

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2022
COMMISSION MINUTES

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

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

Mr. Ethan Woodruff with the North Alabama Zoological Society (“NALZS”) reported that there had been rumors that the zoo project had been canceled, but that it was not canceled. He commented that they were committed to bringing the zoo to the Tanner area.

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Jason Black to approve the minutes of September 6, 2022.

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

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve the following claims

9/09/2022	Check # 0067048 - 0067111	\$ 843,365.20
9/13/2022	Check # 0067112	\$ 27.96
9/16/2022	Check # 0067113 - 0067168	\$ 654,054.11
9/16/2022	Check # 0067169 - 0067172	\$ 241,300.19
	TOTAL	\$ 1,738,747.46

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve a resolution for Limestone County Commission to adopt the AEMA Division F Regional Hazard Mitigation Plan as an official plan.

Resolution

WHEREAS, the Limestone County Commission recognizes the threat that natural hazards pose to people and property within the community; and

WHEREAS, the Limestone County Commission recognizes development and implementation of a hazard mitigation action plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

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WHEREAS, the Limestone County Commission in coordination with multiple jurisdictions in AEMA Division F have supported and participated in the preparation of the *AEMA Division F Regional Hazard Mitigation Plan* to fulfill the local mitigation planning requirement set forth in the Disaster Mitigation Act of 2000 with input from the appropriate local and state officials; and

WHEREAS, the Alabama Emergency Management Agency and the Federal Emergency Management Agency have reviewed the *Division F Regional Hazard Mitigation Plan* for compliance and have approved the plan, pending the completion of local adoption procedures.

NOW THEREFORE, BE IT RESOLVED, this 19th day of September 2022 that the Limestone County Commission hereby adopts the **AEMA Division F Regional Hazard Mitigation Plan** as an official plan.

Collin Daly, Chairman

ATTEST

Ellen Morell, Administrator

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve a resolution authorizing the Chairman to sign and submit all required documents for submitting a formal amendment to request to ADECA to amend the existing CDBG CV Grant to install a P25 Communication network to serve the county.

LIMESTONE COUNTY COMMISSION

RESOLUTION

WHEREAS, the Limestone County Commission has applied for and received a \$600,000 CARES ACT Community Development Block Grant (CDBG) CV Program Grant to expand wireless broadband services to underserved section of county; and

WHEREAS, the Limestone County Commission has determined the implementation of the above referenced project as proposed will have a negative impact on the county's or participating

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broadband companies' ability to secure other funding assistance to extend fiber internet service into these areas and therefore it is in the best interest of the county to alter the scope of this project to utilize the CDBG Covid funds to construct a P25 Communication network to improve the emergency communication system throughout the county; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Limestone County Commission is submitting a Formal Amendment request to ADECA to amend their existing CDBG CV Grant to install a P25 Communication network to serve the county; and

BE IT FURTHER RESOLVED that the Limestone County Commission authorizes the Chairman to sign and submit all required documents to this affect requesting approval of the formal amendment.

READ AND ADOPTED this the 19th day of September 2022.

SIGNED FOR THE LIMESTONE COUNTY COMMISSION:

By: _____
Chairman Collin Daly

Attest:

Ellen Morell, County Administrator

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

MOTION was made by Jason Black and seconded by LaDon Townsend to approve a resolution to adopt policies and procedures for non-infrastructure projects to be carried out by subrecipients.

**RESOLUTION TO ADOPT POLICIES AND PROCEDURES FOR NON-
INFRASTRUCTURE PROJECTS TO BE CARRIED OUT BY SUBRECIPIENTS**

WHEREAS, Limestone County, Alabama ("the County") has received American Rescue Plan Act state and local fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11,2021,135 Stat 4, the County may transfer ARPA funds to eligible entities to carry out eligible ARPA funded projects; and

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WHEREAS, the County may provide financial assistance to other entities using ARPA funds where this assistance will serve a public purpose that is an eligible use of ARPA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- 1) The County shall take necessary steps to determine the eligibility of ARPA funded projects to be carried out by subrecipients (other than water, sewer, or broadband infrastructure projects) and the transfer of any related funds in accordance with the implementation policies and procedures set forth in Addendum 1 to this Resolution, the provisions of which are fully adopted and incorporated herein by reference.
- 2) The Chairman of the Commission shall assign a Project Monitor to ensure compliance with federal guidance, the ARPA award, and the implementation policies and procedures in making these determinations.

IN WITNESS WHEREOF, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 19th day of September 2022.

Chairman, Limestone County Commission

Attest:

County Administrator

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

MOTION was made by Jason Black and seconded by LaDon Townsend to approve Alabama Emergency Management Agency (AEMA) FY2021 Emergency Management Performance Grant (EMPG) ARPA Cooperative Agreement.

