STATE OF ALABAMA

LAUDERDALE COUNTY

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama at 3:00 p.m. on the 28th day of January, 2019. The meeting was called to order by the Chairman of the Lauderdale County Commission, Danny Pettus. Upon roll call, the following members answered present:

Danny Pettus

Chairman

Roger Garner

Commissioner, District 1

Brad Holmes

Commissioner, District 1

Joe Hackworth

Commissioner, District 2

Legal Counsel:

Christopher A. Smith

County Attorney

Those who were not present:

Fay Parker

Commissioner, District 2

Chairman Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Commissioner Garner.

Awards and Presentations: None

Public Comments on Agenda items: None

Commissioner Hackworth moved, seconded by Commissioner Garner that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion and upon a vote taken, motion unanimously approved. Agenda is herein recorded and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Garner that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion and upon vote taken, motion unanimously approved.

Commissioner Hackworth moved, seconded by Commissioner Garner to approve a resolution that authorizes the Lauderdale County Commission to participate in the Nationwide Public Safety Broadband Network known as "FirstNet". The purpose of FirstNet is to provide a dedicated network to first responders nationwide for use in disasters, emergencies, and daily public safety work which includes dedicated public safety broadband voice, data, applications, and solutions. The Lauderdale County Commission authorizes Emergency Management Director, George Grabryan, to sign and execute the AT&T Sole Source Digital Advantage Agreement. Any budget amendment that may be needed is herein authorized and approved. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and copy of the agreement are herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Holmes to approve a resolution that authorizes an increase in the mileage rate paid to persons traveling in privately owned vehicles on official Lauderdale County Business. The increase in the mileage rate is from fifty-four and one-half cents to fifty-eight cents per mile. Going forward, the Lauderdale County Commission will pay the designated mileage rate set forth by the State of Alabama henceforth and effective immediately. Resolution is herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve a resolution that authorizes the Lauderdale County Commission to provide a luncheon with the Alabama State Legislative Delegation to discuss local economic development opportunities and funding development, both local and statewide. The cost of the luncheon is one hundred sixtynine dollars to 306 Barbeque and no more than fifty dollars for utensils and desserts. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

In compliance with competitive bid laws of the State of Alabama, sealed bids were advertised for Bid No. LA 2019-5, "Removal and Replacement of Flooring at License Commission". Bid responses were received, publicly opened and read aloud on January 17th, 2019.

A bid tabulation sheet was prepared for the Commissions review. Chairman Pettus referred to Lauderdale County Administrator, Brenda Bryant, for recommendation. Ms. Bryant stated that there was only one bid received for the project which was from The Carpet Store of Florence, Alabama. Ms. Bryant stated that this was the second bid for this project due to a mistake in the first bid. Ms. Bryant also stated that the bid price is three thousand nine hundred dollars over the budgeted amount for this project. Ms. Bryant further stated that she spoke to License Commissioner, Rodney Pettus, and after their discussion, they agreed that Mr. Pettus could save the money from another project to make up for the overage. Ms. Bryant recommended that we accept The Carpet Store's bid. Commissioner Holmes moved, seconded by Commissioner Hackworth to award the bid to The Carpet Store of Florence, Alabama. The being no discussion and upon a vote taken, motion unanimously approved. Bid is awarded to The Carpet Store of Florence, Alabama. Bid tabulation sheet is herein recorded and made part of these minutes.

In compliance with competitive bid laws of the State of Alabama, sealed bids were advertised for Bid No. 2019-IAR – Civil Group, "Right Turn Lane at the Intersection of US Hwy 72 and Industrial Park Blvd in Rogersville, Alabama". Bid Responses were received, publicly opened, and read aloud on January 8th, 2019. A bid tabulation sheet was prepared for the Commissions review. Chairman Pettus referred to Lauderdale County Engineer, Eric Hill, for his recommendation. Mr. Hill stated that the low bidder was North Alabama Paving at a price of one hundred seventy-eight thousand six hundred eighty-nine dollars and fifty cents. Mr. Hill stated that this was a great bid. After a brief discussion, Commissioner Garner moved seconded by Commissioner Holmes to approve the low bidder, North Alabama Paving of Tuscumbia, Alabama. There being no further discussion and upon a vote taken, motion unanimously approved. Bid tabulation is herein recorded and made part of these minutes.

