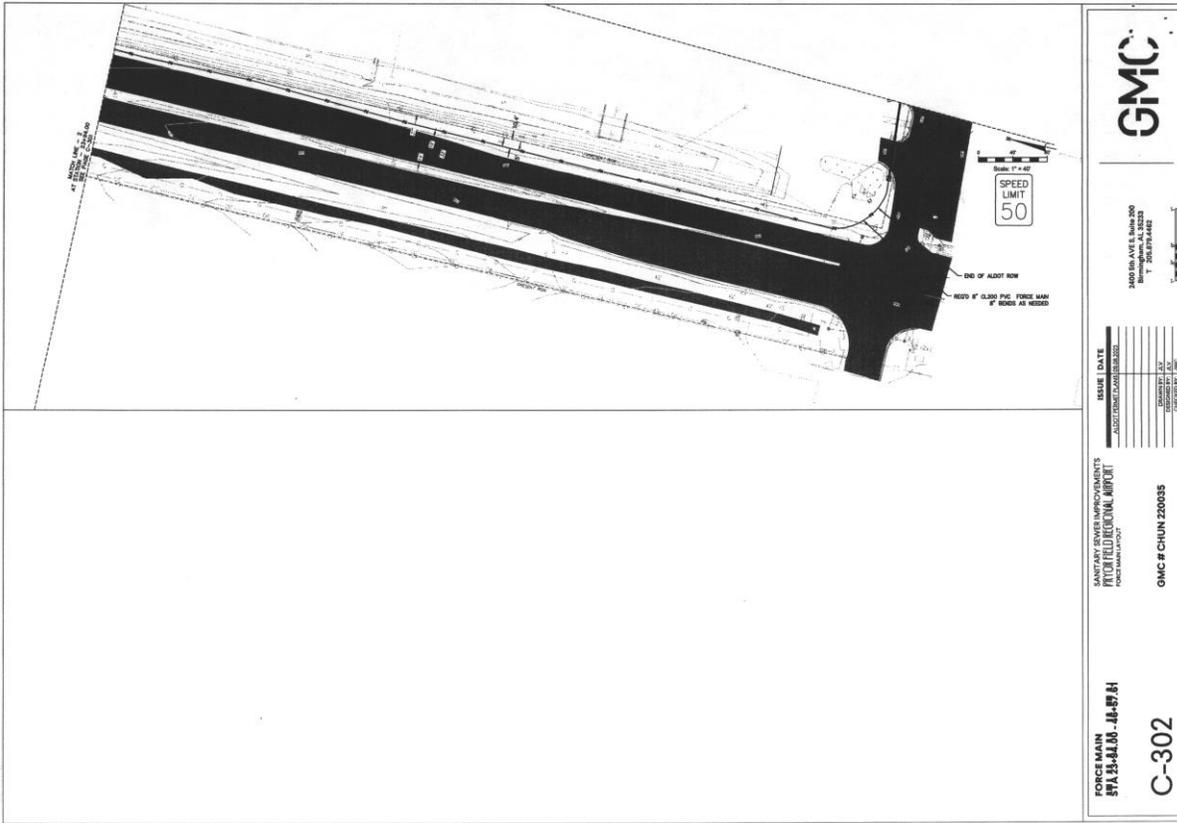
CHECKED BY: J.WC

2400 5th AVE S, Suite 200
Birmingham, AL 35233
T 205.879-4462



GMC

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023, COMMISSION MEETING



GMC

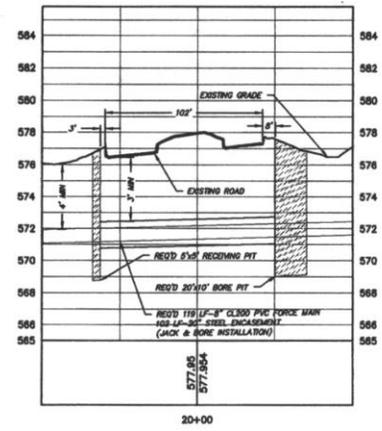
4000 5th AVE S, Suite 200
Birmingham, AL 35228
P: 205.944.4444
F: 205.944.4444

ISSUE DATE	ISSUED FOR

SANITARY SEWER IMPROVEMENTS
PROPOSED REGIONAL AIRPORT
FOUR CORNERS ROAD
GMC # CHUN 200035

FORCE MAIN
BY J.A.M. J.A.M. J.A.M. J.A.M. J.A.M.
C-302

This drawing is and shall remain the property of Goodrich, Mink and Covert, Inc. (GMC) and Goodrich Mink Covert LLC (GMCC). Unauthorized use of any kind including use on other projects is prohibited. In the event that a conflict arises between the sealed drawings and the electronic files, the sealed drawings will govern. © Goodrich, Mink and Covert, Inc. (GMC) and Goodrich Mink Covert LLC (GMCC).