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**ALABAMA EMERGENCY MANAGEMENT AGENCY (AEMA)
FY2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) ARPA
COOPERATIVE AGREEMENT (CA)**

1. Subrecipient:	Limestone County EMA
2. Effective Dates:	10/01/2020-09/30/2021
3. Issuing Agency:	Alabama Emergency Management Agency 5898 County Road 41, P.O. Box Drawer 2160 Clanton, AL 35046-2160
4. FAIN:	EMA-2021-EP-00022-S01 and EMA-2021-EP- 00022-A03
5. CA Number (s):	21 EMSP
6. Local Allocation Amount	\$2,266.00
7. CFDA #:	97.042
8. Federal Award Date:	10/01/2020
9. Federal Award Type:	FY2021 EMPG-ARPA

Subrecipient agrees to: (1) provide information requested by AEMA regarding the subrecipient's emergency management operation in a timely manner; (2) submit requests for reimbursement of expenditures incurred relative to this agreement using forms provided or approved by AEMA and utilize the AEMA Grants Management online portal; (3) present claims with clear and adequate supporting documentation as instructed by AEMA; (4) submit claims on a monthly basis within thirty (30) calendar days after the end of the month for which they are filed; (5) submit all claims relating to this grant by October 31, 2021; (6) provide information requested by AEMA concerning claimed expenditures within three (3) working days; (7) utilize funds for essential operating expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, and other necessary and eligible operating costs; (8) make available to AEMA all EMPG related files and documentation for compliance monitoring and review; (9) comply with all reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance; and (10) contribute 50% of all costs submitted for reimbursement as a cash match consisting of payments made by the subrecipient.

The AEMA Director or his/her designated agent may elect to withhold, or, with a ten (10) day notice, withdraw all or part of this funding from the subrecipient for: (1) non-compliance with any portion of the terms stated, referenced, or incorporated into this agreement; (2) failure to perform appropriately in an emergency situation; or, (3) allowing the position of local EMA Director to remain vacant for more than thirty (30) days without appointment of either a new Director or an Acting Director.

EDDIE GILBERT

9-13-2022

Local EMA Director (print name, sign, and initial each attached page)

Date

Certification by County Authorizing Official:

I certify that I understand and agree to comply with the general and fiscal provisions of this agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other applicable federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Authorizing Official as they relate to the requirements of this agreement; that costs incurred prior to award of funds may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the subrecipient will not supplant other state or local funds budgeted for emergency management purposes.

COLLIN DALY

9-13-2022

Chief Elected Official (print name, sign, and initial each attached page)

Date

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JS Smitherman

9-13-2022

Jeff Smitherman, Director (print name, sign, and initial each attached page)

Date

**AGREEMENT ARTICLES
Emergency Management Performance Grant(EMPG) ARPA**

Subrecipient acknowledges and agrees to the following policies (full texts are incorporated by reference into the terms of this award) which includes the 2021 DHS Standard Terms and Conditions, which apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions apply to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations: _____

Federal and State Funding Regulations		
Article 1	OMB Guidance for Grants and Agreements 2 CFR Part 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to non-Federal Entities The principal set of rules and regulations issued by federal agencies regarding federal funding administration. Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200, and adopted by USDHS at 2 CFR Part 3002.10.
Article 2	Duplication of Benefits 2 CFR Part 200, Subpart E The 2021 DHS Standard Terms and Conditions	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 CFR Part 200, Subpart E, may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 3	Judicial Administration of Federal Grants and Agreements 28 CFR Chapter I	Judicial Administration Subrecipients are required to comply with the Department of Justice requirements for grants and cooperative agreements to state and local governments. Part 18 Administrative Review Procedure. Part 20 Criminal Justice Information Systems. Part 22 Confidentiality of Identifiable Research and Statistical Information. Part 23 Criminal Intelligence Systems Operating Policies. Part 63 Floodplain Management and Wetland Protection Procedures.
Article 4	Universal Identifier and System of Award Management 2 CFR Part 25, Appendix A	System for Award Management Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements.

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Article 5	Policies for Federal Credit Programs and Non-Tax Receivables OMB Circular A-129	Federal Debt Status Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
Article 6	Alabama Constitution of 1901, Article XI § 213	State of Alabama Debt Prohibits any commitments by subrecipient from constituting a debt of the State of Alabama.
Article 7	No procurement Debarment and Suspension 2 CFR Part 3000, Subpart C 2 CFR Part 180	Debarment/Suspension Restricts federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. The debarment and suspension procedures are intended to prevent waste, fraud, and abuse in procurement and non-procurement actions. Debarment and suspension of an organization or individual excludes that company or individual from doing business with the Federal Government or those funded by it.
Article 8	Hatch Act 5 IJSC 1501, et seq.	Partisan Political Activity None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise violate the provisions of the "Hatch Act."
Article 9	Byrd Anti-Lobbying Amendment 31 USC § 1352	Lobbying None of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 10	Alabama Act 2016-312	Boycotting Prohibits Alabama governmental bodies from entering contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).
Article 11	Reporting Subawards and Executive Compensation 2 CFR Part 170, Appendix A	Reporting Subawards and Executive Compensation Subrecipients are required to comply with the requirements set forth on Reporting Subawards and Executive Compensation. Requires the full disclosure to the public of all entities or organizations receiving federal funds.
Article 12	Acknowledgement of Federal Funding from DHS The 2021 DHS Standard Terms and Conditions	Funding Acknowledgement Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

