

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
COMMISSION MEETING**

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

Present: Daryl Sammet, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Ben Harrison and seconded by Daryl Sammet to approve the minutes of September 8, 2020.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye, Daryl Sammet, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Jason Black to approve the following claims

	Check # 58601 – 58664	Void
9/04/20	Check # 58665 – 58728	\$304,209.86
9/11/20	Check # 58729 – 58789	\$628,778.46
9/11/20	Check # 58790	\$ 576.92
9/11/20	Check # 58791	\$ 15,399.00
9/15/20	Check # 58792 – 58793	\$ 650.65
9/17/20	Check # 58794	<u>\$ 9,391.00</u>
	TOTAL	\$959,005.89

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

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

Commissioner Harrison said, "On the tax abatement agreements Mr. Weatherford rents land from me, so I will recuse myself to avoid any appearance of conflict of interest."

**MOTION** was made by Jason Black and seconded by Ben Harrison to authorize the Chairman to execute the following Resolution to designate the Athens Senior Center at 912 West Pryor Street as a temporary courthouse annex to accommodate judicial duties and court proceedings.

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**RESOLUTION**

**WHEREAS**, the Limestone County Commission is the governing body of Limestone County, Alabama (the “County”) and wishes to designate additional space as a temporary county courthouse annex; and,

**WHEREAS**, Alabama law provides that county commissions may locate county offices, including courthouses, to property outside the courthouse, provided the building is designated as a courthouse annex by order of the county commission at a regular meeting; and,

**WHEREAS**, the County Commission wishes to designate the property located at 912 West Pryor Street, Athens, Alabama, 35611 (“Athens Senior Center”), as a temporary courthouse annex to accommodate judicial duties and court proceedings pursuant to, but not limited to, Alabama Code Sections such as 11-3-11 and 11-14-12; and,

**WHEREAS**, the Commission wishes to permit any duly appointed judge performing judicial duties in Limestone County to conduct any and all court business as needed at the above-listed courthouse annex as if such business were being conducted in the Limestone County Courthouse located at 200 West Washington Street, Athens, Alabama, 35611; and,

**WHEREAS**, upon motion having been duly made by Commissioner Black, and seconded by Commissioner Harrison, with discussion having been had thereon and a vote having been taken, upon which vote said motion carried by the vote of 4 to 0;

**IT IS HEREBY RESOLVED** by the Limestone County Commission as follows:

1. Athens Senior Center, which is located at 912 West Pryor Street, Athens, Alabama, 35611, is hereby designated as a courthouse annex;
2. Duly appointed judges performing their duties in Limestone County may conduct any and all court business at the Athens Senior Center as if it were being conducted at the Limestone County Courthouse located at 200 West Washington Street, Athens, Alabama, 35611;
3. This resolution shall take effect on the date it is approved and adopted and shall remain in effect until further notice.

**ADOPTED AND APPROVED** this 21<sup>st</sup> day of September, 2020.

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

**ATTEST:**

\_\_\_\_\_  
**Pam Carter, County Clerk/Administrator**

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Daryl Sammet, aye; and Steve Turner, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by Steve Turner to approve the following leases at the Sheriff's Office - annual rent of \$1.00 each:

- 2020 Chevrolet Traverse, VIN # 1GNFRGKWX1J271465
- 2020 Chevrolet Traverse, VIN # 1GNERFKW0LJ266138

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Steve Turner, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute a contract with the Alabama Department of Youth Services Long Term Detention Subsidy to provide one detention bed for use of the juvenile court at the Tennessee Valley Juvenile Detention Facility, beginning October 1, 2020 through September 30, 2021; without cost to the county.

**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")

**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 Limestone County for the period October 1, 2020 through September 30, 2021.
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 Youth Services, Tusculumbia

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\_\_\_\_\_  
Chairman, County Commission

**ALABAMA DEPARTMENT OF YOUTH SERVICES**

\_\_\_\_\_  
Steve P. Lafreniere  
Executive Director

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

The Chairman asked if there was any discussion. Commissioner Harrison asked if the county also purchased one additional bed. The Chairman replied yes. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Daryl Sammet to authorize the Chairman to execute the revised Preliminary Engineering and Construction Agreement with ALDOT for widening, striping, signage and safety improvements to Easter Ferry Road on a curve north of Sulphur Creek.

