

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

The Limestone County Commission met in a regular meeting today, at 9:27 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

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

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve the minutes of September 15, 2025.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. 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 the following claims:

9/12/2025	0077475 – 0077540	\$ 954,981.52
9/16/2025	0077541 – 0077543	\$ 1,526.37
9/16/2025	Card Services	\$ 9,636.49
9/18/2025	0077544	\$ 25,829.00
9/19/2025	0077545 – 0077632	\$ 764,251.35
9/19/2025	0077633 – 0077635	\$ 1,393.84
9/26/2025	0077636	\$ 3,149.91
9/26/2025	0077637 – 0077714	\$ 1,876,164.68
9/30/2025	0077715 – 0077776	\$ 738,373.08
10/1/2025	0077777	\$ 500.00
TOTAL		\$ 4,375,806.24

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

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve a Resolution concerning emergency mutual aid agreements executed on behalf of the county.

Resolution No. 1069-25

STATE OF ALABAMA)
)
LIMESTONE COUNTY)

RESOLUTION CONCERNING EMERGENCY MUTUAL AID AGREEMENTS
EXECUTED ON BEHALF OF COUNTY

WHEREAS, Alabama Act 2025-206 was passed by the Alabama Legislature on April 8, 2025, and signed by the Governor on April 22, 2025; and

WHEREAS, Alabama Act 2025-206 requires that all mutual aid agreements between the County and other public and private agencies within the state be approved by the Limestone County Commission; and

WHEREAS, the County has at least 20 mutual aid agreements in place as of the date of this resolution; and

WHEREAS, from time to time and due to exigent circumstances, it is necessary to enter into mutual aid agreements without prior notice or adequate time to convene a meeting of the Limestone County Commission; and

WHEREAS, to provide flexibility to quickly respond to emergency situations, the Limestone County Commission hereby designates the Limestone County Emergency Management Agency (“EMA”) Director to represent the Limestone County Commission in negotiating and approving temporary mutual aid agreements on behalf of the Limestone County Commission.

NOW THEREFORE be it resolved by the Limestone County Commission, as follows:

- 1. All mutual aid agreements to which Limestone County, Alabama is presently a party are presently ratified and affirmed; and

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING**

2. In the event of an immediate need for a mutual aid agreement, the EMA Director is authorized to execute a temporary mutual aid agreement on behalf of Limestone County, for a period not to exceed thirty (30) days; and

3. The Limestone County Commission must be notified of any agreement executed by the EMA Director within seventy-two (72) hours of the temporary agreement being signed. The mutual aid agreement will be placed on the next regularly scheduled commission meeting agenda, at which time the agreement will be ratified and affirmed or terminated.

ADOPTED AND APPROVED this the 6th day of October, 2025.

Collin Daly, Chairman

ATTEST:

Ellen, Morell, County Administrator

Page 1 of 1

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

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve a MOU with Athens Limestone County Emergency Communication District concerning the RAVE Alert mass notification system.

**MEMORANDUM OF UNDERSTANDING
CONCERNING RAVE ALERT**

THIS MEMORANDUM OF UNDERSTANDING CONCERNING RAVE ALERT (the "MOU") is by and between **Limestone County, Alabama** (the "County") and the **Athens Limestone County Emergency Communication District** (the "District"). (The County and District are sometimes referred to herein collectively as the "Parties".)

WHEREAS, RAVE Alert is a mass notification system that is used to provide alerts concerning severe weather threats, road closures, office closures, and other information to users of electronic devices throughout Limestone County, or portions of it;

WHEREAS, the District secured the RAVE Alert system and makes it available to the County for its use;

WHEREAS, the County assists the District in securing the RAVE Alert system by contributing fifty percent (50%) of the District's cost for the same;

WHEREAS, the total annual cost of the RAVE Alert system is presently \$11,000, such that 50% of the cost is \$5,500.00;

WHEREAS, the District and the County wish to memorialize this arrangement in this MOU; and

WHEREAS, the District and County find and determine that this MOU works to confer a public purpose and public benefit upon the residents of Limestone County, Alabama.

THEREFORE, in consideration of the premises, the mutual covenants herein contained, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and County hereby agree as follows:

1. **Term**. The term of this MOU shall be from September 1, 2025 through August 30, 2026 (the "Term"). Each year, at the end of the then-current Term, unless either Party gives the other prior written notice before the end of the then-current Term, the Term shall renew and extend for an additional one-year period.

2. **RAVE Alert**.

(a) During the Term, the District shall secure the availability of the RAVE Alert system for itself and the County, to the extent that such system is offered and reasonably available to the District.

(b) The District shall pay the cost of securing the RAVE Alert system for itself and the County, and then provide the County with notice of ½ of such cost. The County shall then pay the District ½ of such cost, reimbursing the District for 50% of its payment to secure the RAVE Alert system for itself and the County.

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

3. Termination. Either Party may terminate this MOU at any time upon written notice to the other. However, neither party shall be entitled to any refund of any funds paid to the other party pursuant to this MOU prior to such termination, nor shall any party be relieved of any obligation to pay such other party an amount pursuant to this MOU where it received notice that such amount was owed prior to such termination.

MOU – RAVE Alert, Page 1

4. Warranties. Both parties agree that neither of them exercises any control or maintenance of the RAVE Alert system, and that both parties are merely licensees or users of the RAVE Alert system that is provided by a third party. As such, both parties agree that neither issues any sort of warranty or assurance to the other concerning the performance, use, effectiveness, or reliability of the RAVE Alert system. Any warranty, express of implied, with respect to the RAVE Alert system, is hereby disclaimed.

IN WITNESS WHEREOF, the County and District, by their duly authorized representatives, have executed this MOU and made the same effective as of this ____ day OF _____ 2025.

LIMESTONE COUNTY, ALABAMA

Attest:

Its County Clerk

By: _____
Its Chairman of the Limestone County
Commission
Date: _____

ATHENS LIMESTONE COUNTY
EMERGENCY COMMUNICATION
DISTRICT

Attest:

Name: _____

By: _____
Its Director
Date: _____

MOU – RAVE Alert, Page 2

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

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve a MOU with Athens Limestone County Emergency Communication District concerning Field OPS CAD Licensing.