The Lauderdale County Sheriff's office has requested that Deputy James Distefano and Matt Horton be allowed to attend the Homicide and Questioned Death Scene Determinination and Reconstruction training seminar in Gatlinburg, Tennessee the week of March 11th through March 14th, 2019. Commissioner Holmes moved, seconded by Commissioner Hackworth to approve the out of state travel. There being no discussion and upon a vote taken, motion unanimously approved. Travel request is approved and made part of these minutes.

The invoiced bills were audited, allowed, and ordered to be paid upon a motion by Commissioner Hackworth and seconded by Commissioner Holmes. There being no discussion and upon a vote taken, motion unanimously approved.

CHECKS ISSUED JANUARY 14TH, 2018 THROUGH JANUARY 27TH, 2019:

GENERAL-SPECIAL CHECK # 54396-54452	\$1,040,909.59
AGRI-BUSINESS FUND CHECK # 3701-3702	\$303.18
LEPA FUND CHECK # 8125-8132	\$5,629.47
GASOLINE TAX FUND CHECK # 16968-16979	\$195,792.93
PUBLIC BLDG., R & B SPECIAL CHECK # N/A	0.00
PUBLIC HIGHWAY & TRAFFIC FUND CHECK # N/A	0.00
AL. TRUST CAPITAL IMPROVEMENT FUND CHECK # N/A	0.00
RRR GASOLINE TAX FUND CHECK # 669	\$2,042.32
REAPPRAISAL FUND CHECK # 11488-11495	\$30,994.90
REAPPRAISAL MONEY MARKET CHECK # N/A	0.00
TOURISM, REC. & CONVENTION FUND CHECK # 493	\$982.50
RSVP FUND CHECK # 17241-17248	\$4,096.72
CHILD PROTECTION FUND CHECK # 1225	\$1,144.66
SERIES 2001 DEBT SERVICE FUND CHECK # 272	\$10,953.13

CDBG FUND CHECK # N/A	0.00
SOLID WASTE FUND CHECK # 7480-7493	\$164,754.76
ACCOUNT PAYABLE FUND CHECK # 41082-41115	\$160,693.83
FIRE PROTECTION FEE FUND CHECK # 4507-4520	\$255,670.80
INDUSTRIAL DEVELOPMENT TAX FUND CHECK # N/A	0.00
TOBACCO TAX FUND CHECK # N/A	0.00
TVA TAX FUND CHECK # 5720-5732	\$381,452.89

TOTAL: \$2,255,421.68

Scheduled Public Hearings: None

Staff Reports: None

Public Comment Period:

Hank Thomas of 1950 Paradise Drive, Waterloo, Alabama, stated that in 2006, he came before the Commission regarding issues on Paradise Drive and in 2012, people came before the Commission and told the Commissioners how dangerous the road is but the Commissioners did nothing about it. Mr. Thomas stated that Lauderdale County has four times more gravel roads than other counties and the gravel roads are in terrible condition. Mr. Thomas also stated that he is worried for his wife and young people that drive on the roads. Mr. Thomas thanked the Commissioners for their time.

Marguerite Rupp of 980 Paradise Drive, Waterloo, Alabama, stated that she has concerns for Paradise Drive because two people have died on that road and she is nervous. Ms. Rupp also stated that she doesn't understand why nothing is being done to repair the road and why she could not get an answer on this issue. Chairman Pettus stated that he has talked to the Lauderdale County Engineer, Eric Hill, about some things that we may be able to do for the road.