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Article 13	DHS Specific Acknowledgements and Assurances The 2021 DHS Standard Terms and Conditions	Access to Records All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
Article 14	Disaster Recovery Act of 2018	Audits/internal Reviews Subrecipient acknowledges and agrees that no language in this agreement is intended to prohibit audits or internal reviews by AEMA, the FEMA Administrator, or the Comptroller General of the United States.
Article 15	False Claims Act and Program Fraud Civil Remedies 31 USC § 3729-3733 Administrative Remedies for False Claims and Statements 31 USC Chap 38 § 3801-3812	False/Fraudulent Claims Prohibits the submission of false or fraudulent claims for payment to the federal government. Subrecipient is liable for making false claims and/or statements and subject to the remedies under this law.
Article 16	Non-Supplanting Requirement The 2021 DHS Standard Terms and Conditions	Supplanting Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 17	Best Practices for Collection and Use of Personally Identifiable Information The 2021 DHS Standard Terms and Conditions	Personally Identifiable Information Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
Article 18	Copyright 17 USC §401 or 402	Copyright Subrecipients must affix the applicable copyright notices and an acknowledgement of US Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 19	Bayh-Dole Act 35 USC § 200 et seq. 37 CFR Part 401 37 CFR §401.14	Patents and Intellectual Property Rights Subrecipients are subject unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards.
Article 20	Use of DHS Seal, Logo, and Flags The 2021 DHS Standard Terms and Conditions	Logo Use Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 21	Closed-Captioning of Public Service Announcements 47 USC 611	Closed Captioning Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

Personnel/Workplace Requirements

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Article 22	Federal Drug-Free Workplace Act of 1988 Public Law 100-690 41 USC §8101-8106 2 CFR Part 3001 Subpart B 2 CFR Part 182 § 5152-5158	Drug-Free Workplace Subrecipients must comply with drug-free workplace requirements.
Article 23	Davis-Bacon Act 40 USC 3141-3144 and 3146-3148 29 CFR Part 5	Fair Wages Requirement for paying the local prevailing wages on public works projects for laborers and mechanics. Applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair of public buildings or public works.
Article 24	Copeland Anti-Kickback Act 18 USC § 874 40 USC § 3145 29 CFR Part 3	Fair Wages Gives workers on covered federal contracts the right to receive the full pay to which they are entitled for the work they perform. Protects workers on covered contracts from payroll deductions that are not explicitly permitted under DOL's regulations or otherwise approved by DOL.
Article 25	Contract Work Hours and Safety Standards Act 29 CFR Part 5.5(b)	Work Hours and Safety Standards Federal law that covers hours and safety standards in construction contracts. Applies to federal service contracts and federal and federally assisted construction contracts worth over \$100,000 and requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. Also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.
Article 26	Federal Leadership on Reducing Text Messaging while Driving Executive Order 13513	Text Messaging Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives described in Section 3(a) when on official government business or when performing any work for or on behalf of the federal government
Article 27	Whistleblower Protection Enhancement Act Public Law 112-199 10 USC §2324 10 USC §2409 41 USC §4304 and 4310 41 USC § 4712	Whistleblower Protection Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable). Retaliatory personnel action against any employee or applicant because of disclosure of information by that employee or applicant is prohibited.
Article 28	Civil Rights Act of 1964, Title VI	Discrimination: Civil Rights No person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Discrimination: Limited English Proficiency Prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

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Article 29	Civil Rights Act of 1968 Public Law 90-284	Discrimination: Civil Rights Prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex.
Article 30	Age Discrimination Act of 1975 Public Law 94-135	Discrimination: Age Prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 31	Education Amendments of 1972, Equal Opportunity in Education Act, Title IX Public Law 92-318	Discrimination: Sex/Gender Provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.
Article 32	Americans with Disabilities Act of 1990, as amended (ADA), Titles 1, II, and 111, Public Law No. 101-336	Discrimination: Disability Prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 33	Section 504, Rehabilitation Act of 1973 (Handicapped) Public Law 93-112	Discrimination: Handicapped No otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 34	Equal Employment Opportunity Executive Order 11246	Discrimination: Equal Employment Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin during employment.
Article 35	Nondiscrimination in Matters Pertaining to Faith-Based Organizations 6 CFR Part 19	Discrimination: Faith-Based Organizations Ensures the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.
Procurement/Inventory Requirements		
Article 36	Appropriations Act Public Law 103-333 § 507	Procurement: American Products To the extent practicable, all equipment and products purchased with federal funds should be American made.
Article 37	John S. McCain National Defense Authorization Act for Fiscal Year 2019 Public Law 115-232 § 889(b) FEMA Policy #405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services 2 CFR 200.216	Procurement: Prohibited Products Prohibits the procurement of telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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Article 38	Solid Waste Disposal Act 2007 CPG-The EPA Comprehensive Procurement Guideline Program Public Law 89-272 § 6002 Resource Conservation and Recovery Act Public Law 94-580 40 CFR Part 247	Procurement: Recovered and Recycled Materials The Resource Conservation and Recovery Act requires procuring agencies to buy recycled-content products designated by EPA in the CPG. Requirements include procuring items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The government's "buy recycled" program seeks to stimulate the demand for products made with recovered materials. Preference is for purchasing recycled materials where practicable. Materials Use/Environmental Impact The Act encourages the use of materials recovered through recycling, and thereby help to reduce the amount of waste that must be disposed of and associated environmental impacts.
Article 39	Disposition of Equipment Acquired Under the Federal Award 2 CFR 200.313	Equipment/inventory When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment.
Article 40	SAFECOM Guidance for Emergency Communications Grants	Communications Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Environmental Impact/Safety Requirements		
Article 41	Energy Policy and Conservation Act Public Law 94-163	Energy Efficiency Subrecipients must comply with the requirements of this Act, which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 42	National Environmental Policy Act of 1969 (NEPA) Public Law 91-190	Environmental Requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 43	Clean Air Act 42 USC chapter 85	Air Quality Standards A comprehensive federal law that regulates air emissions from stationary and mobile sources. Establishes air quality standards to protect public health and public welfare and to regulate emissions of hazardous air pollutants.
Article 44	Federal Water Pollution Control Act Public Law 92-500	Water Pollution Control Provides for water pollution control activities, regulates discharges of pollutants into the waters of the United States, and regulates quality standards for surface waters.