AGREEMENT
CONCERNING FIELD OPS CAD LICENSING

THIS AGREEMENT CONCERNING FIELD OPS CAD LICENSING (the “Agreement”) is by and between Limestone County Emergency Management Agency (“EMA”) and the Athens Limestone County Emergency Communication District (the “District”). (EMA and the District are sometimes referred to herein collectively as the “Parties”).

WHEREAS, the District maintains a computer aided dispatch system (the “CAD”) to assist it in providing an emergency communication system for Limestone County, Alabama;

WHEREAS, the District utilizes the CAD in communicating emergency response information to EMA;

WHEREAS, EMA and the District believe that emergency response would be further enhanced if EMA could utilize software licenses for in-field operations and access to the District’s CAD information;

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING**

WHEREAS, the District and EMA wish to enter into this Agreement to help secure EMA with such software licensing; and

WHEREAS, the Parties find and determine that this MOU works to confer a public purpose and public benefit upon the residents of Limestone County, Alabama.

THEREFORE, in consideration of the premises, the mutual covenants herein contained, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and EMA hereby agree as follows:

1. Term. The term of this MOU shall be for 1 year, from October 1st, 2025 through September 30th, 2026 (the "Term"). Each year, at the end of the then-current Term, unless either Party gives the others prior written notice before the end of the then-current Term, the Term shall renew and extend for an additional one-year period.

2. Field Ops Subscription.

(a) During the Term, the District shall secure the availability of field ops licensing subscriptions related to the District's CAD System for itself and EMA, in such quantity as may be reasonably desirable by EMA and the District, (the "Subscriptions") to the extent that such system is offered and reasonably available to the District, and that EMA's use of the Subscriptions is permitted by the vendor of the Subscriptions.

(b) During the initial Term, the District and EMA shall seek to secure the Subscriptions identified and described on Attachment A hereto.

(c) EMA shall utilize the Subscriptions in connection with its emergency response activities.

(d) The District shall pay the cost of securing the Subscriptions for EMA, and then provide EMA with notice of such cost. EMA shall then pay the District such cost, reimbursing the District for its payment to secure the Subscriptions for EMA.

3. Termination. Any Party may terminate this Agreement at any time upon written notice to the

Agreement between Limestone County EMA and Limestone County 911, Page 1
others. However, no party shall be entitled to any refund of any funds paid pursuant to this Agreement prior to such termination, nor shall any party be relieved of any obligation to pay an amount pursuant to this Agreement where it received notice that such amount was owed prior to such termination.

4. Warranties.

(a) All parties agree that none of them exercises any control or maintenance of the Subscriptions, and that the parties are merely licensees or users of the Subscriptions that are provided by a third party. As such, the Parties agree that neither of them issues any sort of warranty or assurance whatsoever concerning the performance, use, effectiveness, or reliability of the Subscriptions. Any warranty, express of implied, with respect to the Subscriptions, is hereby disclaimed.

(b) Limestone County EMA warrants and agrees that it shall adhere to and comply with any and all terms and requirements of the Subscriptions. EMA further agrees that it shall indemnify and hold the District harmless from any and all losses, claims, costs, and expenses, including reasonable attorney fees, arising from or related to any actual or alleged failure of EMA to adhere to and comply with any and all of the terms and requirements of the Subscriptions.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement and made the same effective as of this 26th day of September, 2025.

**Limestone County Emergency Management
Agency**

Attest:

By: _____
Its Director

Name: _____

Date: _____

**Athens Limestone County Emergency
Communication District**

Attest:

By: _____
Its Director

Name: _____

Date: _____

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING**

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

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve a Standby Generator Industrial Maintenance Service Agreement with Taylor Sudden Service, Inc.



Taylor Sudden Service Inc • 1050 Powder Plant Road • Bessemer, Alabama 35022 • Phone (205) 428-1130 • taylorbigred.com

**STANDBY GENERATOR INDUSTRIAL MAINTENANCE
SERVICE AGREEMENT**

Prepared for:
Eddie Gilbert
Limestone County EMA
1011 West Market Street
Athens, AL, 35611

September 2, 2025

- I: Agreement Period: October 1, 2025 To September 30, 2026
- II: Taylor Sudden Service Disclaimer:
Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SUDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.
- III. Payment Terms:
You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.
Please do not send payment; you will be invoiced.
- IV: Activation of Agreement:
Your Signature activates this service and must be received by the agreement start date. Pricing is good for **15 DAYS**. No service will be scheduled until a signed agreement is received. You may mail to 1050 Powder Plant Rd, Bessemer, AL 35022 or email to jbwright@taylorbigred.com.



- V: Equipment & Services:

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

Make & Model	Serial Number	Term in Yrs	Service Type	Month Performed	Rate Per Service
Generac SG080 80KW NG 1011 West Market Street, Athens, AL 35611	3013568610	1	Basic Service	October 2025	\$710.00
TG60 60KW NG 10945 West School House Road, Lester, AL 35647	34199	1	Basic Service	October 2025	\$695.00
TG60 60KW NG		1	Basic Service	October 2025	\$695.00
TG60 60KW NG 15641 East Limestone Road, Athens, AL, 35613	TP 31526	1	Basic Service	October 2025	\$695.00



TG60 60KW NG		1	Basic Service	October 2025	\$695.00

Initial

Service Agreement Total	Applicable Taxes Not Included	\$3,490.00
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*Full service recommended every 3 years. 41-point inspection performed 6 months after basic or full PM

For questions on when your services will be performed or questions about service work that was done, contact the Service Center that handles your agreement:

❖ **Donnie Stephens 205-428-1130**

Accepted By: _____ Date: _____

Eddie Gilbert | Athens, AL

Prepared By:

Jake Wright, Power Parts & Service Sales
1050 Powder Plant Rd, Bessemer, AL 35022

Phone: 256-609-5587
Email: jbwright@taylorbigred.com

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

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

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve a one-year subscription with SDW Weather for RadarOmega Software for EMA.

ESTIMATE

SDS Weather
6805 Dahlonaga Hwy
Cumming, GA 30028-5901

emily@sdsweather.com
+1 (678) 322-0213



Bill to
Limestone Co., AL Emergency Management
Agency

Estimate details
Estimate no.: 1254
Estimate date: 09/26/2025
Expiration date: 11/25/2025

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	RadarOmega Software - Alpha Enterprise Subscription	#RO_ALPHA	One Year Alpha Subscription will allow for PC download, and cyclonePORT enterprise app download (RadarOmega).	4	\$143.00	\$572.00
Total						\$572.00
Expiry date						11/25/2025
Accepted date			Accepted by			

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

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve a Service Agreement with Perimeter, Inc. for a one-year trial pilot for a public information mapping platform.