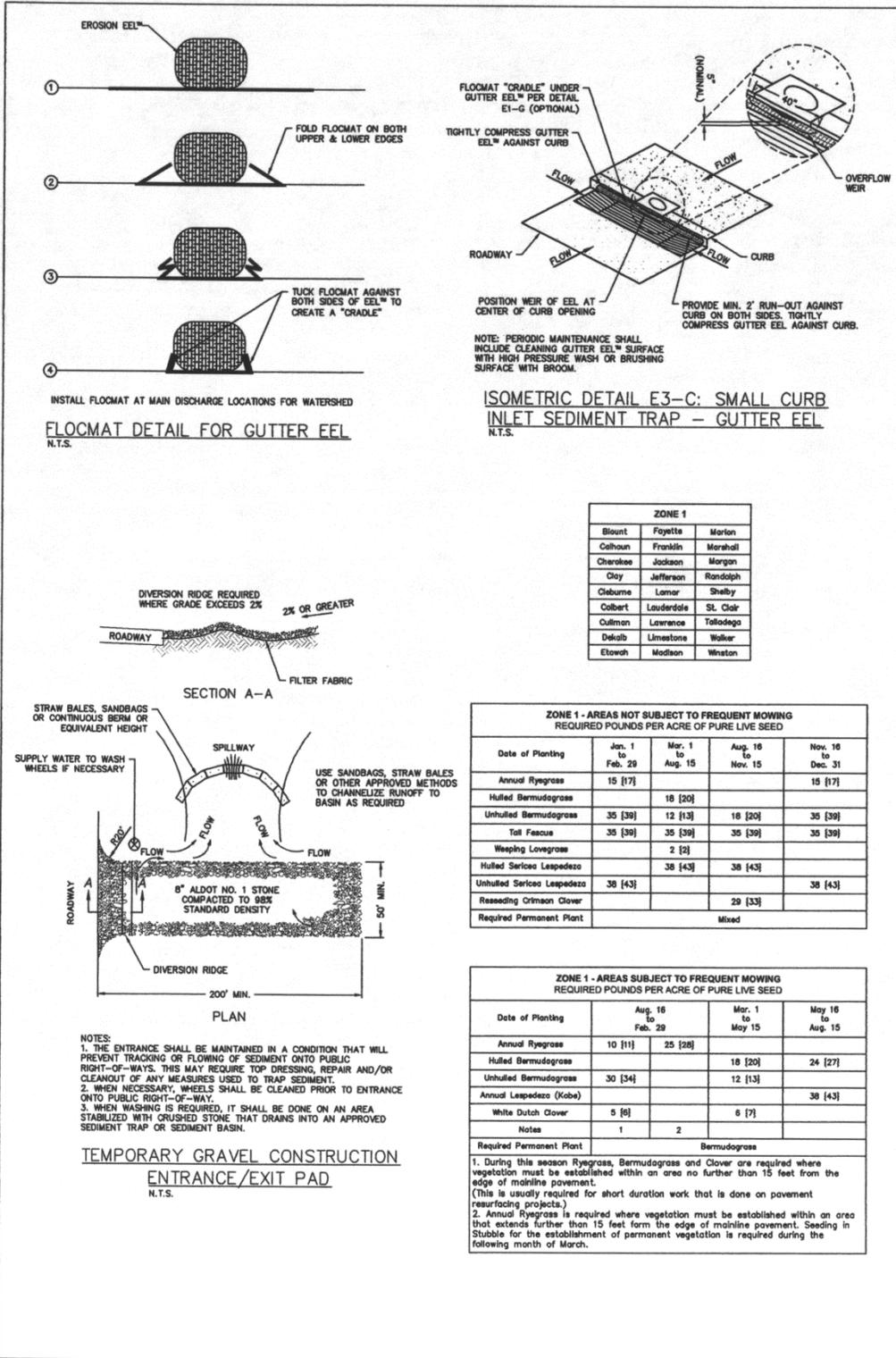


Proposed Force Main

U.S. HWY 31
FORCE MAIN: JACK & BORE
FACING SOUTH
MILEPOST 361.66

2
C-301
SCALE: 1" = 40'
1" = 10'V

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023, COMMISSION MEETING



ZONE 1		
Blount	Fayette	Marion
Calhoun	Franklin	Marshall
Cherokee	Jackson	Morgan
Clay	Jefferson	Randolph
Cleburne	Lamar	Shelby
Colbert	Lauderdale	St. Clair
Cullman	Lawrence	Taladega
DeKalb	Limestone	Walker
Etowah	Madison	Winston

ZONE 1 - AREAS NOT SUBJECT TO FREQUENT MOWING				
REQUIRED POUNDS PER ACRE OF PURE LIVE SEED				
Date of Planting	Jan. 1 to Feb. 29	Mar. 1 to Aug. 15	Aug. 16 to Nov. 15	Nov. 16 to Dec. 31
Annual Ryegrass	15 [17]			15 [17]
Hulled Bermudagrass		18 [20]		
Unhulled Bermudagrass	35 [39]	12 [13]	16 [20]	35 [39]
Tall Fescue	35 [39]	35 [39]	35 [39]	35 [39]
Weeping Lovegrass	2 [2]			
Hulled Sorghum Leavedgrass		38 [43]	38 [43]	
Unhulled Sorghum Leavedgrass	38 [43]			38 [43]
Reeseeding Crimson Clover			29 [33]	
Required Permanent Plant	Mixed			

ZONE 1 - AREAS SUBJECT TO FREQUENT MOWING				
REQUIRED POUNDS PER ACRE OF PURE LIVE SEED				
Date of Planting	Aug. 16 to Feb. 29	Mar. 1 to May 15	May 16 to Aug. 15	
Annual Ryegrass	10 [11]	25 [28]		
Hulled Bermudagrass		18 [20]	24 [27]	
Unhulled Bermudagrass	30 [34]	12 [13]		
Annual Leavedgrass (Kobe)			38 [43]	
White Dutch Clover	5 [6]	6 [7]		
Notes	1	2		
Required Permanent Plant	Bermudagrass			

1. During this season Ryegrass, Bermudagrass and Clover are required where vegetation must be established within an area no further than 15 feet from the edge of mainline pavement.
(This is usually required for short duration work that is done on pavement resurfacing projects.)
2. Annual Ryegrass is required where vegetation must be established within an area that extends further than 15 feet from the edge of mainline pavement. Seeding in Stubble for the establishment of permanent vegetation is required during the following month of March.