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Article 45	Hotel and Motel Fire Safety Act of 1990 Public Law 101-391	Fire Prevention Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines.
Article 46	USA PATRIOT Act of 2001 Public Law 107-56	Terrorism Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001. Section 817 expands the biological weapons statute.
Article 47	Terrorist Financing Executive Order 13224	Terrorist Financing Prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance.
Article 48	Trafficking Victims Protection Act of 2000 (TVPA) Public Law 106-386 21 USC 7104	Human Trafficking Subrecipients must comply with the requirements of the government-wide financial assistance award term that prohibits human trafficking and requires reporting of human trafficking.
Article 49	Fly America Act of 1974 Public Law 93-623	Air Travel Subrecipients must comply with preference for US Flag Air Carriers (air carriers holding certificates under 49 USC section 41102) for international air transportation of people and property to the extent that such service is available.
Article 50	Activities Conducted Abroad The 2021 DHS Standard Terms and Conditions	Activities Conducted Abroad Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Program Guidance		
Article 51	FEMA Notice of Funding Opportunity (NOFO) Requirements and AEMA EMPG Program Guidance	Programmatic Guidance Subrecipients must comply with all applicable requirements set forth in the FEMA NOFO and AEMA EMPG Program Guidance, which are incorporated here by reference in these award terms and conditions.

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

MOTION was made by Daryl Sammet and seconded by Jason Black to approve a Long-Term Detention Subsidy contract between Limestone County and the Alabama Department of Youth Services.

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Limestone County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

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WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of County for the period October 1, 2022 through September 30, 2023.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Tennessee Valley Juvenile Detention Center

Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve a License Agreement between the Limestone County Commission and Recovery Services of Dekalb County, Inc. for use of office space which in turn works with the Community Corrections' program.

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STATE OF ALABAMA
COUNTY OF LIMESTONE

LICENSE AGREEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Limestone County Commission, as the governing body of Limestone County, Alabama, hereinafter referred to as "LICENSOR" does hereby grant unto Recovery Services of Dekalb County, Inc., an Alabama not-for-profit corporation, hereinafter referred to as "LICENSEE" on and effective the 1st day of October 2022, the privilege to enter upon that certain real property of LICENSOR located at 503 South Jefferson Street, Athens, Alabama 35611, in Limestone County, Alabama, and specifically within Suite C thereof, hereinafter collectively referred to as the "Premises" subject to the following terms and conditions:

1. LICENSEE shall have the privilege and license to enter upon the Premises and, as needed to access the Premises, the common areas thereof for the purpose of providing assessment, counseling, group meetings, intensive outpatient program (IOP) classes, and other such services in conjunction with and in furtherance of the Limestone County Community Corrections Program.

2. LICENSEE shall agree to pay to LICENSOR a monthly rental payment in the sum of \$1,000.00 payable in advance on the 1st day of October 2022 and on the 1st day of each month thereafter until the 30th day of September 2023.

3. This license hereby granted shall continue for a period of one (1) year, terminating at 4:30 p.m. CST, September 30, 2023 unless terminated as otherwise provided herein.

4. LICENSOR shall have the right to terminate this agreement and the privilege and license herein granted, without cause, upon giving thirty (30) days written notice to LICENSEE.

5. LICENSOR shall have the right to terminate this agreement and the privilege and license herein granted, effective immediately, if LICENSEE uses the Premises, or allows use of the Premises, for any purpose other than as contemplated herein in conjunction with and in furtherance of the Limestone County Community Corrections Program or for any unlawful purpose, up to and including any improper and unlawful use of the Premises by any of LICENSEE'S employees, agents, representatives, vendors, suppliers, or guests.

6. LICENSEE shall be permitted to enter upon the Premises with any and all equipment and supplies it deems necessary for the purposes set forth herein, and LICENSEE agrees to use the property in a lawful manner at all times.

7. It is acknowledged and agreed that LICENSEE'S primary use of the Premises will be during the normal operating hours of the Limestone County Community Corrections Program though LICENSEE shall not be prohibited from using the Premises in conjunction with and in the furtherance of the Limestone County Corrections Program after normal operating hours on nights and weekends. However, prior to any such use of the Premises after such normal operating hours of the Limestone County Community Corrections Program, LICENSEE shall give express notice of the days and times at which the Premises will be so used to the Director of the Limestone County

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2022
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Community Corrections Program and receive the Director's consent to so use the Premises at those times.

8. It is acknowledged and agreed that LICENSEE'S use of the Premises will extend to allow Recovery Organization of Support Specialist (R.O.S.S) to use the premises two nights per week for Peer Support Group meetings and will also allow use of the Premises for Narcotics Anonymous meetings. However, LICENSEE agrees to be responsible for any damages directly caused by R.O.S.S. employees, agents, representatives, vendors, suppliers, participants and guests, and/or resulting from any of their use or misuse of the Premises.

9. At the discretion of LICENSOR, LICENSEE may be provided its own access to the Premises by way of a key or other coded or permitted entry, and LICENSOR reserves the right to revoke any such access at any time for, but in no way limited to, the security and/or maintenance of the Premises or for such other reason as LICENSOR may determine in its sole discretion.