PERIMETER
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement") is entered into on October 1, 2025 (the "Effective Date") between Perimeter, Inc., a Delaware corporation with offices located at 1250 Addison Street #114, Berkeley, CA 94702 ("Perimeter") and the County of Limestone, AL, a political subdivision of the State of Alabama with offices located at [ADDRESS] ("Customer") (each, individually, a "Party" and collectively, the "Parties").

1. SERVICES

1.1 Perimeter will use commercially reasonable efforts to provide the Services (as defined in Exhibit A attached hereto) to the Customer subject to the terms and conditions of this Agreement. Perimeter shall provide, at Perimeter's own expense, the equipment, supplies and other materials used to perform the Services. Customer shall provide Perimeter with access to Customer materials, equipment, personnel, data, and community, government, and business relationships to the extent necessary for the performance of the Services. To the extent Perimeter performs any Services on premises that the Customer occupies or using Customer equipment, Perimeter shall comply with all applicable policies that are binding on the Customer relating to the security, conduct, health and safety and use of its facilities, supplies, information technology, equipment, networks and other resources.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING**

1.2 Customer acknowledges and agrees that before Perimeter can fully perform the Services and provide the full functionality of the Platform (as defined in Exhibit A). Perimeter and Customer must cooperate to onboard Customer data and information, identify and appoint representatives and managers within Customer's organization for the optimal performance of the Services, identify and train Customer personnel on the use of the Platform, and support the implementation of the Platform within Customer's operational procedures (collectively "Onboarding"). Customer acknowledges and agrees that the Onboarding effort will be ongoing throughout the Term and part of the Services, and it is expected that the Onboarding effort will take approximately two (2) months before the full functionality of the Platform can be accessed by Customer. Customer acknowledges and agrees that the aforementioned two-month period is an estimate and not a guarantee or representation by Perimeter and in any case, requires Customer's full, responsive and timely cooperation.

2. PROPRIETARY RIGHTS

2.1 Perimeter shall own and retain all right, title and interest in and to (a) the Services and Software (as defined below) and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions, other technology, data, technology, trademarks, or copyrightable works developed in connection with the Services, support, or Software, and (c) all intellectual property rights related to any of the foregoing. Subject to Customer's compliance with the terms of this Agreement, Perimeter hereby grants to Customer, a non-sublicensable, non-exclusive, non-transferable (except as stated in Section 12.2), revocable subscription license to use and access the Services and to use the Software in accordance with the conditions and limitations set forth herein.

2.2 During the term of this Agreement and for a one (1) month period thereafter, Customer hereby grants to Perimeter a non-exclusive, non-transferable, irrevocable, royalty-free license to

use Customer's name, logo, seal, and trademark for marketing and promotional purposes, including on Perimeter's website and social media outlets.

2.3 Customer has no right, title, interest, claim, possession or control over any data or information that Perimeter may collect in performance of the Services.

2.4 No rights or licenses are granted except as expressly set forth herein.

3. CUSTOMER'S RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (collectively the "Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Perimeter or authorized within the Services); or remove any proprietary notices or labels.

3.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws, regulations and orders from a court or executive agency of competent jurisdiction. Although Perimeter has no obligation to monitor Customer's use of the Services, Perimeter may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, routers, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, the Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY

4.1. The Parties may disclose information which either Party considers to be confidential and proprietary to as a result or in preparation of this Agreement. During the Term and thereafter, the Parties (on their own behalf and on behalf of each of its subcontractors, employees, representatives, and agents of any kind) agree to hold and treat all confidential information of the other Party, including, but not limited to, code, sketches, marketing strategies, design details and specifications, engineering, ideas, techniques, models, algorithms, software programs and source documents, trade secrets, information pertaining to business strategies and operations, other

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING**

agreements, sales figures, financing, sourcing, employee and customer information and any other information that either Party reasonably should know is confidential, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information") as confidential and protect the Confidential Information in a commercially reasonable manner, but at least with the same degree of care as either Party uses to protect its own Confidential Information of like nature. Either Party shall notify the other Party immediately in the event it becomes aware of any loss or disclosure of any Confidential Information.

4.2 Confidential Information does not include any information that (a) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public; (b) is available to either Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (c) has been independently acquired or developed by either Party without violating its obligations under this Agreement or under any federal or state law.

4.3 Nothing in this Agreement will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, or pursuant to the Defend Trade Secrets Act of 2016 (in order to exercise either Party's rights thereunder), provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. In the event either Party is compelled by law or legal process to disclose any Confidential Information, it shall promptly notify and reasonably cooperate with or assist the other Party so that the other Party may seek a protective order or other appropriate remedy. Either Party shall disclose only that portion of the Confidential Information which it is advised by counsel is legally required and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

4.4 Notwithstanding the foregoing under this Section 4, the Customer acknowledges that Confidential Information may be shared subject to the terms of this provision by Perimeter with any of Perimeter's subcontractors or delegates it elects to use in its performance of this Agreement.

5. FEES AND EXPENSES

5.1 Unless expressly stated otherwise, before Perimeter provides the Services, Customer shall pay Perimeter the applicable fees described in Exhibit A in accordance with terms therein (the "Fees"). If Customer believes that Perimeter has billed Customer incorrectly, Customer must contact Perimeter's customer support department within ten (10) days after receipt of the invoice in which the error or problem appeared in order for Perimeter to assess whether an adjustment or credit is appropriate.

- a) Perimeter is not obligated to provide Services for any applicable period until it has received full payment of the Fees as set out in Exhibit A. In the event that Customer has not made full payment of the Fees, Service Provider will not be liable for any damages resulting from failure to provide the Services. If Customer's failure to provide full payment of the Fees continues for thirty (30) consecutive days, Perimeter may terminate this Agreement, effective immediately, by providing written notice of termination.