Barry Rupp of 980 Paradise Drive, Waterloo, Alabama, stated that he was a teacher and that he used to come to all of the Commission meetings but he stopped coming. Mr. Rupp stated that Hank Thomas is the only one who has stuck it out. Mr. Rupp further stated that there are blind spots in the road and there are things that the Commission could do to fix the road to help protect the teenagers that drive four wheelers up and down the roads. Mr. Rupp also stated that he purchased a tractor and he uses the tractor to grate and put gravel on Paradise Drive.

Mayor Joan Farneman of Waterloo, Alabama, stated that she has been trying to do something about Paradise Drive and she has some suggestions that she saw in the Caribbean. They put mirrors up on curves so that a person can see coming and going. Ms. Farneman stated that she doesn't understand why the County does not do this. Ms. Farneman said that the County only puts up signs.

Brad Waylon of 1958 Paradise Drive, Waterloo, Alabama, stated that he lives in front of where the accident happened and that he thinks this wreck should have never happened. Mr. Waylon stated that he gave Dr. Parrish CPR in an effort to revive him. Mr. Waylon also stated that he gives the County a lot of tax money and Paradise Drive is a beautiful place but two deaths have happened on that road. Mr. Waylon went on to say that he doesn't understand why the County cannot fix the road.

Lee Waylon of 1958 Paradise Drive, Waterloo, Alabama, stated that she is the wife of Brad Waylon. Ms. Waylon said that they had just come home from church and heard a loud boom so her husband went to see what happened. Ms. Waylon stated that her husband was the first person at the scene of the accident. Ms. Waylon further stated that after about fifteen minutes, she went out to see what was going on and she saw her husband coming up the drive. Ms. Waylon said that her husband stated that Dr. Parrish had died and he had been giving him CPR. Ms. Waylon stated that her husband had blood around his mouth and he went inside to clean up as the fire department, sheriff's office, and ambulance service had arrived but it was too late for Dr. Parrish. Ms. Waylon stated that Waterloo is a beautiful place but she hates Paradise Drive and she asked the Commission to make Paradise Drive a safe place to live.

There being no further business to come before the Commission and upon a motion made by Commissioner Garner and seconded by Commissioner Hackworth, the meeting was duly adjourned until the next regular meeting subject to call.

	LAUDERDALE COUNTY COMMISSION
	Danny Pettus, Chairman
	Brad Holmes, Commissioner
A TEROT.	Roger Garner, Commissioner
ATTEST: Brenda Bryant, County Administrator	*** Absent*** Fay Parker, Commissioner
	Joe Hackworth, Commissioner



Location Account ID: 95045840601

AT&T CORPORATE DIGITAL ADVANTAGE AGREEMENT VERSION 12-A

Lauderdale County		Emergency Management Communication District E911	256-760-6363
Customer Legal Name ("Customer")	, , , , , , , , , , , , , , , , , , , 	D/B/A	Main Telephone Number
110 W College Street Room-B-25	Florence	AL	35630
Street Address	City	State	ZIP Code
George M. Grabryan, Jr ggrabryan@f	lorenceal.org		256-760-6363
Primary Contact Name and Email Address			Primary Contact Telephone Number
Check one: Corporation State of Formation: AL	Partnership		ion/Partnership
Agreement: This AT&T Corporate Digital A Mobility National Accounts LLC ("AT&T"), on AT&T Corporate Digital Advantage Program Effective Date and found at the Program We foregoing, such as applicable Attachments fowww.att.com/legal/terms.aup.html (collective	behalf of itself and as age Description (the "Program bsite ("General Terms and bund at the Program Websi	nt for the Carriers, consists of Description"), (c) the General Conditions"), and (d) all AT&T	(a) this Cover Page, (b) the attached Terms and Conditions in effect on the I materials incorporated by reference in the
Program Website: www.att.com/cda			
Term: The Agreement is for an initial term b	eginning on the Effective C	Date and continuing for a period	d of:
☑ Two years ☐ Three years ☐ Four	years Five years		
At the end of this initial term, the Agreement of its intent not to renew at least 90 days price	will automatically renew for or to the end of the then cur	r successive one year terms urrent term.	nless either party gives the other party notice
By signing below, the parties agree to be	bound by the terms and	conditions of the Agreemen	L.
Lauderdale County, on behalf of itself and By (Authorized Signature): Print Name and Title of Person Signing: Date: 1/8/2019	2 14 Duly	/an, Jr., EMA/911 Di	rector
AT&T Mobility National Accounts LLC, on	behalf of itself and the Car	riers:	
By (Authorized Signature):			