- Preliminary Engineering Agreement for ALDOT Project #HIAP-4219(250), originally approved on 12/17/2018.

Estimated Cost:  
Federal HSIP     \$ 20,500.00  
County Funds     \$ 2,277.78  
TOTAL (Incl Indirect Cost)     \$ 22,777.78

- Construction Agreement for ALDOT Project #HRRR-4220(250), originally approved on 08/17/2020.

Estimated Cost:  
HRRR Funds     \$ 220,071.60  
County Funds     \$ 24,452.40  
TOTAL (Incl CE&I & Indirect Cost) \$ 244,524.00

The Chairman asked if there was any discussion. Commissioner Harrison stated construction would probably be around the December/January time frame. The Administrator called the roll. Ben Harrison, aye; Daryl Sammet, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to authorize the Chairman to execute the following Agreement with the City of Athens effective October 1, 2020 until September 30, 2023 for housing & services to be provided for City prisoners at the Limestone County Jail.

**STATE OF ALABAMA  
COUNTY OF LIMESTONE**

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**AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_ day of September, 2020 by and between the City of Athens, Alabama, a municipal corporation (“City”), the Limestone County Commission (“County”) and by the Sheriff of Limestone County (“Sheriff”).

In consideration of the covenants and promises recited herein, the City, County and Sheriff agree as follows:

**1. DEFINITIONS.**

A. CITY PRISONER - means any prisoner of the City, whether an adult or juvenile, to be housed at the County Jail at the request of the City, said prisoner:

(1) not having been charged with a felony or arrested on a child support matter;

(2) either being charged with or convicted of a misdemeanor or non-felony traffic offense, or a probation violation with the underlying charge being either a misdemeanor or a non-felony traffic offense, said offenses being under the jurisdiction of the City of Athens; and

(3) not being arrested or incarcerated on a Limestone County misdemeanor warrant, felony warrant, probation revocation warrant, bond revocation warrant, or alias warrant.

B. COUNTY JAIL - the Limestone County Detention Facility located at 101 West Elm Street, Athens, Alabama; in the event the Limestone County Detention Facility is housing prisoners in excess of the number it was designed to house, or is, for whatever reason, deemed to be inappropriate for housing any prisoner, then city prisoners may be housed in any facility in Limestone County owned, controlled, or operated by the County or Sheriff as a jail for the incarceration, commitment, or safekeeping of prisoners and other such persons as maybe committed or confined thereto by authority of law.

C. RESIDENT DAY - each calendar day during which a City prisoner is housed in the facility.

D. CITY CUSTODY - a city prisoner is in City Custody upon his arrest by the City of Athens until he is housed in the Limestone County Jail and during those times which the City of Athens is transporting the city prisoner pursuant to the terms of this agreement.

E. COUNTY CUSTODY - a city prisoner is in County Custody upon being housed in the Limestone County Jail, except for those times which he is being transported by the City of Athens pursuant to the terms of this agreement.

F. HOUSED -

(1) ADULT - any adult City prisoner is housed in the Limestone County

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Jail as of the time he is booked in until either the time he makes bond or the time he is released due to serving the end of his sentence.

(2) JUVENILE - any juvenile City prisoner is considered "housed" in the County Jail from the time he is booked in until either he is released to an adult who is willing and able to provide supervision or is transported to Tennessee Valley Youth Detention Center. Any subsequent transportation of a juvenile City prisoner shall be provided by the City. A juvenile City prisoner shall not be housed at the County Jail for any continuous period longer than 6 hours.

**2. PURPOSE.**

The purpose of this Agreement shall be for the County and Sheriff to provide space and services at the County Jail to the City specifically for the housing of City prisoners at the County Jail.

**3. TERM.**

This Agreement shall be for a term of three (3) years from its effective date.