5.2 Outstanding balances on invoices sent to Customer by Perimeter are due within thirty (30) days after the invoice is sent unless indicated otherwise in any applicable Order. For unpaid and late balance amounts, Perimeter may charge interest on such amounts at 1.5% per month, calculated daily and compounded monthly or the maximum permitted by law, whichever is lower. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Perimeter's net income.

5.3 Perimeter is solely responsible for any travel or other costs or expenses that Perimeter incurs in connection with the Services, and in no event must the Customer reimburse Perimeter for any such costs or expenses.

6. TERM AND TERMINATION

6.1 The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, continues in effect for a period of one (1) year (the "Term").

6.2 Either Party may terminate this Agreement for any reason by providing sixty (60) days' advance written notice to the other Party.

6.3 Upon termination of this Agreement, except as expressly provided otherwise herein, Customer shall cease using the Services and both Parties shall cease using Confidential Information of the other Party and shall return or destroy all copies of such Party's Confidential Information upon the other Party's request.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING**

6.4 The Parties shall each be responsible for all obligations incurred under this Agreement up to and through the date of effective termination of this Agreement. In the event that Perimeter terminates this Agreement prior to the expiration of the Term, Fees will be prorated accordingly. In the event that Customer terminates this Agreement prior to the expiration of the Term, Fees will not be prorated, any Fees due will not be excused from Customer's payment obligations, and any Fees paid will not be refunded.

6.5 The termination of this Agreement shall not release either Party from obligations which, by their nature, survive termination including but not limited to those stated in Sections 2-4, 8-12.

7. INDEPENDENT CONTRACTOR STATUS

Perimeter is an independent contractor of the Customer, and this Agreement does not create any association, partnership, joint venture or employee or agency relationship between Perimeter and the Customer for any purpose. Neither Party has the authority, and shall not hold itself out as having authority, to bind the other Party, and neither Party shall make any agreements or representations on the other Party's behalf without the other Party's prior written consent. Neither Party is entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the other Party. Neither Party is responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on the other Party's behalf. Customer shall not control the manner or means by which Perimeter performs the Services. Each Party is solely responsible for all acts or activities of its employees and subcontractors. Each Party may engage in other business activities and provide similar services to other entities and customers during the Term.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each Party represents and warrants to the other Party that:

- a) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- a) The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action; and
- b) The entering into this Agreement and its performance of its obligations hereunder do not and will not conflict with or result in any breach or default under any other agreement, rule, regulation, law, or court order to which the Party is subject.

9. WARRANTY AND DISCLAIMER

Perimeter shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Perimeter's reasonable control. PERIMETER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, EXCEPT WHEN CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PERIMETER. PERIMETER DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS." PERIMETER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. INDEMNITY

Each Party shall defend, indemnify, and hold harmless (when doing so, the "Indemnifying Party") the other Party and its affiliates, officers, trustees, directors, employees, agents, successors, and assigns (collectively, the "Indemnified Party") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) (collectively, the "Claims") arising out of or resulting from Indemnifying Party's acts or omissions in connection with its obligations under this Agreement, including breach of any representation, warranty, or obligation under this Agreement; provided, however, the indemnification obligation under this paragraph shall apply only to the extent such Claims do not relate to and do not arise out of the Indemnified Party's willful misconduct or gross negligence.

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, PERIMETER AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING**

UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND PERIMETER' REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED

WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO PERIMETER FOR THE SERVICES UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT PERIMETER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. MISCELLANEOUS

12.1 Perimeter may, in its sole discretion, at any time change the Software or Services to: (i) maintain or enhance the quality or delivery of the Services, the competitive strength of or market for the Services, or the Services' cost efficiency or performance; or (i) to comply with applicable Law. Customer acknowledges that Perimeter's right as contained in Section 12.1 may alter the description of the Services contained in Exhibit A.

12.2 Unless otherwise indicated in this Agreement, the Parties shall not assign any rights or delegate, or subcontract any obligations under this Agreement without the other Party's prior written consent. Any assignment without the prior written consent required under this Paragraph is null and void.

12.3 This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between them relating to the subject matter hereof.

12.4 No modification of this Agreement or waiver of any rights under this Agreement is effective unless in writing signed by the Parties.

12.5 This Agreement shall be governed in all respects by the laws of the United States of America and the laws of the State of California and shall be considered a contract executed and fully performed within the State of California, without giving effect to any conflicts of laws principles.

12.6 Any notice, demand, request, or other communication made pursuant to this Agreement must be in writing and will be deemed sufficient when delivered by electronic mail with read receipt requested to the addresses set forth below, as subsequently may be modified by written notice.

If to Perimeter:

Attention: Donna Bailey Farren
Email: office@perimeterplatform.com

If to Customer:

Attention: [NAME]
Email: [EMAIL]

12.7 If any term herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term of this Agreement or invalidate or render unenforceable such term in any other jurisdiction. Upon a determination that any term is invalid, illegal or unenforceable, the Parties intend that a court of competent jurisdiction modify this Agreement to affect the original intent of the Parties to the fullest extent permitted under applicable law.

12.8 This Agreement is the result of negotiations between and has been reviewed by each of the Parties and their respective counsel, if any; accordingly, this Agreement is product of all of the Parties, and no ambiguity is construed in favor of or against any one of the Parties.

12.9 This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Electronic signatures and electronically transmitted signatures will have the same legal effect as original signatures.

12.10 Unless otherwise agreed to in writing by the Parties, any dispute which has not been resolved between them shall be settled by binding arbitration in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules and Procedures conducted in the County of Contra Costa, California ~~Limestone, Alabama~~. The Parties shall mutually select a single independent, conflict-free arbitrator, who has sufficient background and experience to resolve the matter in dispute. If the Parties are unable to reach agreement on the selection of the arbitrator within 15 business days after submission to arbitration, then either Party or both Parties shall immediately request JAMS to select an arbitrator with the requisite background, experience and expertise in the industry. Any judgment or award rendered by the arbitrator is final and binding on the Parties and is governed by the terms and conditions hereof. Each Party shall

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

bear its own costs and expenses and attorneys’ fees. All proceedings and decisions of the arbitrator are proprietary and confidential information of each of the Parties. Notwithstanding the foregoing, either Party may proceed to court in Alameda County, State of California to secure injunctive relief for any claim before or while arbitration is pending. In the event this arbitration clause is found unenforceable, the Parties hereby submit to the exclusive jurisdiction of the federal and state courts in Alameda County, California for the adjudication of disputes arising from this Agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ALL ITS RIGHTS TO A TRIAL BY JURY.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

PERIMETER

Matthew Goodwin
CRO
Perimeter, Inc.