DRAWING BY: T. H. HARRIS, CIVIL ENGINEER, P.E. DATE: 07/2023. PLOTTED: 08/07/2023 10:40 AM

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023, COMMISSION MEETING

DELINEATING DETAIL FOR EQUIPMENT PARKING OR STORING AREA

TYPICAL APPLICATION - LANE CLOSURE FOR ONE LANE - TWO WAY TRAFFIC CONTROL

TYPICAL APPLICATION - SHOULDER WORK WITH MINOR ENCROACHMENT

TYPICAL APPLICATION - INTERSECTING STREETS

LEGEND

CONSTRUCTION SIGNS

SGN	DESCRIPTION	SIZE	MOUNT	STANDARD SMC NO.
W20-4	ONE LANE ROAD AHEAD	48" x 48"	TEMP	SHS-23
W20-7A	FLAGGER AHEAD	48" x 48"	TEMP	SHS-23
W21-7	UTILITY WORK AHEAD	48" x 48"	TEMP	SHS-23

TYPICAL METHOD FOR INSTALLING OR REMOVING CONSTRUCTION SIGNS

HEIGHT AND LATERAL LOCATION FOR POST MOUNTED CONSTRUCTION SIGNS

DETAIL FOR DRUM MOUNTED CONSTRUCTION SIGNS

GMC
2400 5th AVE S, Suite 200
Birmingham, AL 35203
Tel: 205.933.4444
Fax: 205.933.4444

ISSUE DATE: _____
APPROVED BY: _____
DESIGNED BY: _____
CHECKED BY: _____
DATE: _____

SANITARY SEWER IMPROVEMENTS
PROJECT FIELD REPORT # 1917111
GMC # CHUN 200035

TRAFFIC CONTROL
DETAILS
C-904

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

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve a contract between the Alabama Department of Corrections and the Limestone County Community Corrections Program from October 1, 2023, to September 30, 2024.



KAY IVEY
GOVERNOR

State of Alabama Department of Corrections

Alabama Criminal Justice Center 301 South Ripley Street P. O. Box
301501 Montgomery, AL 36130*1501 (334)353-3883



JOHN Q. HAMM
COMMISSIONER

Fiscal Year 2024 Community Corrections Program Contract
The Limestone County Community Corrections Program
Federal or Employer Identification Number 63-6001607

This contract is entered into by and between the Alabama Department of Corrections (hereinafter referred to as the "ADOC") and the Limestone County Community Corrections Program (hereinafter referred to as the "Program"), the foregoing entities being individually referred to as a "Party" and collectively described

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

by the term “Parties.” The Parties agree as follows:

1. The Program has submitted, and the ADOC has approved, a Community Corrections Plan (“Plan”), which is adopted and incorporated as set forth herein.
2. The ADOC has provided an allocation of \$280,424 for reimbursement funding of qualified offenders at a rate of fifteen dollars (\$15) per day for expenditures encumbered for Fiscal Year 2024, from October 1,2023 to September 30,2024 - except for those offenders qualified at a higher rate through incentivized reimbursement of a special diversion program. An allocation for the remaining quarters will be made based on available funding as determined by the ADOC Community Corrections Division Director.
3. The Program expressly agrees that any funds available for disbursement or paid for reimbursement of supervision under this Contract is done so at the total discretion of the Commissioner of the ADOC and is also contingent upon available Community Corrections funding appropriated by the Alabama State Legislature.
4. The Program hereby agrees to:
 - a. Comply with the Community Punishment and Corrections Act of 1991, as amended, codified as *Alabama Code Section 15-18-170, et seq*; the *ADOC Community Corrections Program Minimum Standards*; and ADOC Administrative Regulation 490, Community Corrections Program.
 - b. Provide evidence-based treatment programs, services, and supervision for offenders based on the risk of reoffending through utilization of the *Ohio Risk Assessment System (ORAS)* and the *Community Corrections Offender Contact and Supervision Matrix*.

Perform a monthly review, reconcile, and validate the Program offender population with the ADOC Monthly Community Corrections Program Population Report.

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve a Public Right-Of-Way Use Agreement with Crown Castle Fiber, LLC.

PUBLIC RIGHT-OF-WAY USE AGREEMENT (FIBER NETWORK)

THIS PUBLIC RIGHT-OF-WAY USE AGREEMENT (this “Agreement”) is entered into as of October 16, 2023 (the “Effective Date”), by and between the **Limestone County, Alabama**, a political subdivision of the State of Alabama (“Jurisdiction”), and **Crown Castle Fiber LLC**, a New York limited liability company (“Utility”). Jurisdiction and Utility may be referred to collectively herein as the “Parties” and each a “Party”.

RECITALS

WHEREAS, Utility, a telecommunication carrier as defined in 47 U.S.C. §153(51), intends to install its Utility Facilities within the Right-of-Way, using: (i) existing telephone, electric or cable poles and conduit in the Right-of-Way through agreement with their respective owners, and (ii) poles and conduit in the Right-of-Way constructed and controlled by Utility; and

WHEREAS, subject to 47 U.S.C. §253 and applicable Laws, Jurisdiction desires to grant Right-of-Way access to Utility on a non-exclusive and competitively neutral basis for installation of Utility Facilities subject to the terms and conditions of this Agreement.

