

MINUTES, LIMESTONE COUNTY COMMISSION, February 2, 2026,  
COMMISSION MEETING

The Limestone County Commission met in a regular meeting today, at 9:33 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

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

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Johnny Turner and seconded by Derrick Gatlin, and David Ruf to approve the minutes of January 20, 2026.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Johnny Turner, aye; Derrick Gatlin, aye; and David Ruf, aye. Motion carries unanimously.

**MOTION** was made by Derrick Gatlin and seconded by Johnny Turner to approve the following claims:

|           |                   |                        |
|-----------|-------------------|------------------------|
| 1/16/2026 | 0078897 – 0078963 | \$ 785,990.53          |
| 1/16/2026 | 0078964           | \$ 46,977.35           |
| 1/16/2026 | 0078965           | \$ 6.99                |
| 1/16/2026 | 0078966           | \$ 500.00              |
| 1/22/2026 | 0078967 – 0078969 | \$ 250.00              |
| 1/23/2026 | 0078970 – 0079033 | \$ 668,734.21          |
| 1/27/2026 | 0079034           | \$ 5,352.02            |
| 1/28/2026 | 0079035           | \$ 18.00               |
| 1/30/2026 | 0079036           | \$ 3,185.93            |
| 1/30/2026 | 0079037 – 0079094 | \$ 1,891,838.08        |
|           | <b>TOTAL</b>      | <b>\$ 3,402,853.11</b> |

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Johnny Turner, aye; and David Ruf, aye. Motion carries unanimously.

**MOTION** was made by David Ruf and seconded by Johnny Turner to approve a Resolution with the State of Alabama acting by and through ALDOT for the acceptance of 2 new vans for Council on Aging. ALDOT awarded funds in the amount of \$155,789.00 with a Limestone County Commission match of \$38,947.00.

RESOLUTION NUMBER           N/A          

**BE IT RESOLVED**, by the Limestone County Commission of Athens, Limestone, Alabama, as follows:

1.

That the Limestone County Commission enter into an agreement with the State of Alabama: acting by and through the Alabama Department of Transportation relating to public transportation with partial funding by the Federal Transit Administration, which agreement is before this Limestone County Commission.
2.

That the agreement to be executed in the name of the Limestone County Commission, by the Chairman of the Limestone County Commission for and on its behalf:
3.

That such execution be attested by the Chairman and the seal of the Limestone County Commission affixed thereto:


**BE IT FURTHER RESOLVED**, that upon completion of the execution of the agreement by all parties, a copy of such agreement be kept by the County Administrator in the minute book of the Limestone County Commission.

**I, the undersigned Chairman, of the Limestone County Commission, Athens, Limestone County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Limestone County Commission of the Limestone County Commission, at a regular meeting of such Commission held on the**

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

### County Administrator

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. David Ruf, aye; Johnny Turner, aye; and Derrick Gatlin, aye. Motion carries unanimously.

pitney bowes 

|  |  |
|--|--|
|  |  |
|--|--|

Agreement Number

|   |                          |                    |                                      |
|---|--------------------------|--------------------|--------------------------------------|
| Full Legal Name of Lessee / DBA Name of Lessee  |                          |                    | Tax ID # (FEIN/TIN)                  |
| LIMESTONE COUNTY COMMISSION                     |                          |                    | 636001607                            |
| Sold-To: Address                                |                          |                    |                                      |
| 310 W WASHINGTON ST, ATHENS, AL, 35611-2597, US |                          |                    |                                      |
| Sold-To: Contact Name                           | Sold-To: Contact Phone # | Sold-To: Account # |                                      |
| Lori Hargrove                                   | 2562163417               | 0011764916         |                                      |
| Bill-To: Address                                |                          |                    |                                      |
| 310 W WASHINGTON ST, ATHENS, AL, 35611-2597, US |                          |                    |                                      |
| Bill-To: Contact Name                           | Bill-To: Contact Phone # | Bill-To: Account # | Bill-To: Email                       |
| Lori Hargrove                                   | 2562163417               | 0011764916         | lori.hargrove@limestonecounty-al.gov |
| Ship-To: Address                                |                          |                    |                                      |
| 310 W WASHINGTON ST, ATHENS, AL, 35611-2597, US |                          |                    |                                      |
| Ship-To: Contact Name                           | Ship-To: Contact Phone # | Ship-To: Account # |                                      |
| Lori Hargrove                                   | 2562163417               | 0011764916         |                                      |
| PO #  |                          |                    |                                      |
| *   |                          |                    |                                      |