CUSTOMER

[NAME]
[Title]
County of Limestone, AL

EXHIBIT A
SERVICES AND FEES

This Exhibit is incorporated into the Software as a Service Agreement between Perimeter and the County of Limestone, AL effective October 1, 2025 (“Agreement”). Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement.

1. SERVICES

The Services include the use of a subscription to the Software known as the Perimeter Platform (the “Platform”) by Customer, which has the following features described below:

- I. Pre-Planning: Build and edit geospatially displayed plans with points, routes, and polygons.
 - Upload existing shapefiles by request to import evacuation zones.
 - Co-create evacuation zones with fire, law, and OES agencies and upload to the Platform.
 - Upload evacuation routes, road delays, closures, and traffic control points for traffic management preparedness.
 - Upload and update point-based data such as shelters, at risk facilities, and response resources.
 - Update evacuation zones, routes, and points.
 - Automatically update the Platform for all users on a team when data is changed on the map.
 - Automatically update the Public Map when public data is changed.
- II. Multi-Agency Coordination: Use the Perimeter Platform to coordinate between response agencies during training and live incidents.
 - Coordinate multi-agency evacuation drills through the Platform.
 - Upload real time evacuation zones, routes, and incident information.
 - Update the status of evacuation zones and internal incident activities (such as the status of shelters, at risk facilities, traffic control points, road activity, etc.).

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

- Coordinate with other stakeholders with the shared interface for internal incident data.
- Update the permissions of team members to enable or disable the ability to share information to the public.

III. Public Communication: Use the Perimeter Platform and Perimeter Public Map to coordinate with citizens during live incidents.

- Users with appropriate permissions can publish any data from the Platform to the Perimeter Public Map.
- Share incident data by generating and sending hyperlink through social media platforms, key stakeholders, public communication platforms, and more.
- Share evacuation status of zones to agencies and the public with the Perimeter Public Map.

- Integrate, to the extent practicable, with ESRI products, Everbridge, and other GIS software to enable consistent messaging across multiple channels.

During the term of this agreement, Customer is granted unlimited users, including users from cities, municipalities, and utilities/public works located within Customer's jurisdiction, subject to approval by Perimeter. Users may be created by sending email addresses, names, titles and agency information to support@perimeterplatform.com at the beginning of the contract, and by individual request thereafter.

Perimeter will use commercially reasonable efforts to provide maintenance, support, and updates of the Platform and Perimeter Public Map.

2. FEES

Perimeter shall invoice for payment on the following schedule:

- \$3,000 upon execution of the contract.

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

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve to apply for a Homeland Security Grant for the Sheriff's Office for the purchase of scanners (fingerprint, photo & retina, mobile). The amount of the grant is \$99,801.00 with no match from the County. Retroactive to September 30, 2025.

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

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve a Lease Agreement with The Lioce Group for a copier located at Archives for a period of 36 months.



THE LIOCE GROUP
NEW DIMENSION IN BUSINESS

LEASE AGREEMENT

One-Page Agreement for Transactions Under \$150,000 CFS-1122 (12/22)



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

CFS' AGREEMENT NUMBER:

COMPANY LEGAL NAME County of Limestone		DBA Limestone County Commission		PHONE 256-216-3417	
BILLING EMAIL ADDRESS accountspayable@limestonecounty-al.gov		BILLING CONTACT FIRST NAME Lori	BILLING CONTACT LAST NAME Hargrove	BILLING CONTACT PH # 256-216-3417	☐ Checking box or omitting email address defaults to paper invoice. ☒ Not checking box defaults to electronic invoice, Billing data needed.
BILLING ADDRESS 310 West Washington Street		CITY Athens	COUNTY Limestone	STATE AL	ZIP 35611
EQUIPMENT ADDRESS 102 West Washington Street		CITY Athens	COUNTY Limestone	STATE AL	ZIP 35611

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Payment Amount *
1		Konica Minolta C301i	3	\$ 1,985.76

Term in months: 36

Number of Payments in Advance: 0

Total Amount Due At Signing *: \$ 0.00

Payment Frequency: ☒ Monthly ☐ Quarterly ☒ Other: Annual

End of Term Purchase Option: ☒ Fair Market Value ☐ \$1.00 ☐ Other: (\$ or %) (estimated)

* Plus Applicable Taxes

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

ACCEPTED BY CANON FINANCIAL SERVICES, INC.

By: _____

Title: _____

Date: _____

AUTHORIZED CUSTOMER SIGNATURE

By: _____ Title: Limestone County Chairman

Printed Name: Collin Daly Email address: collin.daly@limestonecounty-al.gov

Tax ID#: 63-6001607 If proprietor, DOB: _____ Date: _____

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025, COMMISSION MEETING

To: Canon Financial Services, Inc. ("CFS")

Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a County of Limestone organized under the laws of the State of _____, with its chief executive office at 310 West Washington Street and Customer leases from CFS with its place of business at 158 Gaither Drive, Suite 200, Mt Laurel, New Jersey 08054, all the equipment described above ("Equipment"). This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or provides to CFS other written confirmation of its acceptance of the Equipment, which shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of the Agreement. The term of this Agreement begins on the date accepted by CFS or any later date CFS designates ("Agreement Date") and shall consist of the payment period specified above, any Interim Period, and any renewal periods. If Customer has not, within 10 days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever.

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

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

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

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

6. **DEFAULT:** If Customer fails to pay any amount due to CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) require Customer to immediately pay all unpaid Payments hereunder (whether or not then due), the Purchase Option amount and any other Costs (collectively, "Remaining Lease Balance"), (b) terminate any and all agreements with Customer, (c) repossess the Equipment, (d) sell the Equipment and recover the amount by which the Remaining Lease Balance exceeds the net amount CFS received from such sale, and/or (e) pursue any other remedy permitted at law or in equity. CFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the

Remaining Lease Balance. Customer shall reimburse CFS for its out-of-pocket costs and expenses incurred in enforcing this Agreement and exercising its remedies, including reasonable fees and expenses of attorneys and collection agencies. Any other default hereunder shall entitle CFS to all remedies available at law and equity. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default. Customer will also pay for CFS' reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.