10. LICENSEE agrees to be responsible for any damages directly caused by it and/or its employees, agents, representatives, vendors, suppliers, and guests, and/or resulting from any of their use or misuse of the Premises, and LICENSEE agrees to indemnify and hold LICENSOR harmless therefrom, including any claim for workers compensation benefits that is brought by a covered employee or contractor of LICENSEE against it for such benefits.

11. LICENSEE shall not alter, manipulate, nail or drill into, or otherwise deconstruct any portion of the Premises or its doors, doorways, walls, ceilings, floors, electric and cable outlets, light fixtures, and the like without the express consent of LICENSOR or the Director of the Community Corrections Program, which consent shall not be unreasonably withheld.

12. LICENSEE shall carry and maintain, at its sole cost and expense, commercial general liability, property and premises liability, automobile liability, and workers compensation and employers liability insurance, all of which insurance, to the extent possible, shall name LICENSOR as an additional insured, and which insurance shall not be cancelled without thirty (30) days' notice of cancellation of any such insurance policies to LICENSOR, save circumstances where notice in such time period is not possible and LICENSEE notifies LICENSOR as soon as may otherwise be reasonably possible thereafter. LICENSEE shall provide proof and/or a certificate of such insurance, including with LICENSOR as an additional insured when applicable, to LICENSOR at such times as LICENSOR may reasonably request. LICENSEE shall be solely responsible for any insurance carried on its own personal property, business, employees, and the like, and LICENSOR shall have no obligation to so insure any such property or persons.

13. No amendment, modification or alteration of the terms of this license is binding unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2022
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14. This Agreement and the privilege and license herein granted shall not be assigned by LICENSEE without the express written consent of LICENSOR.

15. The undersigned parties warrant and represent to the other that by signing this Agreement each has full legal power and authority to bind the other to the obligations herein.

16. The parties agree that this Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective on the day first above written.

LICENSOR
Limestone County Commission

LICENSEE
Recovery Services of Dekalb County, Inc.

Collin Daly, Chairman

Signature

By: _____
Print Name

Its: _____

ATTEST

ATTEST

Ellen Morell, County Administrator

Signature

Print Name

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve a contract for animal control services between the Limestone County Commission and Athens-Limestone Animal Shelter (Dr. Robert E. Pitman) from October 1, 2022 through September 30, 2023.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2022
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**STATE OF ALABAMA
COUNTY OF LIMESTONE**

**CONTRACT
ANIMAL CONTROL SERVICES**

This Contract and Agreement made and entered into by and between Limestone County, Alabama, a political subdivision of the State of Alabama, acting by and through the Limestone County Commission, hereinafter referred to as FIRST PARTY, and the Athens-Limestone Animal Shelter (Dr. Robert E. Pitman), hereinafter referred to as SECOND PARTY, and the same witnesseth:

1. This Contract and Agreement shall be for a term of twelve (12) months, commencing effective October 1, 2022 and ending at the close of business on September 30, 2023.
2. If this Contract and Agreement is not otherwise amended, any continuation of the contract terms and obligations shall be on a month-to-month basis.
3. SECOND PARTY shall perform all services necessary or proper to receive, house, and dispose of animals delivered to him for disposal by Limestone County Animal Control, Limestone County Sheriff's Deputies, and residents of Limestone County. All housing and disposal of animals shall be within the requirements of the laws and regulations of the State of Alabama and United States of America. SECOND PARTY shall be solely responsible for all costs and expense of housing and disposal of animals.
4. FIRST PARTY shall pay to SECOND PARTY the sum of Forty-Six Thousand Five Hundred Forty Dollars and 63/100 Cents (\$46,540.63) per month for such services, payable on the first day of each month commencing October 1, 2022.
5. SECOND PARTY is, and shall be, an Independent Contractor, and shall not be an employee of agent of FIRST PARTY. SECOND PARTY shall control the housing and disposal of animals, subject to the terms and conditions herein contained.
6. SECOND PARTY shall at all times be, and remain, licensed with full authority to perform veterinary medicine and veterinary services in Limestone County, with lawful authority to house and dispose of animals.

WITNESS OUR HANDS AND SEAL, at Athens, Alabama, effective as of the day and year first above written.

Collin Daly, Chairman
Limestone County Commission
First Party

Dr. Robert E. Pitman
Athens-Limestone Animal Shelter
Second Party

The Chairman asked if there was any discussion. There was no discussion. The

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Administrator called the roll. Jason Black, aye; Daryl Sammet, aye; Danny Barksdale, nay; and LaDon Townsend, aye. Motion carries 3 to 1.

MOTION was made by Jason Black and seconded by Daryl Sammet to approve the Fiscal Year 22-23 budget, effective October 1, 2022.

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

MOTION was made by Jason Black and seconded by LaDon Townsend to approve the pay scale to reflect a 4% cost of living adjustment, effective October 2, 2022.