| Qty | Item        | Business Solution Description            |
|-----|-------------|--|
| 1   | SENDPROCALL | SendPro C / SendPro C Auto               |
| 1   | 1FXA        | Interface to InView Dashboard            |
| 1   | 7H00        | C Series IMI Meter                       |
| 1   | APAC        | Connect+ Accounting Weight Break Reports |
| 1   | APAX        | Cost Acctg Accounts Level (100)          |
| 1   | APKG        | SendPro 360 Shipping Feature             |
| 1   | APKN        | Account List Import/Export               |
| 1   | C5CC        | Sendpro C Auto 95                        |
| 1   | CAAB        | Basic Cost Accounting                    |
| 1   | COVER-SPCA  | Protective Dust Cover - SendPro C Auto   |
| 1   | F9PG2       | PowerGuard LE Service Package            |
| 1   | ME1A        | Meter Equipment - C Series               |
| 1   | MPB1        | C Series Integrated Scale                |
| 1   | PAB1        | C Series Premium App Bundle              |

|   |        |   |
|---|--------|---|
| 1 | SJS2   | Softguard For SendPro C500  |
| 1 | SPACRL | Return Lbl/Instr - SendPro Auto C   |
| 1 | STDSLA | Standard SLA-Equipment Service Agreement (for SendPro C / SendPro C Auto) |

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|   |      |                                      |
|---|------|--------------------------------------|
| 1 | ZH24 | Manual Weight Entry                  |
| 1 | ZH29 | HZ03 95 LPM Speed                    |
| 1 | ZHC5 | SendPro C500 Base System Identifier  |
| 1 | ZHD5 | USPS Rates with Metered Letter       |
| 1 | ZHD7 | E Conf Services for Metered LTR. BDL |
| 1 | ZHWL | 5lb/3kg Weighing Option for MP81     |

Your Payment Plan

|                         |                         |                      |
|-------------------------|-------------------------|----------------------|
| Initial Term: 60 months | Initial Payment Amount: |                      |
| Number of Months        | Monthly Amount          | Billed Quarterly at* |
| 60                      | \$ 148.73               | \$ 446.19            |

\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- ( ) Tax Exempt Certificate Attached
- ( ) Tax Exempt Certificate Not Required
- (X) Purchase Power® transaction fees included
- ( ) Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at [https://www.naspovaluepoint.org/search/?term=pitney+bowes&page\\_ref=contractors](https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors). Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA230000003750  
State/Entity's Contract#

Lessee Signature  
Print Name  
Title  
Date  
Email Address

Pitney Bowes Signature  
Print Name  
Title  
Date

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Y103722745  
See Pitney Bowes Terms for additional terms and conditions

Sales Information

|                  |                      |                  |
|------------------|----------------------|------------------|
| Cynthia Volpe    | cynthia.volpe@pb.com |                  |
| Account Rep Name | Email Address        | PBGFS Acceptance |

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Y103722745  
See Pitney Bowes Terms for additional terms and conditions

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; David Ruf, aye; and Johnny Turner, aye. Motion carries unanimously.

**MOTION** was made by Derrick Gatlin and seconded by Johnny Turner to approve a Professional Service Agreement with Kimley-Horn and Associates, Inc., to analyze and modify the traffic signal timing plan, as needed, at the intersection of Highway 99 / Market Street at Highway 99 / New Cut Road / West Elm Street.

Kimley»Horn

January 26, 2026

Mr. Hunter Daws  
Limestone County Engineering Department  
310 W. Washington Street  
Athens, AL 35611

Re: **Professional Services Agreement**  
Traffic Signal Timing Plan Modifications  
Highway 99 / Buck Island Road / Market Street at  
Highway 99 / New Cut Road / West Elm Street

Dear Mr. Daws:

**Kimley-Horn and Associates, Inc.** ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the **Limestone County Engineering Department** ("Client" or "County") for providing professional traffic engineering services.