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

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

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

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

11. **UCC:** Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

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

PERSONAL GUARANTY

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

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

Address: _____ Phone: _____

CFS-1122 (12/22)

Municipal Opinion of Counsel (This form is to be retyped on the letterhead of Counsel)

Canon Financial Services, Inc.

Re: Agreement Number: TBD

Gentlemen and Women:

I am counsel for County of Limestone (the "Customer"), I am familiar with the above referenced Agreement (whether designated a lease, rental, or Master Lease, together with any Schedules thereto or otherwise, the "Agreement") by and between Canon Financial Services, Inc. ("CFS") and the Customer relating to the lease of certain equipment identified therein (the "Equipment").

Based on my examination of the Agreement, the information statement required by CFS for purposes of Section 149 (e) of the Internal Revenue Code of 1986, as amended (the "Code"), and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

- The Customer is the County of Limestone or a lawfully constituted political subdivision or agency thereof and is authorized by the Constitution and laws of such state to enter into the transaction contemplated by the Agreement and to carry out its obligations thereunder.
- The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement enforceable in accordance with its terms.
- No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Customer of the Agreement and the transaction contemplated thereby.
- The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Customer or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Customer is a party or by which it or its assets may be bound.
- There are no actions, suits or proceedings pending or, to the knowledge of the Customer, threatened against or affecting the Customer in any court or before any government commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Customer to perform its obligation under the Agreement.
- The Equipment is personal property and, when subject to use by the Customer, will not be or become fixtures under the laws of the State where the Equipment is being used by the Customer.
- All required public bidding procedures regarding an award of this Agreement have been followed by the Customer.
- The interest income from the Agreement set forth above is exempt from Federal income taxes.

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

Very truly yours,
By: _____
Name: _____
Title: _____
Date: _____

CFS-1084 (08/16)



The Lioce Group
2950 Drake Avenue
Huntsville, AL 35805

Service Agreement

Date 9/22/2025
Customer # 0
Representative Mike Olejnik

Ship To
County of Limestone Archives
102 W. Washington Street
Athens, AL 35611
Contact: Lori Hargrove
Meter Contact: Brooke Rollins
Meter Method: KPAX
E-Mail: brooke.rollins@limestonecounty

Bill To
Limestone County Commission
310 West Washington Street
Athens, AL 35611

Installation and Service Agreement Options
Appropriate categories must be initialed by the client in the box to the left of the option.

Maintenance Type: Normal

Contract Length (months): 36
Contract Start Date: TBD

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W	\$16.50	2000 Monthly		0.0083 Monthly	
Color	0.05	0 Monthly		0.005 Monthly	
Color Printer					
Toner	Included				
Paper	Not Included				
Staples	Not Included				

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
bizhub C301i with DF-714 (Government Contractor) 30 pp m				
bizhub C301i with DF-714 (Government Contractor) FS-53				
bizhub C301i with DF-714 (Government Contractor) PC-2 I				

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

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

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

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve an Extension of Employment Agreement for Daphne Ellison at EMA.

EXTENSION OF EMPLOYMENT AGREEMENT

This Extension to Employment Agreement (“Extension”) is to extend the employment agreement (the “Agreement”) made between the **Limestone County Commission (“Employer”)**, whose principal place of business at 310 W. Washington Street, Athens, Alabama, and **Daphne Ellison (“Employee”)**, who resides at 6897 US Hwy 72, Athens, Alabama 35611, on April 15, 2024.

Pursuant to and consistent with the terms of Section 6.2 the Agreement, Employer and Employee agree that the term of the Agreement shall be extended to November 30, 2025.

This instrument contains the entire agreement of the parties. The parties have not made any agreements or representations, oral or otherwise, express or implied, pertaining to the subject matter of this Extension other than those specifically included in this Extension and the original Agreement.

All questions regarding the validity and interpretation of this Extension shall be governed by and construed and enforced in all respects in accordance with the laws of the State of Alabama. The exclusive jurisdiction and venue for resolution of disputes arising under this Extension shall be courts having jurisdiction in Limestone County, Alabama.

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

IN WITNESS OF THE ABOVE, the parties have executed this Agreement on October 6, 2025.

EMPLOYEE
DAPHNE ELLISON

EMPLOYER
LIMESTONE COUNTY COMMISSION

Daphne Ellison

Collin Daly
Chairman

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

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

Account Number	Title of Line Item	Amount
111-53200-550	Motor Vehicle	+\$60,000.00
111-35910-100	Budgetary Fund Balance	-\$60,000.00

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

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to award the following bids:

Proposal No.	Item	Award To:	Amount
2901	Printing Multiple Items Revenue Commission	DivcoData	• Tax notices – real property – statement style: \$0.15 per notice Back of statement printing add \$0.01 per statement \$1.00 per envelope • Certified notices- 500 pieces or less: \$8.72 each 500 pieces or more: \$8.52 each Set-up fee per file: \$175.00 • Statement style additional mailings: \$0.155 per notice Back of statement printing add \$0.01 per statement Set-up fee per mailing: \$175.00 • BOE notices – statement style: \$0.135 per notice Back of statement printing add \$0.01 per statement \$1.00 per envelope Set-up fee per mailing: \$175.00 • Personal property renditions – statement style: Renditions priced depending on static form or floating form as dictated by county. Set-up fee per mailing: \$175.00 • Personal property renditions

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

			reminder notices- postcard style: \$0.10 per card back of postcard printing add \$0.01 per postcard (black print) \$0.12 per card (color print) • Additional services and add-ons: Track & Trace E-Register & E-Deliver PDF files of notices in a single file format: \$75.00 per mailing PDF file of notices as individual PDFs: \$75.00 per mailing plus \$0.01 per converted PDF notice
2902	Full Size Pick Up – D1	Lynn Layton Chevrolet	\$56,990.00

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

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

1. Approve to hire J. “Alex” Brooks as a Corrections Officer, effective October 6, 2025, pending a drug screening.
2. Approve to hire Elam Posey as a Corrections Officer, effective October 6, 2025, pending a drug screening.
3. Approve to hire Melissa Jackson as a Corrections Officer, effective October 6, 2025, pending a drug screening.
4. Approve to hire Dakota Lovell as a Deputy Sheriff, effective October 20, 2025, pending a drug screening.
5. Approve to hire Caylon Reaves as a Deputy Sheriff, effective October 20, 2025, pending a drug screening.
6. Approve to hire Cameron Green as a Deputy Sheriff, effective October 20, 2025, pending a drug screening.
7. Approve to hire Frank Donley as a Deputy Sheriff, effective October 20, 2025, pending a drug screening.
8. Approve to promote Stephen Cooper Posey from a Deputy Assigned to Investigations to an Investigator, effective October 6, 2025.
9. Approve to promote Kenneth Andrews from a Deputy Assigned to Investigations to an Investigator, effective October 6, 2025.
10. Approve to promote Dylan Legg from a Deputy Sheriff to Investigator, effective October 13, 2025.