Grade/Step	A	B	C	D	E	F	G	H
1	\$10.82	\$11.09	\$11.37	\$11.65	\$11.94	\$12.24	\$12.55	\$12.86
2	\$11.36	\$11.64	\$11.94	\$12.23	\$12.54	\$12.85	\$13.17	\$13.50
3	\$11.93	\$12.23	\$12.53	\$12.85	\$13.17	\$13.50	\$13.84	\$14.18
4	\$12.54	\$12.85	\$13.17	\$13.50	\$13.84	\$14.19	\$14.54	\$14.91
5	\$13.18	\$13.51	\$13.85	\$14.19	\$14.55	\$14.81	\$15.28	\$15.67
6	\$13.84	\$14.19	\$14.54	\$14.90	\$15.28	\$15.66	\$16.05	\$16.45
7	\$14.54	\$14.90	\$15.28	\$15.66	\$16.05	\$16.45	\$16.86	\$17.28
8	\$15.28	\$15.66	\$16.05	\$16.45	\$16.87	\$17.29	\$17.72	\$18.16
9	\$16.05	\$16.45	\$16.86	\$17.28	\$17.72	\$18.16	\$18.61	\$19.08
10	\$16.86	\$17.28	\$17.71	\$18.16	\$18.61	\$19.08	\$19.55	\$20.04
11	\$17.71	\$18.15	\$18.61	\$19.07	\$19.55	\$20.04	\$20.54	\$21.05
12	\$18.62	\$19.09	\$19.56	\$20.05	\$20.55	\$21.07	\$21.59	\$22.13
13	\$19.55	\$20.04	\$20.54	\$21.05	\$21.58	\$22.12	\$22.67	\$23.24
14	\$20.54	\$21.05	\$21.58	\$22.12	\$22.67	\$23.24	\$23.82	\$24.42
15	\$21.59	\$22.13	\$22.68	\$23.25	\$23.83	\$24.43	\$25.04	\$25.66
16	\$22.68	\$23.25	\$23.83	\$24.42	\$25.03	\$25.66	\$26.30	\$26.96
17	\$23.83	\$24.43	\$25.04	\$25.66	\$26.30	\$26.96	\$27.64	\$28.33
18	\$25.03	\$25.66	\$26.30	\$26.95	\$27.63	\$28.32	\$29.03	\$29.75
19	\$26.30	\$26.96	\$27.63	\$28.32	\$29.03	\$29.76	\$30.50	\$31.26
20	\$27.63	\$28.32	\$29.03	\$29.75	\$30.50	\$31.26	\$32.04	\$32.84
21	\$30.50	\$31.26	\$32.04	\$32.85	\$33.67	\$34.51	\$35.37	\$36.25
22	\$33.66	\$34.50	\$35.36	\$36.25	\$37.15	\$38.08	\$39.04	\$40.01
23	\$37.16	\$38.09	\$39.04	\$40.02	\$41.02	\$42.04	\$43.09	\$44.17
24	\$41.02	\$42.05	\$43.10	\$44.17	\$45.28	\$46.41	\$47.57	\$48.76
25	\$45.28	\$46.41	\$47.57	\$48.76	\$49.98	\$51.23	\$52.51	\$53.82
26	\$49.97	\$51.22	\$52.50	\$53.81	\$55.16	\$56.54	\$56.54	\$57.95

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2022
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Grade/Step	I	J	K	L	M	N	O	P
1	\$13.18	\$13.51	\$13.85	\$14.20	\$14.55	\$14.92	\$15.29	\$15.67
2	\$13.84	\$14.19	\$14.54	\$14.91	\$15.28	\$15.66	\$16.05	\$16.45
3	\$14.54	\$14.90	\$15.27	\$15.65	\$16.04	\$16.45	\$16.86	\$17.28
4	\$15.28	\$15.66	\$16.05	\$16.45	\$16.86	\$17.29	\$17.72	\$18.16
5	\$16.06	\$16.46	\$16.87	\$17.29	\$17.73	\$18.17	\$18.62	\$19.09
6	\$16.86	\$17.28	\$17.72	\$18.16	\$18.61	\$19.08	\$19.56	\$20.04
7	\$17.72	\$18.16	\$18.61	\$19.08	\$19.55	\$20.04	\$20.51	\$21.06
8	\$18.62	\$19.08	\$19.56	\$20.05	\$20.55	\$21.06	\$21.59	\$22.13
9	\$19.56	\$20.04	\$20.55	\$21.06	\$21.59	\$22.13	\$22.68	\$23.25
10	\$20.54	\$21.06	\$21.58	\$22.12	\$22.67	\$23.24	\$23.82	\$24.42
11	\$21.58	\$22.12	\$22.67	\$23.24	\$23.82	\$24.41	\$25.02	\$25.65
12	\$22.69	\$23.25	\$23.84	\$24.43	\$25.04	\$25.67	\$26.31	\$26.97
13	\$23.82	\$24.42	\$25.03	\$25.65	\$26.29	\$26.95	\$27.62	\$28.31
14	\$25.03	\$25.65	\$26.29	\$26.95	\$27.62	\$28.31	\$29.02	\$29.75
15	\$26.31	\$26.96	\$27.64	\$28.33	\$29.04	\$29.76	\$30.51	\$31.27
16	\$27.63	\$28.32	\$29.03	\$29.76	\$30.50	\$31.26	\$32.05	\$32.85
17	\$29.03	\$29.76	\$30.50	\$31.27	\$32.05	\$32.85	\$33.67	\$34.51
18	\$30.50	\$31.26	\$32.04	\$32.84	\$33.66	\$34.50	\$35.37	\$36.25
19	\$32.04	\$32.85	\$33.67	\$34.51	\$35.37	\$36.25	\$37.16	\$38.09
20	\$33.66	\$34.51	\$35.37	\$36.25	\$37.16	\$38.09	\$39.04	\$40.02
21	\$37.16	\$38.09	\$39.04	\$40.02	\$41.02	\$42.04	\$43.10	\$44.17
22	\$41.01	\$42.04	\$43.09	\$44.16	\$45.27	\$46.40	\$47.56	\$48.75
23	\$45.28	\$46.41	\$47.57	\$48.76	\$49.98	\$51.23	\$52.51	\$53.82
24	\$49.98	\$51.23	\$52.51	\$53.82	\$55.17	\$56.55	\$57.96	\$59.41
25	\$55.17	\$56.55	\$57.96	\$59.41	\$60.90	\$62.42	\$63.98	\$65.58
26	\$60.88	\$62.41	\$63.97	\$65.56	\$67.20	\$68.88	\$70.61	\$72.37