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SCOPE OF SERVICES

Kimley-Horn understands that the Limestone County Engineering Department has recently received a request to analyze and modify, as needed, the traffic signal timing plan at the intersection of Highway 99/Buck Island Road/Market Street at Highway 99/New Cut Road/West Elm Street in Limestone County, Alabama. As part of these traffic signal timing plan modifications, the Alabama Department of Transportation (ALDOT) is requiring the County to submit a Traffic Engineering Memorandum and recommended timing plan changes to ALDOT for their review and approval prior to implementing any changes in the field.

Task 1: Traffic Engineering Memorandum

The study intersection has been identified as a potential candidate for traffic signal timing plan modifications. As part of this Task 1, Kimely-Horn will prepare a Traffic Engineering Memorandum to summarize an intersection analysis of Highway 99/Buck Island Road/Market Street at Highway 99/New Cut Road/West Elm Street in Limestone County, Alabama. The memorandum will summarize existing conditions for each of the following: roadway conditions, traffic control, adjacent signalized intersections (when applicable), and vehicular volumes. Vehicular volumes will be determined by performing a 6-hour turning movement count (TMC) at the study intersection, which includes a 2-hour TMC for each of the morning (AM), midday (MD), and evening (PM) peak hours. The memorandum will also include operational analysis, including proposed signal phasing and intersection delay, by modeling the intersection in Trafficware's *Synchro 12.0* software, which applies methodologies outlined in the *Highway Capacity Manual (HCM)*. The intersection capacity analyses will be completed for the existing phasing in the field as well as for up to three (3) additional alternative phasing options for the AM, MD, and PM peak hours. It should be noted that intersection delay and level-of-service (LOS) will be evaluated for the study intersection using

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Synchro due to limitations with HCM. Lastly, the memorandum will provide final recommendations as it relates to traffic signal timing plan modifications.

As part of Task 1, Kimley-Horn will complete revisions to the Traffic Engineering Memorandum for up to one (1) round of comments received from County and/or ALDOT staff. An electronic file (PDF format) of the final memorandum will be provided to the Client. This Traffic Engineering Memorandum will be suitable for submission to ALDOT.

Also included in this Task 1 is up to one (1) project meeting with the Client and/or ALDOT staff to discuss the findings of our analyses. Kimley-Horn will also conduct one (1) site visit as part of this task to observe existing intersection operations, collect existing traffic signal timings from the existing traffic signal controller, and inventory existing traffic signal equipment, including the existing traffic signal cabinet.

Task 2: Traffic Signal Timing Plan Modifications

Based on the recommendations laid forth in the Traffic Engineering Memorandum completed in Task 1, Kimley-Horn will prepare a modified traffic signal timing plan for the study intersection. The revised traffic signal timings will account for the recommendations and proposed changes highlighted in the Traffic Engineering Memorandum. Kimley-Horn will perform calculations for the appropriate clearance intervals for the new traffic signal timing plan and provide to the County for inclusion in their submittal to ALDOT. As part of this task, Kimley-Horn will develop time-of-day plans and/or time-of-day schedule as deemed necessary.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide, but are not limited to, include the following:

- Database development, including building new signal databases based on proposed signal timings, testing the proposed databases to ensure accurate field operations for each time-of-day plan in a signal lab environment, and/or uploading all finalized databased at the end of field fine-turning
- Field implementation and fine-tuning
- Analyzing existing signalized intersection for operational and/or geometric improvements
- Additional meetings and/or site visits (beyond those included in Task 1)

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FEE AND EXPENSES

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Kimley-Horn will accomplish the services outlined as authorized by the Client for a lump sum fee as shown below. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

|        |  |                   |
|--------|--|-------------------|
| Task 1 | Traffic Engineering Memorandum           | \$10,000 Lump Sum |
| Task 2 | Traffic Signal Timing Plan Modifications | \$2,500 Lump Sum  |
| Total  |  | \$12,500 Lump Sum |

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. The Client shall be directly responsible for the payment of any permitting, applications, and similar project fees.

Work on Task 1 will begin immediately upon notice to proceed (NTP).