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023, COMMISSION MEETING

NOW, THEREFORE, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1) **Definitions:** In addition to terms otherwise defined herein, the following definitions shall apply generally to the provisions of this Agreement:
 - a) **Agency:** Any governmental or quasi-governmental agency other than the Jurisdiction.
 - b) **Application:** A Permit application submitted by Utility to the Jurisdiction for construction of Utility Facilities in the Right-of-Way, in a form approved by Jurisdiction and requiring no more information than required by Jurisdiction from other utility providers applying for installation of facilities in the Right-of-Way.
 - c) **Fiber Network:** The fiber-optic cable, manholes, handholes and related equipment to be installed and operated by Utility in the Right-of-Way under this Agreement to provide telecommunications services within the Jurisdiction.
 - d) **Laws:** Any and all applicable constitutions, charters, by-laws, statutes, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Jurisdiction or any Agency, in effect at any time during the Term.
 - e) **Micro Wireless Facility:** A Utility Facility that meets the following qualifications: (i) is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height; and (ii) any exterior antenna is no longer than 11 inches.
 - f) **Permit:** Singularly or collectively, all necessary approvals from Jurisdiction for Utility to construct Utility Facilities in the Right-of-Way as requested by an application.
 - g) **Person:** An individual, a corporation, a limited liability company, a general or limited partnership, a joint venture, a business trust, or any other form of business entity or association.
 - h) **Right-of-Way:** The space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or hereafter may exist, that are under the jurisdiction of the Jurisdiction. This term shall not include municipal* county, state, or federal rights-of-way or any property owned or controlled by any Person or Agency other than the Jurisdiction, except as provided by applicable Laws or pursuant to an agreement between the Jurisdiction and any such Person or Agency.
 - i) **Utility Facilities:** Utility's Fiber Network and Utility Poles placed in the Right-of-Way.
 - j) **Utility Pole:** A pole or similar structure in the Right-of-Way owned by Utility or any third party (but not Jurisdiction) that is or may be used, in whole or in part, for telecommunications, cable or broadband services, or electric distribution.
- 2) **Term:** This Agreement shall commence on the Effective Date and extend for an initial term of ten (10) years (the "**Initial Term**") unless it is earlier terminated by either Party in accordance with the terms of this Agreement. Notwithstanding, Utility or Jurisdiction may terminate this Agreement at any time by providing the other Party with at least six (6) months prior written notice.
- 3) **Scope of Agreement**
 - a) **Grant of Access:** Jurisdiction hereby authorizes and permits Utility to enter upon the Right-of-Way and to construct, attach, install, operate, remove, relocate, repair, and maintain the Utility Facilities during the Term. Where necessary, Utility shall obtain permission to attach to any third-party Utility Poles, conduits, or related facilities. Utility understands that this Agreement does not provide Utility the exclusive use of the Right-of- Way and that the Jurisdiction has the right to permit other telecommunication service providers to install equipment or devices in the Right-of-Way.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

- b) Conditions to Rights: Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Utility a real property interest in land, including any fee, leasehold interest, or easement. Further, nothing in this Agreement shall be deemed to require Jurisdiction to acquire additional Rights-of-Way solely or substantially for use by Utility.
- c) No Interference: Utility shall not interfere with any other use of the Right-of-Way, except as allowed by Permit, permission of any facility owner, or applicable Laws. The Jurisdiction agrees to require the same prohibition on interference from all other Persons permitted to use the Right-of-Way during the Term.

4) Permit Process

- a) Permits Required: If the construction, attachment, installation, operation, maintenance, or modification of Utility Facilities in the Right-of-Way shall require any Permit under Law, then Utility shall apply for the appropriate Permit and pay the associated Permit fees, provided: (i) the Permit fee only encompasses Jurisdiction's reasonable, direct costs of processing the Permit application and, to the extent Jurisdiction elects to do so in its sole discretion, in monitoring or servicing the Right-of-Way in which Utility Facilities are located; and (ii) such Permits are required from other utility providers for the installation of facilities in the Right-of-Way.
 - b) Processing of Permits: The Jurisdiction shall process Applications within a reasonable time based on its staffing and the volume of permits processed by it pursuant to applicable local, state, or federal rules and regulations now in effect or later adopted.
 - c) General Terms: The Utility Facilities shall not be subject to any zoning, planning, or land use regulation or to any discretionary approval process or public hearing, except to the extent such processes have been applied to all telecommunications utility installations permitted within the Right-of-Way. Utility shall provide to Jurisdiction "As-Built Drawings" upon completion of any work under a Permit.
 - d) Alternative Excavation Methods: The Jurisdiction may consider alternative excavation methods as deemed appropriate by both Parties. The Jurisdiction's approval of such methods shall be on the same terms as other utility installations using such methods.
 - e) Exceptions to Permitting: The Jurisdiction shall not require an Application or Permit for (i) routine maintenance; (ii) the replacement of Utility Facilities with Utility Facilities that are substantially similar or the same size or smaller, or (iii) for the installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities that are strung on cables between existing Utility Poles, in compliance with the National Electrical Safety Code; provided that there is no lane closure, sidewalk closure* or excavation involved in the work.
- 5) Relocation**: At no cost to Jurisdiction, Utility shall relocate or adjust the Utility Facilities as required in connection with any future improvements constructed by or on behalf of the Jurisdiction in the Right-of-Way ("Public Project") as requested in writing by the Jurisdiction within a reasonable time under the circumstances so long as all other occupiers of the same Right-of-Way are required under the same conditions as Utility. The Jurisdiction will use its best effort to accommodate Utility's request for relocation, including providing an equivalent alternative location of Utility Facilities, if available. Nothing in this Agreement shall be deemed to require Jurisdiction to acquire additional Rights-of-Way solely or substantially for use by Utility. Any costs related to projects other than Public Projects which require the relocation or adjustment of Utility Facilities shall be borne by the applicable Person funding the project. "Public Project" shall mean any project, public work, construction, repair, maintenance, inspection, or other work carried out or performed by or on the behalf of Jurisdiction, the State of Alabama, the United States, or any other Agency.
- 6) Damage to Right-of-Way**: If Utility materially damages the Right-of-Way, it shall promptly repair and return the Right-of-Way to a condition as good as existed prior to the work at its expense, normal wear and tear excepted.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

7) Indemnification and Waiver

- a) Indemnification: To the extent permitted by Law, each Party shall indemnify and hold harmless the other Party, its officers, directors, employees and agents, and its successors and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including reasonable attorneys' fees) which the indemnified parties suffer or incur because of: (i) any hazardous discharge resulting from acts or omissions of the indemnifying Party or its predecessor in interest; (ii) acts or omissions of the indemnifying Party, its agents or representatives in connection with its performance under this Agreement; or (iii) failure of indemnifying party to comply with Laws.
- b) Limitation on Damages: In no event shall either Party be liable to the other party for any special, consequential, or indirect damages (including lost revenues and lost profits) arising out of this Agreement. Neither Party shall be liable to the extent such claims are caused by the intentional conduct or negligent acts or omissions of the other Party.

- 8) Compliance with Laws**: Notwithstanding anything to the contrary in this Agreement, each Party shall ensure that activities performed under this Agreement comply with Laws, including: (i) worker's compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all Laws relating to environmental matters or occupational safety.