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2022
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Grade/Step	Q	R	S	T	U	V
1	\$16.06	\$16.46	\$16.88	\$17.30	\$17.73	\$18.17
2	\$16.86	\$17.29	\$17.72	\$18.16	\$18.61	\$19.08
3	\$17.71	\$18.15	\$18.61	\$19.07	\$19.55	\$20.04
4	\$18.62	\$19.08	\$19.56	\$20.05	\$20.55	\$21.06
5	\$19.57	\$20.05	\$20.56	\$21.07	\$21.60	\$22.14
6	\$20.55	\$21.06	\$21.59	\$22.13	\$22.68	\$23.25
7	\$21.58	\$22.12	\$22.68	\$23.24	\$23.83	\$24.42
8	\$22.68	\$23.25	\$23.83	\$24.43	\$25.04	\$25.66
9	\$23.83	\$24.42	\$25.03	\$25.66	\$26.30	\$26.96
10	\$25.03	\$25.65	\$26.30	\$26.95	\$27.63	\$28.32
11	\$26.29	\$26.95	\$27.62	\$28.31	\$29.02	\$29.75
12	\$27.64	\$28.33	\$29.04	\$29.77	\$30.51	\$31.27
13	\$29.02	\$29.75	\$30.49	\$31.25	\$32.03	\$32.84
14	\$30.49	\$31.25	\$32.04	\$32.84	\$33.66	\$34.50
15	\$32.05	\$32.85	\$33.67	\$34.51	\$35.38	\$36.26
16	\$33.67	\$34.51	\$35.37	\$36.26	\$37.16	\$38.09
17	\$35.38	\$36.26	\$37.17	\$38.10	\$39.04	\$40.02
18	\$37.16	\$38.09	\$39.04	\$40.01	\$41.01	\$42.04
19	\$39.04	\$40.02	\$41.02	\$42.04	\$43.10	\$44.17
20	\$41.02	\$42.04	\$43.09	\$44.17	\$45.27	\$46.41
21	\$45.28	\$46.41	\$47.57	\$48.76	\$49.98	\$51.23
22	\$49.97	\$51.22	\$52.50	\$53.81	\$55.16	\$56.53
23	\$55.16	\$56.54	\$57.96	\$59.41	\$60.89	\$62.41
24	\$60.89	\$62.42	\$63.98	\$65.58	\$67.22	\$68.90
25	\$67.22	\$68.90	\$70.62	\$72.39	\$74.20	\$76.05
26	\$74.18	\$76.04	\$77.94	\$79.88	\$81.88	\$83.93

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

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to approve to hire Hillary Riggins as the Human Resource Specialist, effective October 3, 2022.

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve to hire Andrew Dill as the County Attorney, effective October 3, 2022.