	<u> </u>	 	•	
Print Name and Title of Person Signing:				
Date:		_		

AT&T CORPORATE DIGITAL ADVANTAGE AGREEMENT

PROGRAM DESCRIPTION

1. <u>Service</u>. AT&T, through Carriers, will provide Service to Customer, its Affiliates and their respective Employees. Employees may receive Service under the Agreement as CRUs or IRUs.

2. <u>Corporate Digital Advantage Program Eligibility Requirements.</u>

- 2.1 Eligibility Requirements. Customer must at all times meet the following program eligibility requirements in AT&T Markets:
 - 2.1.1 Minimum End User Requirement. Customer must have at least 6 End Users receiving Service at all times.
- 2.1.2 Minimum Revenue Requirement. Customer must generate Service Revenue of at least \$3,000 per Term Year.
- 2.2 Program Components. In the event customer fails to comply with the eligibility requirements of §2.1, Customer is no longer eligible for the Service Discount or any other program components, and AT&T may immediately discontinue provisioning all such program components in addition to pursuing any other remedies available under the Agreement.

3. Service Discount and Monthly Volume Contribution.

3.1 Generally. Subject to the restrictions set forth in this Section, AT&T will provide Customer with the Service Discount specified in Table 3.1 below based on Customer's Monthly Volume. All Qualified Charges incurred by Customer, its Affiliates and their respective CRUs in AT&T Markets contribute towards the Monthly Volume. AT&T may restrict certain Plans or certain other discount programs from either contributing to Customer's Monthly Volume or qualifying for the Service Discount or both. AT&T will advise Customer if such restrictions apply. AT&T will only apply the Service Discount to the Monthly Service Charge of eligible Voice Service and Wireless Data Service Plans. It may take several billing cycles for the Service Discount to be applied.

Table 3.1 Service Discount

Monthly Volume	Service Discount for CRUs	Service Discount For IRUs
\$250 - \$3,749	8%	8%
\$3,750 - \$7,999	9%	9%
\$8,000 - \$32,999	10%	10%
\$33,000 - \$57,999	11%	11%
\$58,000 - \$307,999	13%	13%
\$308,000 - \$390,999	14%	14%
\$391,000 - \$499,999	15%	14%
\$500,000 - \$665,999	16%	14%
\$666,000 - \$915,999	17%	14%
\$916,000 and higher	18%	14%

- 4. <u>Sponsorship Program</u>. Employees may elect to participate in the Sponsorship Program as IRUs. Employees must be validated in order to become IRUs, and any Employees not so validated will not be IRUs under the Agreement and will not receive corresponding program benefits.
- 4.1 Sponsorship Program Activation Processes and Procedures. Each IRU participating in the Sponsorship Program:

 (a) must enter into, and be individually responsible for complying with an IRU Service Agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by AT&T from time to time, including without limitation paying any applicable enrollment fees.