**4. EFFECTIVE DATE.**

This Agreement shall take effect on the 1<sup>st</sup> day of October, 2020, and shall continue in full force and effect through the 30<sup>th</sup> day of September, 2023.

**5. RENEWAL.**

This Agreement shall be renewed upon agreement of the City, County, and Sheriff.

**6. TERMINATION.**

This Agreement may be terminated upon any of the following:

A. In the event of a material breach by either party, the non-breaching party may terminate this Agreement upon giving thirty (30) days written notice of the breach to the other party together with that party's intent to terminate the Agreement.

B. Upon either party giving one hundred and eighty (180) days written notice to the other party of that party's intent to terminate the Agreement.

C. By mutual agreement of the parties upon such terms and conditions as may be set forth in writing.

D. In addition to the foregoing, this Agreement shall be subject to termination if same is determined, in whole or in part, to violate or no longer be permissible under any law, rule or regulation of the State of Alabama or any agency thereof, or to be, in whole or in part, beyond or outside the authority of any party to make this Agreement.

**7. CONTROL OF THE COUNTY JAIL.**

The Sheriff shall have the legal custody and charge of the County Jail and all prisoners committed thereto, except as may be otherwise provided by law, as set forth in §14-6-1 of the Code of Alabama, 1975, as amended.

**8. TRANSPORTING OF CITY PRISONER.**

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All City prisoners to be housed at the County Jail shall be transported to and from the County Jail by the City. It shall be the responsibility of the City to see that all warrants and other such pertinent paperwork of City prisoners necessary for the housing of the City prisoner at the County Jail are retrieved and transported with each City prisoner to be housed in the County Jail, whether before or after conviction. No City prisoner will be accepted without proper paperwork.

**9. CONDITIONS FOR ACCEPTANCE OF CITY PRISONER.**

Except as otherwise may be provided by law or Court order, no City prisoner will be accepted by the Sheriff for incarceration or safekeeping if seriously ill, visibly wounded, known by the arresting officer or transporting officer to have been injured, or has a blood alcohol content level of 0.30% or greater.

Except as otherwise may be provided by law or Court order, no City prisoner will be accepted by the Sheriff for incarceration or safekeeping if the nurse on staff at the County Jail determines that the prisoner is seriously ill, visibly wounded, or is known by the arresting officer or transporting officer to have been injured to the extent that said City prisoner needs immediate emergency care. No City prisoner will be accepted with a blood alcohol content percentage of 0.30 or greater.

In the event immediate emergency care is required, the City shall transport the City Prisoner to the appropriate health care provider for treatment, and the County Jail shall accept said City Prisoner upon his release from the medical provider. In the event a nurse is not available at the County Jail upon the arrival of a City Prisoner, a member of the Sheriff's Department with authority to make such a medical determination shall determine whether immediate emergency care is necessary.

**10. COUNTY JAIL RULES AND REGULATIONS.**

City prisoners shall be subject to the same rules and regulations of the County Jail and shall be treated by the Sheriff in the same manner as other prisoners in the County Jail, except as otherwise may be provided by law. All compensation of good time will be the same as County prisoners.

**11. EQUAL TREATMENT.**

City prisoners shall be permitted to participate in all programs and activities permitted to other prisoners in the County Jail, in accordance with appropriate classification, and as may be allowed by law, including, but not limited to, any Work Release Program of the County or Sheriff as same may be allowed by the City's Municipal Court.

**12. RECORDS.**

All booking information will be entered and retained on the Sheriff's Office computer database system, or other such system has may be used for record storage and information retrieval. The City shall have reasonable access to records relating to City prisoners and may obtain copies of the records relating to City prisoners as same may be provided by law.

**13. MUNICIPAL BONDS AND MUNICIPAL HEARINGS.**

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All City prisoners shall follow the same bond procedures as County prisoners. The Chief of Police may approve bonds and release of City prisoners. The City will be responsible for providing the Sheriff's Department with Municipal Bonds. The City will provide the County Jail Administrator with a municipal court docket no later than 72 hours prior to the court appearance. The City will be responsible for insuring that a magistrate is on call for all 48 and 72 hour hearings. The City will also have a magistrate conduct 12-hour hearings for City prisoners charged with domestic violence. All City officers will be available for all probable cause hearings. The City must provide a case disposition of all charges of all City prisoners in a timely manner.