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn prior to the project, including but not limited to the following:

- Most current Synchro network(s) of the study intersection, if available
- Existing traffic signal timing database for the study intersection
- Any observations of existing field conditions and/or traffic patterns to be considered in timing development and potential system improvements

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CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to **Kimley-Horn and Associates, Inc.**, and "Client" shall refer to the **Limestone County Engineering Department**. Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement from both parties. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Jenny Brown, P.E., PTOE  
Project Manager | Associate



Clark Bailey, P.E.  
Authorized Signer | Associate

Attachment – Standard Provisions

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LIMESTONE COUNTY ENGINEERING DEPARTMENT  
A Municipality



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\_\_\_\_\_, Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

Official Seal:

Client's Federal Tax ID: \_\_\_\_\_  
Client's Business License No.: \_\_\_\_\_  
Client's Street Address: \_\_\_\_\_  
\_\_\_\_\_

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|-----------------|---|--------------|
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|-----------------|---|--------------|

KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
- a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
- a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. The Client will remit all payments electronically to:  
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104  
Account Number: 2073089159554  
ABA#: 121000248
  - c. The Client will send the project number, invoice number and other remittance information by e-mail to [payments@kimley-horn.com](mailto:payments@kimley-horn.com) at the time of payment.
  - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.

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- e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

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- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and

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specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

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- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Rev 07/2024

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Johnny Turner, aye and David Ruf, aye. Motion carries unanimously.

**MOTION** was made by Derrick Gatlin and seconded by Johnny Turner to approve the following budget revisions:

| Account Number | Title of Line Item     | Amount       |
|----------------|------------------------|--------------|
| 111-35910-200  | Fund Balance           | -\$94,000.00 |
| 111-53300-560  | Construction Equipment | +\$94,000.00 |
| 112-59900-231  | R&M Building and Land  | +\$8,000.00  |
| 112-35910-000  | Budgetary Fund Balance | -\$8,000.00  |
| 001-51940-231  | R&M Building and Land  | +\$3,000.00  |
| 001-35910-00   | Budgetary Fund Balance | -\$3,000.00  |

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Johnny Turner, aye; and David Ruf, aye. Motion carries unanimously.

**MOTION** was made by David Ruf and seconded by Johnny Turner to approve to appoint the following to the Health Care Authority Board of Directors with terms beginning February 2, 2026, and ending December 31, 2032:

- Suzanne Paysinger
- Dr. James Eric Stanford
- Joseph Cannon



MINUTES, LIMESTONE COUNTY COMMISSION, February 2, 2026,  
COMMISSION MEETING

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. David Ruf, aye; Johnny Turner, aye; and Derrick Gatlin, aye. Motion carries unanimously.

**MOTION** was made by Johnny Turner and seconded by Derrick Gatlin to approve the following bids:

| Proposal No. | Item  | Award To:         | Amount   |
|--------------|---|-------------------|----------|
| 2907         | Printing – Limestone Co. Comm. Operation Checks | Checkomatic, Inc. | \$710.90 |
| 2908         | Sheriff’s Office Uniforms                       | Emergency Wear    | \$961.00 |

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Johnny Turner, aye; Derrick Gatlin, aye; and David Ruf, aye. Motion carries unanimously.

**MOTION** was made by Johnny Turner and seconded by David Ruf to approve the following:

- 1. Approve to hire Jonathan Harden as a Case Manager, effective February 9, 2026, pending a drug screening.
- 2. Approve to hire Timothy Lynn Carter as an Equipment Operator II – D2, pending a drug screening. Hire date February 2, 2026.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Johnny Turner, aye; David Ruf, aye; and Derrick Gatlin, aye. Motion carries unanimously.