- 4.2 Sponsorship Program Features. Under the Sponsorship Program: (a) IRUs may choose from select Plans available to Customer within each AT&T Market (provided they qualify for the chosen Plan); (b) IRUs will receive the MSC Service Discount in accordance with §3 of the Program Description; (c) Qualified Charges incurred by IRUs will contribute to Customer's Monthly Volume in accordance with §3 of the Program Description; and (d) IRUs and their usage will contribute to Customer's eligibility requirements set forth in §2 of the Program Description.
- 4.3 Marketing Assistance. Customer will assist AT&T in obtaining Employees' participation in the Sponsorship Program as follows:
 - Posting and maintaining a hyperlink from Customer's intranet site for Employee-related benefits to the att.com landing page established for Customer's IRUs:
 - Posting AT&T-provided Sponsorship Program flyers or digital signage in break room(s) and/or other Employee common area(s)
 of Customer's main campus at least once per calendar quarter;
 - Permitting AT&T sales representatives to participate in two (2) "onsite events" per year at the Customer's main campus, the date and time of which shall be mutually agreed upon by the parties; and
 - · Any other mutually agreed upon marketing efforts, which shall be documented in a writing signed by both parties.
- 5. <u>Financial Responsibility</u>. Customer must pay for all charges incurred under the Agreement, regardless of whether such charges were incurred by Customer, its Affiliates or their respective CRUs. Customer is not liable for any charges incurred by IRUs under this Agreement or any IRU Service Agreement.
- 6. Invoicing Options. With respect to Service, Customer will have the invoicing options set forth in this §6.
- 6.1 Consolidated Invoicing. Under consolidated invoicing, AT&T will provide an online invoice to Customer each month that consolidates all CRUs' Service charges for the preceding monthly billing cycle, except as may otherwise be noted in applicable online or printed terms and conditions of an AT&T offer, product, service, or Plan. This invoicing method is only available through Premier. Consolidated invoicing is not offered in conjunction with Corporate Responsibility User invoicing. Customer must promptly notify AT&T of any Numbers to be added or deleted from Customer's online invoice.
- 6.2 Corporate Responsibility User Invoicing. Under Corporate Responsibility User invoicing, AT&T will provide invoices to Customer's CRUs each month that set forth such CRUs' Service charges for the preceding monthly billing cycle. Corporate Responsibility User invoicing is not offered in conjunction with consolidated invoicing.
- Cancellation Fee. In the event AT&T offers and Customer elects to purchase Equipment with a service commitment, the 7. service commitment begins either on the date (a) the Equipment is activated with a new CRU line of Service or (b) an existing CRU line under the Agreement is upgraded to the Equipment (with or without a migration to a different Plan). For each CRU that is terminated from Service more than 30 days after activation but prior to the expiration of the applicable service commitment, Customer agrees to pay AT&T with respect to each device identifier or Number assigned to such CRU, in addition to all other amounts owed, a Cancellation Fee in the amount specified below ("Cancellation Fee"). The Cancellation Fee for certain specified Equipment (e.g., smartphones) will be \$325 minus \$10 for each full month toward the service commitment that the CRU completes. (For a complete list of the specified Equipment, check www.att.com/equipmentETF.) Otherwise, the Cancellation Fee will be \$150 minus \$4 for each full month toward the service commitment that the CRU completes. The Cancellation Fee is not a penalty, but rather a charge to compensate AT&T for Customer's failure to satisfy the service commitment. For the avoidance of doubt, Customer will not pay any Cancellation Fee(s) under one of AT&T's device installment plan pricing options described in the applicable online Attachment found at the Program Website). Customer acknowledges and agrees that porting a CRU's Number to a non-AT&T service provider before the end of the applicable service commitment constitutes a termination subject to this Cancellation Fee. Customer may terminate a CRU's Service within the first 30 days after activation without incurring a Cancellation Fee, but equipment restocking or other fees may apply. Customer should refer to AT&T's returns policy at www.wireless.att.com/cell-phone-service/legal/return-policy.jsp, or such other site as AT&T may designate from time to time, for additional details.
- 8. <u>Customer's Affiliates</u>. Customer agrees that any of its Affiliates receiving Service under the Agreement meet, and will continue to meet throughout the term of the Agreement, the definition of "Affiliate" set forth in the General Terms and Conditions.
- 9. Resale and Other Prohibited Uses. Customer, its Affiliates (if applicable) and their respective CRUs are not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third-parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