**14. HEALTH CARE AND MEDICAL EXPENSES.**

The City prisoners will be covered by the Health Services Contract for which health services are provided to inmates in the custody and control of the County Jail, per the terms and conditions set forth in said contract for professional medical, dental, and health care services, including covered and uncovered expenses. Any uncovered expenses that would otherwise be charged directly to the County or Sheriff for health care services to be provided County prisoners, shall likewise be charged directly to the City for health care services, including without limitation charges for medication or off-site medical services. The City shall be responsible for all medication charges associated with City prisoners and shall be billed directly for such cost.

The County's contracted medical staff will refer all sick City prisoners that need outside medical attention to the same medical facilities and medical professionals used by the County Jail. Should any City prisoner need nonemergency, outside medical attention, the Sheriff shall notify the City as soon as may be practicable and the City shall be responsible for the transporting of all City prisoners to and from the outside medical provider, such as, without limitation, to a doctor, dentist, hospital, psychiatrist, mental health facility, or other like medical appointment. The City shall be responsible for any security and/or supervision, which is necessary or otherwise, required during the City prisoner's medical treatment. Emergency medical treatment required by a City prisoner shall be secured by the staff of the County Jail in accordance with the policies and procedures that is followed when a County inmate requires emergency medical treatment. Upon securing emergency medical treatment for a City prisoner, the County Jail shall notify the City immediately so that the City can provide any required security or supervision, and any subsequent transportation.

**15. HEALTH SERVICES CONTRACT FOR THE COUNTY JAIL**

By entering into this Agreement, the City acknowledges that it willfully enters into this Agreement for the providing of health care services to City prisoners housed at the County Jail. The City expressly agrees to be subject to the terms of the Health Care Services Contract for the County Jail, that may now or hereafter exist, to the extent that the City shall be responsible for the payment of any uncovered health care services and medication charges of City prisoners in like manner as the County or Sheriff is responsible for the payment of any uncovered expenses for health care services and medication charges incurred for County prisoners.

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The County and Sheriff hereby acknowledge that they have provided the City with a copy of the current Health Services Contract for the Limestone County Jail, or that they have given the City the opportunity to read and obtain a copy of same. The County agrees to notify the City of any amendment, addendum, termination or renewal of the said Health Services Contract as soon as may be practicable thereafter.

**16. SECURITY.**

The City shall be responsible for the security of prisoners transported to or from the County Jail by the City's authorized officers.

**17. COMPENSATION.**

A. HOUSING. For housing and services to be provided City prisoners at the County Jail under this Agreement, the City shall pay to the Sheriff the sum of \$43.00 per City prisoner per resident day.

B. FOOD AND FEEDING. For food and meals to be provided City prisoners at the County Jail under this Agreement, the City shall pay to Sheriff \$4.00 per City prisoner per resident day for the feeding of City prisoners.

**18. BILLING.**

The Sheriff shall provide City a monthly report listing the names of each person booked and released and the dates thereof and the official number count of City prisoners each day. A bill for housing and feeding of said prisoners will be sent to the City on or before the 5<sup>th</sup> day of the following month. The City agrees to pay said bill in full on or before the 15<sup>th</sup> day of each month the bill was received. Checks shall be made payable to the Sheriff's Office clearing account. From said clearing account, the Sheriff's Office will make payment to the County Commission for housing and forward a copy of the invoice charged to the City along with the check for payment before the last day of each month.

**19. DISPUTES.**

If the City disputes the billed amount to be paid to the County, then the City, on or before the date the invoice is payable, shall advise Sheriff and County, in writing, of the basis for the dispute.