9) Insurance

- a) Insurance Coverage: Utility shall maintain at all times during the term of this Agreement (i) Commercial General Liability insurance protecting Utility in an amount of One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence personal and advertising injury and in an amount of Two Million Dollars (\$2,000,000) annual aggregate and products-completed operations; (ii) Commercial Automobile Liability Insurance protecting Utility in an amount of One Million Dollars (\$1,000,000) per accident (combined single limit), including bodily injury and property damage. The Commercial General Liability insurance policy shall include the Jurisdiction, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Utility's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall be endorsed to provide the Jurisdiction with at least thirty (30) days' advance written notice of any cancellation by the insurer other than for non-payment of premium. Utility shall be responsible for notifying the Jurisdiction of any change or reduction of the occurrence or aggregate limits set forth above.
- b) Filing of Certificates and Endorsements: Prior to the commencement of any work pursuant to this Agreement, Utility shall file with the Jurisdiction per the Notice section of this Agreement the required original certificate(s) of insurance with endorsements, which shall state the following:
 - (i) The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts.
 - (ii) That Utility's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Jurisdiction may possess, including any self-insured retentions the Jurisdiction may have; and any other insurance the Jurisdiction does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
 - (iii) That Utility's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the Jurisdiction.
- c) Workers' Compensation Insurance: Utility shall maintain at all times during the Term statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) for each employee, One Million Dollars (\$1,000,000) per disease, and a One Million Dollar (\$1,000,000) policy limit and shall furnish the Jurisdiction with a certificate showing proof of such coverage.
- d) Insurer Criteria: Any insurance provider of Utility shall be authorized to do business in the state in which the Jurisdiction is located and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000).

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023, COMMISSION MEETING

based on capital, surplus, and conditional reserves).

- e) Severability of Interest: Any self-insured retentions must be stated on the certificate of insurance. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.
- 10) **Force Majeure**: Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, inclement weather, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, pandemic, or other causes reasonably beyond its control, whether or not similar to the foregoing.
- 11) **Notices**: All notices pursuant to this Agreement shall be in writing and delivered personally or delivered at the locations below by: (i) U.S. Postal Service registered or certified mail; or (ii) overnight delivery service. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of overnight delivery. Either Party may change or add any address by written notice to the other Party delivered in the same manner.

If to Jurisdiction:

County Engineer
Limestone County Commission
310 W. Washington Street
Athens, AL 36511

With a copy to:

County Attorney
Limestone County Commission
310 W. Washington Street
Athens, AL 36511

24/7 emergency contact number:

(256) 232-0111

If to Utility:

Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Teddy Adams, General Counsel

With a copy to:

Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Contracts Administration

24/7 emergency contact information:

(888) 632-0931

- 12) **Default**: Upon written notice of material default ("Default") by either Party, the other Party shall have forty-five (45) days to cure the Default. If the Default cannot reasonably be cured within forty-five (45) days by the defaulting Party, the cure period shall be extended by a reasonable time provided that the defaulting Party commences its cure during the forty-five (45) day period and diligently pursues the cure to completion. Either Party may terminate this Agreement upon an uncured Default.
- 13) **Assignment**: This Agreement shall not be assigned by Utility without the written consent of Jurisdiction. However, the assignment, transfer* or delegation of the rights and obligations of Utility hereunder to Utility's financially viable parent, subsidiary, successor, or affiliate under common control shall not require consent and shall be effective upon written notice to Jurisdiction. This Agreement is binding upon the successors and assigns of the Parties.
- 14) **Governing Law**
- a) Choice of Law: This Agreement shall be governed and construed by and in accordance with the laws of the state where the Jurisdiction is located, without reference to its conflict of law principles.
- b) Venue: Any litigation commenced under this Agreement shall be brought exclusively in the federal or state courts with authority in the Jurisdiction. The prevailing Party shall be entitled to recover its cost of suit, including reasonable attorneys' fees.
- c) Change of Laws: In the event of any legislative or regulatory change to applicable Laws that implement

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

greater limitations on Right-of-Way access fees, permit fees, and/or permitting timelines, those limits set forth in this Agreement shall be automatically adjusted on the effective date of the applicable Laws and shall apply to all applicable Utility Facilities.

15) General Provisions

- a) Interpretation: All headings contained in this Agreement are inserted for convenience only. Where appropriate: the singular shall include the plural and vice versa; “or” shall mean “and/or”; and “including” shall mean, “including but not limited to”. In any case where the approval or consent of one Party is to be given under this Agreement, such Party shall not unreasonably delay, condition, or withhold its approval or consent.
- b) Severability of Provisions: If any one or more of these provisions of this Agreement become void, voidable, or unenforceable for any reason, such provisions shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.
- c) Waiver; Amendment: The waiver by either Party of any Default or any violation of this Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent Default or violation. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.
- d) Representations and Warranties: Each of the Parties represents and warrants that it has the full right, power, and authority to enter into and perform its obligations hereunder and that no other consents are required.
- e) Entire Agreement: This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, the Parties intending to be bound have executed this Agreement as of the Effective Date

JURISDICTION:
Limestone County, Alabama

UTILITY:
Crown Castle Fiber LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve funding for the Storytelling Festival to be paid from tourism funds, in the amount of \$5,000.00.

The Chairman asked if there was any discussion. The Chairman thanked Wayne Kuykendall for coming before the Commission to request funding. The Administrator

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; and Daryl Sammet, aye. Motion carries unanimously.

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

Department	Account Number	Title of Line Item	Amount
District 3	111-53400-560	Construction Equipment	+\$109,250.00
	111-35910-300	Budgetary Fund Balance	-\$109,250.00

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

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve to promote Layla Moore from Network Support Specialist 1 position to Information Systems Security Officer, retroactive to October 2, 2023.

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve to hire Tabryn Malone as a Corrections Officer, pending a drug screening, effective October 16, 2023.