- 10. <u>Definitions</u>. In addition to terms defined elsewhere, these terms have the following meanings in the Agreement:
 - 10.1 "CRU" and "Corporate Responsibility User" mean an Employee receiving Service under Customer's account.
 - 10.2 "Effective Date" means the effective date of this Agreement.
- 10.3 "Employees" means Customer's or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment.
 - 10.4 "End Users" means CRUs and IRUs, collectively.
- 10.5 "IRU" and "Individual Responsibility User" mean an Employee receiving Service under an individual account in accordance with the Sponsorship Program.
- 10.6 "IRU Service Agreement" means a separate wireless service agreement between an IRU and AT&T for Service, Equipment and related matters.
- 10.7 "Monthly Service Charge" means the set fee charged monthly for use of the Service available with a particular Plan (i.e., the monthly "plan charge", not the monthly per device "access charge", if any).
 - 10.8 "Monthly Volume" means the monthly volume of Qualified Charges for purposes of determining the Service Discount.
- 10.9 "Non-Qualified Charges" refers to the following charges: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) monthly access charges related to AT&T's abbreviated dialing code product, (d) all charges for Equipment, (e) roaming charges if not using AT&T's wireless network, (f) charges for other goods and services that Customer, a CRU and/or an IRU authorizes to be charged through the wireless bill; (g) shipping and handling charges; (h) all Taxes; and (i) all other charges not described as "Qualified Charges" herein.
- 10.10 "Qualified Charges" refers to the following undiscounted Service charges: (a) one-time charges for AT&T Mobile Services activation and conversion, (b) the Monthly Service Charge, (c) home wireless usage charges, (d) roaming charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets and using AT&T's wireless network, (e) charges for detail billing, (f) charges for tethering if using AT&T's wireless network, (g) charges for additional wireless service features such as voice mail if using AT&T's wireless network, but excluding enhanced features such as directory assistance or fee-based information services, and (h) monthly recurring access charges for qualified Supplemental Services identified at att.com/abs-addt-terms from time to time.
- 10.11 "Service Discount" means a monthly discount on eligible AT&T Mobile Services, applied to an End User's Monthly Service Charges as described in this Program Description.
 - 10.12 "Service Revenue" means revenue from Qualified Charges realized by AT&T.
 - 10.13 "Term Year" means any year of the term of the Agreement, including any renewal year.

11. Custom Plans.

11.1 Custom FirstNet Mobile Plans – Agency Paid. Provided the Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §11 (including all sub-sections and Tables), AT&T will provide Customer and its eligible CRUs the custom FirstNet Mobile Plans described in 11.1 (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §11.1 and the applicable Sales Information, this §11.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Customer's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

TABLE 11.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.99	\$26.50	\$39.00	\$225.00	\$408.00	\$1,915.00	\$3,680.00
	MSC*	MSC	MSC	MSC	MSC	MSC	MSC
For use with a subsidized device	\$35.99	\$46.50	. \$59.00	\$245.00	\$428.00	\$1,935.00	\$3,700.00
	MSC	MSC	MSC	MSC	MSC	MSC	MSC

^{*}MSC means Monthly Service Charge

TABLE 11.1.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES

OOO OM I MODILE I DOLLD I LANG I OK I EXTORE I HOREO				
Add-a-Line	\$10.99			
For use with an unsubsidized device	Monthly Service Charge			
Add-a-Line	\$22.99			
For use with a subsidized device	Monthly Service Charge			

TABLE 11.1.3 CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$12.00	\$21.00	\$34.00	\$220.00	\$405.00	\$1,910.00	\$3,675.00
	MSC*	MSC	MSC	MSC	MSC	MSC	MSC
For use with a subsidized device	\$22.00	\$31.00	\$44.00	\$230.00	\$415.00	\$1,920.00	\$3,685.00
	MSC	MSC	MSC	MSC	MSC	MSC	MSC