**20. PRIORITY**

The City shall have priority of housing City prisoners at the County Jail over any extra-jurisdictional prisoners to be housed at the County Jail with respect to the housing capacity to the extent said priority is permitted by law and is not otherwise determined to violate or no longer be permissible under any law, rule or regulation of the State of Alabama or any agency thereof, be in violation of any court order, or to be, in whole or in part, beyond or outside the authority of any party to make this Agreement.

**21. NON-WAIVER**

Nothing contained in this Agreement shall be construed in any way to waive, limit, abrogate or compromise immunities of any type or any other protections provided by the Constitution of the State of Alabama or the United States, the common law, or federal and state statutes, including any limitation on the amount of damages potentially recovered against a party.

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**22. NOTICE.**

Any notice, correspondence, billing or communication otherwise required to be made in writing upon one party by another under this Agreement shall be deemed to have been duly given if delivered personally in hand or sent by US Mail, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the party(s):

City of Athens  
ATTN: City Clerk  
200 West Hobbs Street  
Athens, Alabama 35611

Limestone County Commission  
ATTN: County Administrator  
200 West Washington Street  
Athens, Alabama 35611

Limestone County Sheriff's Office  
ATTN: Sheriff  
101 West Elm Street  
Athens, Alabama 35611

**IN WITNESS WHEREOF**, the City of Athens has caused this Agreement to be executed by its Mayor, the Limestone County Commission has caused the Agreement to be executed by its Chairman, and the undersigned Sheriff has executed this Agreement in his capacity as Sheriff of Limestone County, all as of the date first indicated above.

CITY OF ATHENS, ALABAMA

By: \_\_\_\_\_  
Mayor

LIMESTONE COUNTY COMMISSION

By: \_\_\_\_\_  
Chairman

LIMESTONE COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Sheriff

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Daryl Sammet, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

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**MOTION** was made by Steve Turner and seconded by Jason Black to authorize the Chairman to execute the following Agreement with Tracking Solutions for electronic monitoring services (ankle monitoring) for juveniles referred by the Limestone Juvenile Court beginning October 1, 2020 and ending September 30, 2021, funded by an Alabama Department of Youth Services grant.

**AGREEMENT FOR ELECTRONIC MONITORING SERVICES  
Between Tracking Solutions and Limestone County Commission**

This Agreement, **effective as of October 1, 2020** (“the effective date”), is between **Tracking Solutions**, a sole proprietorship (“Company”), having an office at 239 Veteran’s Pkwy, Suite F1, Murfreesboro, TN 37128 and **Limestone County Commission** (“Customer”), a government agency, having an office at 310 W. Washington St, Athens, AL 35611.

**WHEREAS**, Customer desires to have the ability to electronically monitor certain individuals using electronic monitoring equipment that is worn/used by each of those individuals and which communicates with a monitoring center.

**WHEREAS**, Company agrees to fulfill the Customer’s desires as set forth above by providing equipment and/or services and certain limited use rights.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the receipt of other goods and valuable consideration, the parties agree as follows:

**1. Scope of Work:** Company will provide Customer electronic monitoring equipment. Customer will receive and process

alarms in the manner that best suits the needs of the Customer. Company shall facilitate initial and on-going training as well as provide equipment as needed.

**2. Agreement Term and Renewal:** This Agreement shall begin on the Effective Date for a one (1) year term as provided herein (“Initial Term”), ending September 30, 2021. Following the Initial Term, this Agreement, its terms and conditions, and authorized amendments, will renew automatically for succeeding periods of one (1) year each on the anniversary of the Effective Date. However, either party may terminate this Agreement at any time with or without cause by providing at least ninety (90) days written notice of termination to the other party. Customer shall pay Company for the equipment and/or services provided as set forth in the Attached Exhibit for the period prior to and after such termination notice and until such time as the equipment is returned to Company.

**3. Customer Obligations:**

**3.1 General:** Customer understands agrees and acknowledges that during the Term it shall (a) retain complete authority and responsibility for the selection, management and administration of individuals who participate in electronic monitoring, (b) identify and make available Customer staff and/or equipment in order to use and access the Monitoring Services, (c) perform or oversee orientation, installation and de-installation of equipment, (d) establish alert notification protocols and parameters that best meet the needs of Customer, offenders, courts and public safety, (e) establish an alert responsibility protocol for personnel to handle equipment alarms (f) seek assistance or training as needed so that Customer is proficient at using electronic monitoring equipment and software and, (g) ensure that Customer contact information is up to date at all times so that equipment alarms are sent to the correct location.