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

- 11. Approve to promote Cheyanne Abernathy from a Deputy Sheriff to Patrol Sergeant, effective October 6, 2025.
- 12. Approve to transfer Justin Smith from a Patrol Sergeant to Deputy Sheriff, effective October 6, 2025.

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

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

- 13. Approve to allow Coroner Mike West to add one Deputy Assistant and to hire Tyler Gibson as same.
- 14. Approve to amend the Staffing Plan under “Maintenance – Facilities & Grounds” to reflect two (2) Campground Managers.
- 15. Approve to amend the Staffing Plan under “License Commission” to reflect eight (8) Tag & Title Clerk I.
- 16. Approve to amend the Staffing Plan under “Animal Control” to reflect one (1) Animal Control Officer.
- 17. Approve to amend the Staffing Plan under “School Resource Officers” to reflect “17*” for the grade of “1 School Resource Officer – ABS” with the following notation: “*Unless otherwise agreed upon by the parties to be a lower grade or pay.”

Limestone County Commission Staffing Plan
October 1, 2025

CHAIRMAN	
Total: 1	

DISTRICT 1	
1	District Commissioner
2	District Road Supervisor
4	Equipment Operator III
2	Equipment Operator II
2	Equipment Operator I
1	PT Litter Patrol Driver
2	PT Laborer
Total: 14	

DISTRICT 2	
1	District Commissioner
1	District Road Supervisor
4	Equipment Operator III
2	Equipment Operator II
2	Equipment Operator I
1	PT Litter Patrol Driver
2	PT Laborer
Total: 13	

DISTRICT 3	
1	District Commissioner
1	District Road Supervisor
1	Mechanic
4	Equipment Operator III
1	Equipment Operator II
1	Equipment Operator I
1	PT Litter Patrol Driver
2	PT Laborer

DISTRICT 4	
1	District Commissioner
1	District Road Supervisor
3	Equipment Operator III
4	Equipment Operator II
2	Equipment Operator I
1	PT Litter Patrol Driver
1	PT Equipment Operator I
2	PT Laborer

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

Total: 11

Total: 15

ADMINISTRATION		
1	County Administrator	27
1	Chief Financial Officer	26
1	Governmental Accountant	21
1	Payroll Specialist	17
1	Human Resources Specialist	17
1	Accounts Payable Technician	14
1	Communications Coordinator	14
2	Commission Clerk	10
Total: 9		

INFORMATION TECHNOLOGY		
1	Information Technology Director	25
1	Senior Systems Administrator	21
1	Information Systems Security Officer	20
2	Network Support Specialist I	17
1	IT Trainee	10
2	IT Career Technician	1
Total: 8		

ARCHIVES		
1	Archivist	17
1	Assistant Archivist	10
Total: 2		

LEGAL		
1	County Attorney	27
1	Grants & Legal Specialist	21
Total: 2		

ANIMAL SHELTER		
1	Animal Shelter Director	20
1	Veterinary Technician	12
3	Kennel Technician	10
Total: 5		

RECYCLING		
1	Recycling Specialist	17
1	Recycling Laborer	9
2	PT Recycling Laborer	4
Total: 4		

ENGINEERING		
1	County Engineer	27
1	Assistant County Engineer	24
1	Asst. County Engineer in Training	22
1	Project Manager	21
1	GIS & Floodplain Analyst	19
2	Bridge Inspector	19
1	Bridge Inspector in Training	16
2	Equipment Operator III - <i>Striping</i>	14
1	Equipment Operator II - <i>Striping</i>	12
1	Equipment Operator I - <i>Striping</i>	10
2	Engineering Support Assistant	12
Total: 14		

PAVING – ROAD MAINTENANCE		
1	Road Superintendent	21
4	Equipment Operator III	14
1	Mechanic	15
2	Sign & Herbicide Technician	14
3	Equipment Operator II	12
3	Equipment Operator I	10
3	Temporary Laborer	4
Total: 17		

SOLID WASTE		
1	Solid Waste Superintendent	21
1	Mechanic	15
12	Solid Waste Operator	12
2	Solid Waste Clerk	12
1	Assistant Mechanic	12
4	Solid Waste Worker	10
2	Temporary Laborer	4
Total: 23		

EMERGENCY MANAGEMENT		
1	Emergency Management Director	23
2	EMA Officer	*
* <10 years’ experience: 17 10 years’ experience & required certifications: 19		
Total: 3		

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

REVENUE COMMISSION		
1	Revenue Commissioner	
1	Deputy Revenue Commissioner	23
1	Chief Clerk	16
4	Revenue Clerk	10
1	Revenue Clerk Trainee	10
Total: 8		

APPRAISAL		
1	Chief Real Property Appraiser	22
1	Chief Personal Property Appraiser	22
1	Temp. Chief Appraiser Trainee	21
1	Commercial Appraiser	18
2	GIS Technician	16
5	Real Property Appraiser	**
4	Real Property Appraisal Clerk	10
**Trainee: 14; 18 months' experience: 17; State certified: 18		
Total: 15		

LICENSE COMMISSION		
1	License Commissioner	
1	Chief License Clerk	20
1	Office Supervisor	17
1	Tag & Title Supervisor	14
1	Out of State Title & Dealer Specialist	12
3	Tag & Title Clerk III	13
6	Tag & Title Clerk II	12
8	Tag & Title Clerk I	10
1	License Clerk	10
1	Help Desk Clerk	9
Total: 22		