^{*}MSC means Monthly Service Charge

TABLE 11.1.4 CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$37.99

TABLE 11.1.5 CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS

Unlimited FirstNet Enhanced PTT Only Plan	\$9.99`			
for use with an unsubsidized, compatible Feature Phone	Monthly Service Charge			
Unlimited FirstNet Enhanced PTT Only Plan	\$17.99			
for use with a subsidized, compatible Feature Phone	Monthly Service Charge			

TABLE 11.1.6 CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN

Unlimited FirstNet Enhanced PTT Bolt-On Plan	\$2.00
for use with eligible, compatible Smartphones, Feature Phones and Tablets	Monthly Service Charge

11.2 Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Customer and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Customer hereby authorizes AT&T to provide such individuals with the discounts set forth in §11.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Customer must remain eligible for the Custom FirstNet Mobile Plans described in §11.1 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Customer, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

TABLE11.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS

	For use with	For use with	For use with	For use with	For use with
	Smartphone	Smartphone	Feature Phone	Tablet	Tablet
	2GB	5GB	100MB	2GB	5GB
Monthly Service Charge	\$26.50	\$39.00	\$10.99	\$21.00	\$34.00

TABLE 11.2.2 CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS

	Unlimited Smartphone Plan	Unlimited With Tethering	Unlimited with Tethering Tablet
	(without tethering)	Smartphone Plan	Plan
Monthly Service Charge	\$39.99	\$44.99	\$37.99

11.3 <u>Custom Equipment Pricing.</u> Custom Equipment Offer. The Custom Equipment Offer (a) requires activation with new FirstNet Service; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Participating Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider; and (d) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans.

Table 11.3
Custom Equipment Offer**

	- Gustoin Equi	
CUSTOM EQUIPMENT	EQUIPMENT PRICE*	CONDITIONS
iPhone 7 32 GB iPhone 6s 32 GB Galaxy S7 32 GB Duraforce XD (6790) 16GB	\$0.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
XP5s 8GB	\$0.99	Must be activated with a FirstNet Voice Only Plan with an MSC of \$31.00 or higher
Velocity 2	\$0.99	Must be activated with a FirstNet Data Only Plan with an MSC of \$22.00 or higher
DURA XE(E4710) 8 GB	\$0.99	Must be activated with a FirstNet Voice Plan with an MSC of \$22.00 or higher
AT&T Velocity USB Stick	\$0.99	Must be activated with a FirstNet Data Only Plan with an MSC of \$22.00 or higher
Nighthawk	\$40.00	Must be activated with a FirstNet Data Only Plan with an MSC of \$40.00 or higher
XP8 32GB	\$149.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$50.00 or higher
Galaxy S8 64 GB	\$99.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher

^{*}Applicable Taxes will be charged

11.4. Accessory Discounts

AT&T will make available Accessory Discounts as described below. Accessory Discounts are applicable only to select phone and tablet accessories identified as discount-eligible at point of sale, which are determined solely by AT&T and may vary from time to time. Accessory Discounts may not be combined with any other promotional accessory pricing or offers.

Accessory Discount for CRUs
30%

12. Miscellaneous.

- 12.1 Waiver of Shipping Fees. During the initial term of this Agreement, AT&T will waive standard shipping fees with respect to Customer's Equipment purchases for CRUs. The shipping carrier used will be at AT&T's sole discretion.
- 12.2 Waiver of Upgrade Fees. AT&T will waive standard upgrade fees with respect to Customer's Equipment purchases for CRUs.
- 12.3 Walved Cancellation Fee. Provided Customer remains in full compliance with the Agreement, AT&T will waive the Cancellation Fee with respect to each CRU who activated Service with a two-year CRU Term. Notwithstanding the foregoing, no waived Cancellation Fee will be provided if Customer's account is not active and in good standing with respect to the applicable CRU. Waived Cancellation Fees are not available to IRUs.
- 12.4 Waiver of Activation Fees. During the initial term of this Agreement, AT&T will waive the \$40 start of service charge (also known as the "Activation Fee") with respect to Customer's eligible CRUs activating new Service on available Voice Service Plans and Wireless Data Service Plans listed at the "Plans" page of the Program Website.