**3.2 Computers/Phones:** Customer shall provide its own computer hardware and internet access that meets manufacturer’s minimum requirements for access to the monitoring service. Customer is responsible for providing computer and/or phone access to receive alarms per the alarm protocol chosen by Customer.

**3.3 Payment:** Customer shall pay for services herein within thirty (30) days of Company’s invoice, to be issued at the end of each calendar month. Any invoices not paid within thirty (30) calendar days may be deemed a “Late Payment Breach” of this Agreement. Company shall notify Customer in

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writing (with email and fax also being allowable as in writing) of any Late Payment Breach and Customer shall have ten (10) calendar days to cure (“late Payment Cure Period”). If the Late Payment Breach is not cured within the Late Payment Cure Period, Company shall have the absolute right to immediately deactivate any products and services pursuant to this Agreement and make any attempts necessary to collect monies due, Company’s attorney’s fees and 1 V> percent interest per month in which the payment is overdue. Customer agrees to be responsible for taxes, if any, relating to this Agreement

**3.4 Equipment:** Customer is responsible for any and all loss or damage to, or theft of, the equipment. Damage is defined as any and all damage to the casings, straps, covers, etc. Damage includes cosmetic damage to equipment up to and including damage that renders the equipment inoperable. If the equipment is damaged, lost or stolen while in Customer’s possession, Customer agrees to pay Company the full cost to repair or replace such equipment based on the rates set forth by the manufacturer at the time of repair/replacement. Any decision to repair or replace equipment shall be made by Company at Company’s sole discretion. Customer has the option in Addendum A to select insurance to help offset the cost of lost, stolen or damaged equipment. If Customer doesn’t select any option in the insurance section, Company will assume Customer declines the insurance. The cost for repair or replacement is set by the manufacturer and is subject to change.

**3.5 Invoices:** Customer will receive a detailed invoice monthly. Customer shall notify Company of any discrepancies. If Company is not notified within sixty (60) days of any discrepancies, the invoice will be considered complete and accurate.

**4. Company Obligations:**

**4.1 Equipment:** At the time of initial training, Company will supply to Customer an installation kit for equipment which includes parts necessary to utilize equipment.

**4.2 Accessories:** Accessories are items that are needed to use the devices such as straps, cosmetic caps, mouth pieces, chargers, etc. An initial accessories supply is given to the Customer. Thereafter, the Customer is responsible for replacing any accessories as needed. Pricing for accessories is set by the manufacturer and is subject to change. Accessories that are found to be defective will be replaced at no cost to the Customer.

**4.3 Shipping:** Equipment will be shipped from Company to Customer via standard shipping at no cost to the Customer. Overnight shipping at the Customer’s request will be billed to Customer. Return shipping will be at Customer’s expense and choice of shipping method, unless the equipment is returned for technical reasons. If returned for this reason, Company will provide Customer a pre-paid shipping label upon notice by Customer.

**4.4 Training:** Company will provide Customer reasonably necessary training for personnel who shall be monitoring individuals so that personnel may properly use the user interface for monitoring individuals. Training may be in via person or webinar, depending upon the initial quantity of individuals to be monitored. Customer access to the software shall be generally limited to password controlled internet access and no software will be delivered to Customer.

**4.5 Customer Support:** Company shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to the equipment, monitoring services and overall operation of the monitoring system. Customer support shall include answering Customer questions, technical support, equipment information, and software assistance. Customer support will be provided from Company as well as the equipment manufacturer.