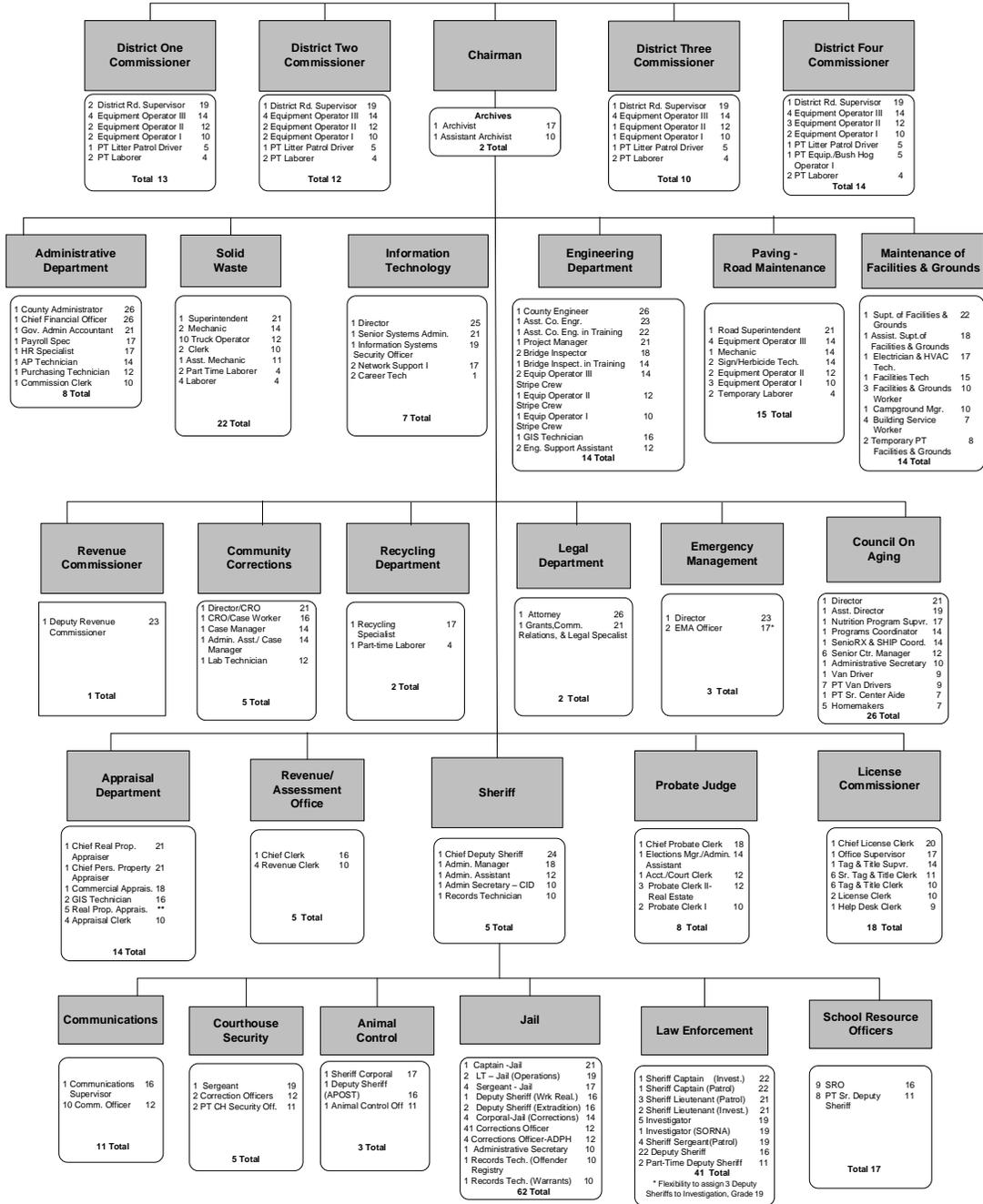
The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve amending the Staffing Plan under "District One Commissioner" to reflect the following:

- 2 District Supervisors
- 4 Equipment Operator III
- 2 Equipment Operator II
- 2 Equipment Operators I
- 1 Litter Patrol Driver
- 2 PT Laborer

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023, COMMISSION MEETING

LIMESTONE COUNTY COMMISSION STAFFING PLAN October 16, 2023



*EMA Officer
 Ten Year Experience & required certifications:19
 **Real Property Appraiser
 Trainee: 14; 18 months' experience: 17; State certified: 18
 Under "Law Enforcement", "4 Corrections Officer-ADPH" are paid through an ADPH grant which will go through July 31, 2024.
 Solid Waste Dept. voted 11/22/2022
 SW job Descript voted 1/3/2023
 Acct. Specialist voted 1/3/2023
 Grants,Comm. Relations, & Legal Spec. voted 1/3/2023

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to

1. Approve to promote Haven Helms to Equipment Operator I in the Engineering Department.
2. Approve to promote Landon Navas to Equipment Operator I in the Engineering Department.

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve to hire Christy Perry Patterson as an Archivist, pending a drug screening, effective November 2, 2023.

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

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve the following merit increase, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Angela Maples	Real Property Appraiser	10/6/2023

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

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve the following subdivision (1.) and to approve the following subdivisions that have been resubmitted with changes (2.):

1.

Name	S/D Type	Approval Type	Lots	District	Location
Little Elk Subdivision	Minor	Preliminary & Final	4	3	South of the intersection with Hwy 72 and on the east side of Little Elk Rd.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

2.

Name	S/D Type	Approval Type	Lots	District	Location
Walton Creek	Major	Preliminary	122	2	South side of Pepper Rd just west of the intersection with Jones Rd.

The Chairman asked if there was any discussion. Commissioner Barksdale asked what the changes were, and Engineer Massey increased size of drainage facilities and converted ally way to a road. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; and Daryl Sammet, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve to remove the following from inventory:

Department	Item	Serial #
District 3	John Deere Dozer **Unable to locate purchase info or disposal info**	n/a

The Chairman asked if there was any discussion. Commissioner Barksdale inquired as to being unable to locate the dozer. Chairman Daly stated that the paperwork was not able to be located. The Administrator called the roll. Derrick Gatlin, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the establishment of a private cemetery on Mooresville Road as requested by ICD Inc. and approved by the Limestone County Health Department. County shall not be responsible for expansion costs or maintenance costs.