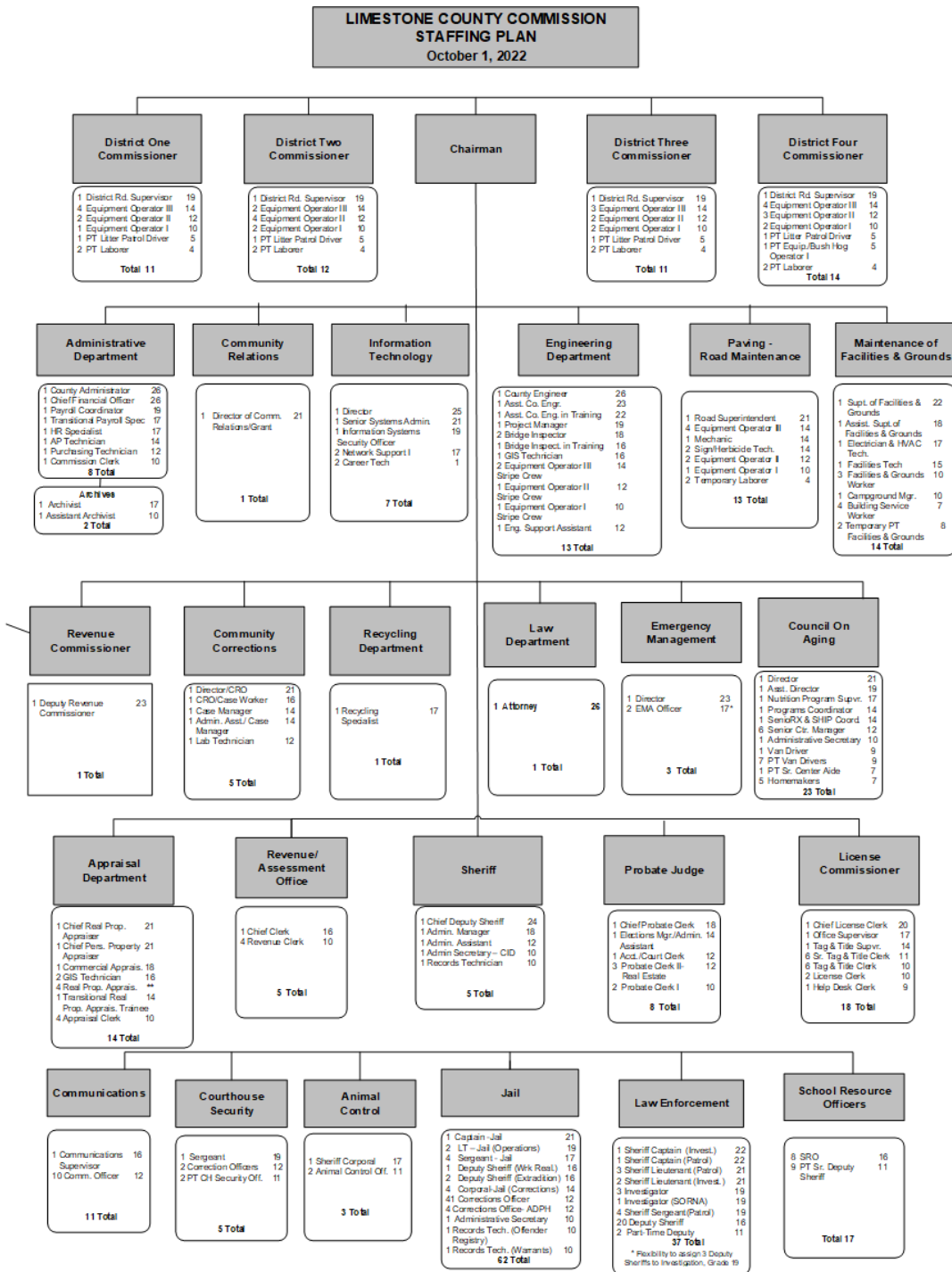
MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2022
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Daryl Sammet, aye; Jason Black, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to approve the Staffing Plan, effective October 1, 2022.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2022

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***EMA Officer**

10 years' experience & required certifications: 19

****Real Property Appraiser**

Trainee: 14; 18 months' experience: 17; State certified: 18

Under "Law Enforcement", "4 Corrections Officer – ADPH" are paid through an ADPH grant which will go through July 31, 2024.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2022
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Daryl Sammet, aye; Danny Barksdale, aye; and Jason Black, aye. Motion carries unanimously.

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

Name	Position	Effective Date
Angela Maples	Real Property Appraiser	10/6/22
Eddie Gilbert	Director	10/10/22
Steve Usery	Electrician & HVAC Technician	10/2/22
Trenton Simon	EMA Officer	10/4/22

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Marberry Subdivision	Minor	Preliminary & Final	2 Lots	1	North west corner of the intersection of AL Hwy 251 & Shelton Rd East
Tanner Quarterback Club Subdivision	Minor	Preliminary & Final	1 Lot	3	175' east of the intersection of Hsv. Brownsferry Rd & Stewart Rd
Buck Island Road Subdivision	Minor	Preliminary & Final	2 Lots	4	South side of AL Hwy 99 just east of Flanagan Rd
Lucas Landing	Minor	Preliminary & Final	7 Lot	3	West side of Lucas Ferry Rd
Adelia Subdivision	Minor	Preliminary & Final	20 Lot	4	Southwest corner of the intersection with Quinn Rd & Zehner Rd
Brownsferry Village Subdivision Phase 1	Major	Preliminary	70 Lots	2	Gray Road at the end of Henry Clay Drive
Natures Trail Phase 3	Major	Final	161 Lots	3	north side of Powell Rd Approx. 1-mile west of Burgreen Rd
Ricketts Farm, Phase 3	Major	Final	61 Lots	2	Jones Rd approx. 1/8 mile north of Pepper Rd

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

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

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2022
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sell the following on GovDeals:

Department	Item	Inventory #	Serial #
Recycling	2011 Ford F-350 Super Duty	N/A	1FT8W3C61BEB90948
Recycling	Ford F-250 XL Super Duty	19067	1FTSX21508EB94120

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

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to remove the following from inventory

Department	Item	Serial #
Revenue	Bell & Howell Microfiche	404981
Appraisal	Minolta Microfiche Reader	n/a

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

Commissioner Barksdale stated, "I would like to see us take up some type of planning in relation to our growth. I think we need to determine where we are going to be in five years and take some action to be ahead of the game."

Commissioner Townsend thanked Terry Acuff for everything he did with the Chapman Hollow grant project and Emily for all her hard work with the budget. Commissioner Townsend stated, "She does a lot of work that no one sees, and she does a really good job." He also thanked department heads and commissioners for their contribution to the budget.

Chairman Daly recognized the Elkins family and their loss of their daughter 15 years ago to meningitis. Chairman Daly stated, "Her father, Talbot, and her brother-in-law, Hunter, work with us, so please remember that family." The Chairman thanked the department heads and Emily for the hard work with preparing the budget, Terry Acuff for his help with grant projects, Ethan Woodruff for speaking, and Attorney Dill for his assistance.

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Adjourned at 10:15 a.m. until 9:00 a.m. on Monday, October 3, 2022, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.