PROBATE		
1	Probate Judge	
1	Chief Probate Clerk	20
1	Deputy Chief Probate Clerk	16
1	Probate Clerk II – Accounting	12
3	Probate Clerk II – Real Estate	12
2	Probate Clerk I	10
Total: 9		

COUNCIL ON AGING		
1	Council on Aging Director	22
1	Assistant Director	19
1	Nutrition Program Supervisor	17
1	Activities Coordinator	14
1	Programs Coordinator	14
1	Administrative Secretary	14
6	Senior Center Manager	12
7	PT Van Driver	9
2	PT Senior Center Aide	7
5	Homemaker	7
Total: 26		

COMMUNITY CORRECTIONS		
1	Director / Court Referral Officer	22
1	Court Referral Officer	16
1	Case Manager	14
1	Admin. Assistant / Case Manager	14
1	Drug Lab Technician	12
1	Laboratory & Case Manager Assistant	12
Total: 6		

MAINTENANCE - FACILITIES & GROUNDS		
1	Superintendent of Facilities & Grounds	22
1	Asst. Supt. of Facilities & Grounds	19
1	Electrician & HVAC Technician	18
1	Senior Maintenance Technician	16
1	Assistant Electrician & HVAC Tech.	14
4	Maintenance Technician	14
2	Campground Manager	12
5	Building Service Worker	9
1	PT Maintenance Technician	8
2	Temporary PT Maintenance Tech.	8
1	Building Service Worker Tech.	1
Total: 19		

SHERIFF’S OFFICE		
1	Sheriff	
1	Chief Deputy Sheriff	24
1	Administrative Manager	18
1	Assistant Administrative Manager	16
1	Administrative Assistant	12
1	Administrative Secretary - CID	10
1	Records Technician	10
Total: 7		

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

ANIMAL CONTROL		
1	Lead Animal Control/ Impounding Officer	16
1	Deputy Sheriff (Certified or APOST)	17
1	Animal Control Officer	12
Total: 3		

SCHOOL RESOURCE OFFICERS		
9	School Resource Officer	17
1	School Resource Officer – ABS	17*
8	PT Sr. Deputy Sheriffs	**
*Unless otherwise agreed upon by the parties to be a lower grade or pay * Refer to Act 2025-409 (exp. 12/31/2030)		
Total: 18		

COMMUNICATIONS		
1	Communications Supervisor	18
10	Communications Officer	12
Total: 11		

COURTHOUSE SECURITY		
1	Sheriff Sergeant	20
2	Deputy Sheriff	17
2	Corrections Officer	14
2	PT Security Officer	11
Total: 7		

JAIL		
1	Captain	21
2	Lieutenant – Jail Operations	20
4	Sergeant	18
1	Deputy Sheriff – Work Release	17
2	Deputy Sheriff – Extradition	17
4	Corporal – Corrections	16
51	Corrections Officer	14
1	Records Technician – Offender Registry	10
1	Records Technician – Warrants	10
1	Career Technician - Corrections	1
Total: 68		

LAW ENFORCEMENT		
1	Sheriff Captain - Investigations	22
1	Sheriff Captain - Patrol	22
3	Sheriff Lieutenant - Patrol	21
1	Sheriff Lieutenant - Investigations	21
8	Investigator	20
1	Investigator - SORNA	20
4	Sheriff Sergeant - Patrol	20
34	Deputy Sheriff	17
1	Digital Forensic Evidence Examiner	17
1	Property & Evidence Technician	16
2	PT Deputy Sheriff	11
*Flexibility to assign 3 Deputy Sheriffs to Investigations: 19		
Total: 57		

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

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve the following merit increases:

Name	Position	Effective Date
Chad Green	Kennel Technician	9/24/2025
Michelle L Roberson	PT Senior Center Manager	6/21/2025
Marcus Massey	County Engineer	9/21/2025
Suzanne Duggar	Tag & Title Clerk	9/3/2025
Andrew Dill	County Attorney	9/30/2025

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING

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

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

1. Approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Crow Subdivision	Minor	Preliminary & Final	2	4	Just N of the intersection of Hwy 72 on the W side of Parker Rd
Hampton Campsite Addition One - replat of Lots 15 & 16	Minor	Preliminary & Final	2	4	On the NW side of Henry Rd W of the intersection with Dement Rd
Britnell Subdivision – replat a portion of Lots 128, 129, 130 & 131 of McCulley Mill Subdivision Phase 1 with an adjacent unplatted parcel	Minor	Preliminary & Final	4	2	Approximately 1 mile S of the intersection with Craft Rd on the W side of McCulley Mill Rd

2. Approve the following subdivision that has been resubmitted with changes:

Name	S/D Type	Approval Type	Lots	District	Location
Black Farms No. 1 – replat of Tracts 1, 2, 3, 4, 7, 8, 10 & 11	Minor	Preliminary & Final	13	3	On the W side of Cowford Rd ½ mile S of Browns Ferry Rd

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, 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 increase bonds for the following:

- Revenue Commission: \$850,000.00
- License Commission: \$200,000.00

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

Commissioner Sammet inquired about Representative Dale Strong attending the Bethel Rd. project on Tuesday. Engineer Marc Massey stated that the event is canceled due to Representative Strong unable to attend due to the government shutdown. The event will be rescheduled later.

Commissioner Gatlin stated his crew is continuing working on the shoulders on Ripley Rd. He also stated that they will begin cutting roadside this week starting at Lucy’s Branch.

Commissioner Townsend stated paving operations would begin close to the river in Clements once the weather clears. He thanked Mr. Reinhardt for his dedication and bravery for saving the man from drowning at the river.

Chairman Daly thanked Mr. Reinhardt for his bravery. He stated that the Fiddler’s Convention was a success and congratulated Athens State. He also stated that Representative Dale Strong is unable to attend the Bethel Rd. project press release due

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 6, 2025,
COMMISSION MEETING**

to the government shutdown. He noted that the project on Bethel Rd. is a major project for Commissioner Sammet and the event will be rescheduled at a later date.

Adjourned at 9:50 a.m. until 9:00 a.m. on Monday, October 20, 2025, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Collin Daly, Chairman

Daryl Sammet, D-I Commissioner

Derrick Gatlin, D-III Commissioner

Johnny Turner, D-II Commissioner

LaDon Townsend, D-IV Commissioner