SCOTT HARRIS, M.D., M.P.H. • STATE HEALTH OFFICER

LIMESTONE COUNTY HEALTH DEPARTMENT

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

Re: ICD Cemetery (Case No. 34-024)
Parcel ID: 44-01-09-32-0-000-008.001

To Whom It May Concern:

The Limestone County Health Department has completed a review of the submitted information and conducted a site visit for the proposed ICD Cemetery. We find the application to be complete, the site works appropriate, and agree with the site professional regarding the soil testing. We are, therefore, sending this report to you indicating our approval of the application received.

Please keep in mind that no subsurface burial plots can be developed:

- 1) Closer than 35' from any property boundary.
- 2) Closer than 100' from any private well.
- 3) That requires interment closer than V above seasonal or actual groundwater.
- 4) That will not allow for at least 18" of earth cover.
- 5) Within 25' of surface drainage features.
- 6) Within 50' of surface waters.
- 7) Within a flood prone area, swamp, marsh, or wetland.
- 8) With a finish grade >25%
- 9) In areas with one or more areas of ground subsidence.

If you have any questions, please feel free to call out office at 256-771-6046.

Sincerely,



Lesley Beavers, MS, ATC/L
Public Health Senior Environmentalist
Limestone County Health Department
Lesley.Beavers@ADPH.State.AL.US

ICD, INC

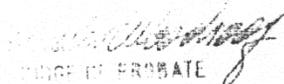
August 3, 2023

Limestone County Probate Judge
100 South
Athens, AL 35611

Subject: Request for Permission for Private Cemetery

RECEIVED
LIMESTONE COUNTY HEALTH DEPARTMENT
AUG 7 2023

2023 AUG -7 PM 2:42



JUDGE OF PROBATE

August 3, 2023

Limestone County Probate Judge 100 South Athens, AL 35611

Subject: Request for Permission for Private Cemetery

Dear Sir/Madam,

I hope this letter finds you in good health and high spirits. I am writing to you on behalf of ICD Inc. to request permission for the establishment of a private cemetery in Limestone County, Alabama. Our organization has recently conducted thorough EPA testing, a copy of which is attached to this letter, to ensure compliance with all environmental regulations and standards.

ICD Inc. is a non-profit 501C organization that runs a Muslim Worship center deeply committed to providing a dignified resting place for families and loved ones within the local community. We have recognized the need for a private cemetery that would offer a peaceful and respectful environment for individuals seeking a personalized and intimate burial ground.

We have conducted extensive research and due diligence to identify a suitable location for the cemetery. After careful

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

consideration, we have identified a parcel of land that meets all the necessary requirements in terms of size, accessibility, and environmental impact. The proposed site has also been evaluated by independent environmental experts to ensure its compliance with all relevant regulations and guidelines.

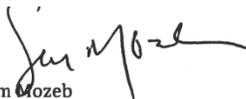
The EPA testing conducted on the proposed site has confirmed that it meets or exceeds all environmental standards. The report, which is attached to this letter, provides detailed information on the methods used, the results obtained, and the measures taken to mitigate any potential environmental impact. We have taken great care to address any concerns that may arise and have implemented appropriate measures to ensure the preservation and protection of the surrounding ecosystem.

We understand the importance of zoning regulations and acknowledge the role they play in maintaining the balance between development and environmental preservation. Therefore, we kindly request that you review our proposal and consider granting us the necessary permission to proceed with the establishment of the private cemetery. We assure you that we will continue to comply with all local, state, and federal regulations throughout the planning, development, and operation of the cemetery.

We are more than willing to address any concerns or questions you may have regarding our proposal. We would be grateful for the opportunity to present our plans in person or participate in any public hearings or meetings to discuss the project further. We believe that our initiative will be a valuable addition to the community, providing a much-needed service while maintaining the utmost respect for the environment.

Thank you for your time and attention to this matter. We look forward to a favorable response to our request. Should you require any additional information or documentation, please do not hesitate to contact us at the provided contact details.

Yours sincerely,


Sam Mozeb
Vice President
ICD, Inc.
smozeb@aol.com
256-309-7556

Enclosure: EPA Testing Report

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING

GEO SOLUTIONS, L.L.C.

STATE OF ALABAMA Limestone Co
IDENTIFY THIS
INSTRUMENT W/AC 1112

July 7, 2023 *Geotechnical Engineering and Materials Testing Services*

2023 AUG -7 PM 2:42

Access Real Estate
908 4th Street
Decatur, Alabama 35601

William T. Kennard
CLERK OF PROBATE

ATTENTION: Mr. Sam Mozeb

SUBJECT: Geotechnical Evaluation
Proposed Cemetery Site
Mooresville Road
Athens, Limestone County, Alabama
Project No.: 23-0453

Introduction

As requested, we have performed a geotechnical and geologic evaluation of the proposed cemetery site off Mooresville Road in Athens, Limestone County, Alabama. Our services specifically addressed items 3, 4, 5, 6 and 7 of "Steps to Acquire Approval for Location and extension of Cemeteries."

Existing Site Conditions

The subject property consists of two parcels totaling 9.2 acres. The property has been a homestead and farm in the past and a majority of the property is planted in corn. There is a water well and a barn on the southwestern portion of the property. The attached figures include a topographic site map, an overlay of soil type(s) within the proposed cemetery limits and a figure showing the location of the well and boring locations.

Subsurface Exploration

Subsurface exploration included nine soil test borings drilled within the proposed cemetery limits. The borings typically encountered topsoil and cultivated soils in the upper two feet. The residual soils were a light tan to yellowish-tan, silty clay with a chert layer around 5 feet. All of the borings were terminated at a depth of 6 feet, with the exception of B-2, which encountered a chert boulder at 4.3 feet. The borings did not indicate groundwater or a high-water table (ASHES). Subsurface conditions indicative of sinkhole activity were not encountered at the locations drilled.