**MOTION** was made by Derrick Gatlin and seconded by Johnny Turner to approve the following merit increases:

| Name                 | Position                         | Effective Date |
|----------------------|----------------------------------|----------------|
| Nicholas Roberson    | Equipment Operator II            | 1/19/2026      |
| Houston L. Campbell  | Equipment Operator II            | 1/5/2026       |
| April Davis          | Assistant Archivist              | 2/8/2026       |
| Enderson Tida        | Corrections Officer              | 1/21/2026      |
| Christa McCurry      | Grants & Legal Specialist        | 2/22/2026      |
| Dennis Wallace       | District Road Supervisor         | 2/6/2026       |
| Angela Baldwin       | Solid Waste Superintendent       | 2/17/2026      |
| Austin Blake McMahan | Sign/Herbicide Tech              | 2/4/2026       |
| Cynthia Adams        | Administrative Assistant Manager | 2/23/2026      |
| Daniel Craig         | Patrol Captain                   | 2/1/2026       |
| Christopher Thompson | Corrections Officer              | 1/21/2026      |
| Andrew Vickers, Jr.  | Corrections Officer              | 1/3/2026       |
| Debra Davis          | Administrative Manager           | 2/3/2026       |
| Hannah Scrivner      | Communications Coordinator       | 1/2/2026       |
| Cary Moore           | Patrol Sergeant                  | 3/8/2026       |
| Benjamin Pepper      | District Road Supervisor – D2    | 2/29/2026      |
| Logan Murphy         | Solid Waste Operator             | 2/3/2026       |
| Vanessa L. Yates     | Kennel Technician                | 3/7/2026       |

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Johnny Turner, aye; and David Ruf, aye. Motion carries unanimously.

**MOTION** was made by Derrick Gatlin and seconded by Johnny Turner to approve the following subdivisions:

| Name | S/D Type | Approval Type | Lots | District | Location |
|------|----------|---------------|------|----------|----------|
|------|----------|---------------|------|----------|----------|

MINUTES, LIMESTONE COUNTY COMMISSION, February 2, 2026,  
COMMISSION MEETING

|                          |       |                     |   |   |   |
|--------------------------|-------|---------------------|---|---|---|
| Byram Estates Addition 1 | Minor | Preliminary & Final | 4 | 4 | On the S side of Glass Hollow Rd and the W side of the intersection with Parker Rd. |
| Swanner & McBay Place    | Minor | Preliminary & Final | 8 | 3 | On the N side of Malone Rd located E of the intersection with Carter Rd.            |

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Johnny Turner, aye; and David Ruf, aye. Motion carries unanimously.

**MOTION** was made by Johnny Turner and seconded by David Ruf to approve to sell the following:

| Department       | Item              | Asset Tag# | VIN #     |
|------------------|-------------------|------------|-----------|
| 53300 District 2 | 2016 Case Tractor | 18998      | ZGLF50744 |

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Johnny Turner, aye; David Ruf, aye; and Derrick Gatlin, aye. Motion carries unanimously.

**MOTION** was made by Johnny Turner and seconded by Derrick Gatlin to approve to grant County Attorney authority to file a lawsuit regarding a piece of property off Hall Road.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Johnny Turner, aye; Derrick Gatlin, aye; and David Ruf, aye. Motion carries unanimously.

Commissioner Ruf thanked the Governor’s office and his family for the faith they placed in him and for their continued support. In closing, he stated that he looks forward to serving District 1 and Limestone County.

Commissioner Turner stated that he will be attending the Association of County Commissioners meeting tomorrow in Montgomery and provided an update from the Legislature.

Commissioner Gatlin welcomed David to the commission and he looks forward to working with him.

Commissioner Townsend absent.

Chairman Daily wished everyone a Happy Groundhog’s Day and a Happy Valentine’s Day. He reminded citizens of the Mardi Gras parade that will take place around the square on February 17<sup>th</sup>. He noted that Presidents’ Day is February 16<sup>th</sup> and county offices will be closed. In closing, he welcomed Commissioner Ruf to the commission.

Adjourned at 9:46 a.m. until 9:00 a.m. on Tuesday, February 17, 2026, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

\_\_\_\_\_  
Collin Daly, Chairman

\_\_\_\_\_  
David Ruf, D-I Commissioner

\_\_\_\_\_  
Johnny Turner, D-II Commissioner

**MINUTES, LIMESTONE COUNTY COMMISSION, February 2, 2026,  
COMMISSION MEETING**

\_\_\_\_\_  
Derrick Gatlin, D-III Commissioner

\_\_\_\_\_  
LaDon Townsend, D-IV Commissioner