AT&T and Customer Confidential Information Page 8 of 9

12.5 Equipment Upgrade. AT&T will allow equipment upgrades to CRUs on Equipment upgrades if that CRU has been active on Service for the previous twenty-four (24) consecutive months.
13. <u>Incorporation of Agreement.</u> The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, the Cover Page, this Program Description, the General Terms and Conditions, and other applicable online terms and conditions, apply throughout all such documents.
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STATE OF ALABAMA § LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that the mileage rate paid to persons traveling in privately owned vehicles on official County business will increase from 54.5 cents per mile to .58 cents per mile effective immediately.

BE IT FURTHER RESOLVED, by the Lauderdale County Commission that the mileage rate designated by the State of Alabama will be deemed the mileage rate paid by Lauderdale County to persons traveling in privately owned vehicles on official County business henceforth and effective immediately.

Done this the 28th day of January, 2019.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Holmes, Commissioner

Roger Garner, Commissioner

Fay Parker, Commissioner

Joe Hackworth, Commissioner

TTEST:

renda Bryant, County Administrator

STATE OF ALABAMA

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, pursuant to the provisions of Legislative Act No. 2005-160, the Lauderdale County Commission desires to expend a portion of the Lauderdale County Contingency Fund for the following purpose:

Lunch meeting with the State Legislative Delegation to discuss local economic development opportunities and economic development funding, both local and statewide.

306 Barbeque - \$169.00

Dessert, napkins, and utensils- not to exceed \$50.00

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the expenditure for this luncheon is herein approved and any budget amendment is herein authorized.

Done this the 28th day of January, 2019.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Holmes, Commissioner

Roger Garner, Commissioner

ATTEST:

Brenda Bryant, County Administrator

Fay Parker, Commissioner

Joe Hackworth, Commissioner

BID NO.:

LA 2019 - 5

"Removal and Replacement of Flooring at License

BID ITEM:

Commission"

OPENING:

Thursday, January 17th, 2019 at 11:00 a.m.

DATE MAILED:

Thursday, December 13th, 2018

	BID BOND	NO BID	LOW BID	NO RESP	AMOUNT
McCrory's Carpet & Interiors 4302 Huntsville Road Florence, AL 35630				<i></i>	
Quad Cities Carpet 102 N. Seminary Street Florence, AL 35630				/	
Wood Floor Store 380 Seville Street Florence, AL 35630				$\sqrt{}$	·
Economy Carpet 105 Avalon Ave Muscle Shoals, AL 35661					
The Carpet Store 1508 N. Pine Street Florence, AL 35630				j	\$41,950.00°

Amount in Budget for this project is \$38,000

BID TABULAT	ON SHEET		
	Construct Right Turn Lane at the Intersection of d Industrial Park Blvd in Rogersville	Meeting Date:	January 8, 2019
Project No.	IAR-039-000-003	Time:	10:00 a.m.
Facilitator	Civil Group, LLC (CG16-078)	Place/Room	Lauderdale County Commission

Name	·Total Bids
North Alabama Paving	178,689.50
Eady Contracting	191,667.44
Joe Keenum Excavation	234,734.00
Gillespie Construction	374,960.50

I hereby Certify that this is an official tabulation as read aloud from bids received to Construct Right Turn Lane at the Intersection of US Hwy 72 and Industrial Park Blvd in Rogersville. This is not to be considered the official tabulation as it will be released after the bids have been checked for accuracy.

Bradley N Williams., PE