We appreciate the opportunity to be of service. If we can be of further assistance, please call.

Respectfully submitted,
GEO SOLUTIONS, L.L.C.

Barbara R. Lehman

Barbara R. Lehman, P.E.
Project Manager

William T. Kennard

William T. Kennard, P.E.
Principle Engineer

Attachments – Figures
Test Boring Records
Legal Description

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023, COMMISSION MEETING

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve revised Cowford Campground Rules effective as of October 16, 2023.

COWFORD RULES (Revised October 2023)

Use of the Cowford Campground is conditioned on following the Cowford Rules.

Violation of the Cowford Rules subjects campers to immediate removal from the Cowford Campground without refund of fees paid.

Violations of the Cowford Rules could also subject violators to a permanent ban from the Cowford Campground.

Check-in and Registration

- Check-in Time is Noon (Central Time).
- Check-out time is by Noon (Central Time).
- All camping fees shall be paid in advance and on the date due. There are no refunds for early departures, including if you are directed to leave for failure to follow the Cowford Rules.
- If camping fees are due and not paid, then an additional \$5.00 per day late fee shall be due for every day past the due date. If all camping fees (along with any late fees) are not paid within ten (10) days, then all items (inclusive of any campers, motorhomes, etc.) belonging to the camper (and guests) will be removed from the camper's campsite at the camper's expense.

Campsite

- Only one (1) Unit per campsite. "Unit" means a pop-up camper, camper trailer, motorhome, or recreational vehicle. In addition to one (1) unit, one (1) four-post, pop-up canopy is also permitted on each campsite.
- Without prior approval, no more than eight (8) people are permitted on any campsite.
- Quiet Hours are 10:00 pm to 7:00 am Sunday through Thursday and 11:00 pm to 7:00 am Friday and Saturday. No loud noises are permitted during Quiet Hours.
- The following are NEVER PERMITTED at the campsite or on the grounds of Cowford:
 1. Loud Music
 2. Barking Dogs
 3. Yelling/Hollering
 4. Public Drunkenness
 5. Cutting or Damaging Trees (including, but not limited to, no screws or nails)
 6. Clotheslines
 7. Permanent Structures

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023,
COMMISSION MEETING**

8. Temporary Storage Buildings/Sheds
 9. Freezers (outside of campers)
 10. Excessive Lawn/Patio Furniture
 11. Underpinning of Campers/Vehicles
 12. Excessive Carpets/Rugs
- The campground is located on Federal property and is patrolled by the Limestone County Sheriff's Office, the City of Athens Police, and TV A Security.
 - Personal items, including yard ornaments, lawn furniture, and anything that would hinder mowing, must be OFF THE GRASS from Thursday at 8:00 am to Friday at 5:00 pm.
 - No more than two standard-sized wooden pallets may be placed at any campsite.

Vehicle Rules

- A maximum of three (3) Vehicles may park at any one campsite. "Vehicles" means automobiles, trucks, boats, golf carts, UTVs (side-by-side), utility trailers, motorcycles (street legal only; helmets required), and/or mopeds. Operators must have a valid driver's license. For golf carts only, minors 13 years of age or older may operate a golf cart while accompanied by an adult (19 years of age or older).
- The following conveyances are NOT ALLOWED at Cowford:
 1. AT Vs
 2. Four Wheelers
 3. Three Wheelers
 4. Dirt Bikes
 5. Motorized Scooters (However, Motorized Scooters that assist the disabled and that are used by those with a disability are permitted)
 6. Skateboards
 7. Rip sticks
 8. Scooters
 9. Segways
 10. Hoverboards
 11. Non-street-legal Motorcycles
- There shall be no washing or repairing Vehicles at the campsite. One exception to this rule is that you may wash your camper for a charge of \$30.00 (each time a camper is washed).
- All Vehicles and all bicycles must have working lights on the front and back if operated between dusk and dawn.
- Vehicles may NOT be parked on the road. Vehicles must be parked on the campsite or the parking lot adjacent to the Cowford Campground.

Pets

- All pets shall be kept on a lease and shall be under adult supervision at all times.
- Pets shall NEVER be tied outside of a Unit and left unattended.
- Campers shall clean up after their pets. Outside dog kennels are NOT permitted. Portable

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2023, COMMISSION MEETING

- dog pens not greater than 6 feet by 6 feet are permitted if placed off the grassy areas.
- Excessive barking is NOT permitted.
- Pets shall be kept inside of Units during Quiet Hours except for bathroom breaks.

Bathroom/Restrooms

- Washing Pets, Cooking Utensils, or Dishes in the Restroom is NOT permitted.
- Restrooms are for humans only.
- Leaving clothes unattended in the washer or dryer is NOT permitted.
- Parents MUST accompany their children to the Restroom/Showers.

Other Rules

- Campers are responsible for their own garbage. Garbage must be bagged and/or sealed and placed in the dumpster located in the campground.
- Public consumption of alcohol is NOT permitted.
- Fireworks (including all explosive fireworks, sparklers, etc.) are NOT permitted.
- Flags (which must be current national or state flags only) and/or signage must be attached to campers or Vehicles and are not permitted elsewhere at the campsite. No Units or Vehicles with vulgar or sexually explicit images or language are permitted at Cowford.

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

Commissioner Sammet discussed the county establishing a concrete crew to build and repair bridges. He also thanked everyone for the support in the passing of his mother.

Commissioner Barksdale expressed his desire to get out of the driveway tile business.

Commissioner Gatlin said that he agrees with establishing a concrete crew and would like to review some problems and departments before next year.

Chairman Daly wished everyone a safe and happy Halloween.

Adjourned at 10:55 a.m. until 9:00 a.m. on Monday, November 6, 2023, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.