**4.6 Pricing:** See Attachment A

**5. Breach and Non-payment Termination:** Unless otherwise noted herein, in the event a breach of this Agreement occurs by Customer for any reason, then Company shall notify Customer who shall then have ten (10) business days to cure said breach. In the event of a failure to cure, Company, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement upon seventy-two (72) hours notice. The occurrence of any of the following events shall constitute a breach under this Agreement: (i) either Party fails to comply with any other term, condition or covenant

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contained in this Agreement and does not cure that failure as specified herein; (ii) a petition in bankruptcy is filed by or against either Party or a receiver or trustee of any property of either Party is appointed, (iii) either Party is dissolved, liquidated, or terminated, or either Party ceases its ongoing business operations, sales activity or support services, without prior written consent of the other Party, (iv) any act or omission of either Party, which adversely effects the reputation of the other; (v) the passage of any legislation which would impair or jeopardize the ability of Company to maintain Company's proprietary rights in its intellectual property for the products and services covered by this Agreement.

**6. Nondisclosure:** The parties hereto agree to protect all confidential proprietary information provided by one party to the other, and not to publish or disclose the other party's information to any third party without the other's written permission. The term proprietary information means confidential materials, documents, data and other information which Company or Customer has designated or marked as proprietary and confidential. Neither Company nor Customer will be required to protect proprietary information that is or becomes publicly available (other than as a result of a breach of this Agreement), is independently developed by such party outside the scope of this Agreement, or is rightfully obtained from third parties.

**7. Warranty and Indemnity:** Company is leasing the equipment to Customer "as-is". Company agrees to transfer to Customer as necessary and to the extent permitted by law or applicable contracts, any warranties made to Company by a manufacturer or vendor of the equipment to the extent permitted by law or applicable contracts. Customer agrees that, regardless of cause, Customer shall not assert any claim whatsoever against Company for any and all direct, special or indirect damages, without limitation, which may result from use of equipment, monitoring and other services or any obligation of Company under this Agreement. Customer understands that Company and the manufacturer(s) of the equipment are separate, independent companies, and that neither a manufacturer nor any vendor of the equipment is Company's agent, partner or joint venture. Customer agrees that no representation, guaranty, or warranty by a manufacturer or any vendor of the equipment is binding on Company, and no breach by a manufacturer or any such vendor shall excuse Customer obligations hereunder.

Notwithstanding anything to the contrary in this Agreement, Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, THE EQUIPMENT, THE USER INTERFACE OR THE MONITORING SERVICE. Company is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access, the user interface, the failure to follow any instructions or abide by any policies related thereto or to the monitoring service, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of the equipment, user interface or monitoring service to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Company. Customer's sole remedy against Company for any failure whatsoever relating in any way to the use of equipment, monitoring and other services all be limited to the replacement of equipment, if applicable; provided that any such failure of equipment, monitoring and other services was not caused by any act or omission on part of Customer. Notwithstanding anything to the contrary in this Agreement, Company shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Company's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes.

To the extent permitted by federal and state law, Customer shall indemnify and hold harmless Company for matters that involve monitoring of, or in any way providing services to agencies and any claim, injury, loss, damage or expense arising out of willful and intentional acts of Customer or individuals monitored. Customer acknowledges that neither the Company, equipment, nor the monitoring service shall prevent,

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
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and that neither is intended to prevent, any client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a client to remove the equipment by unauthorized means, and that Company expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such a client while using the equipment, as well as any liability for any acts committed by a client who removes the Equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the State under which the terms of this Agreement are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Customer acknowledges and agrees that use of the equipment and the monitoring service shall be reserved for those clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property. Customer agrees to indemnify, defend and hold Company harmless from and against any and all claims for any losses, damages, or injuries, which may be asserted on any basis, including those listed above, by client or any other third party against Company. The provisions of this section shall continue to be in force even after the expiration of the Agreement Term.

**8. Miscellaneous Provisions:**

**8.1 Ownership:** Customer is neither the owner of the equipment nor has title to the equipment. Customer may not sell, transfer, or assign the equipment, without the express prior written permission of Company. Customer may not attempt to alter or otherwise tamper with equipment. Customer agrees that it shall at all times keep the equipment free from any legal process or lien whatsoever, and agrees to give Company immediate notice if any legal process or lien is asserted or made against the equipment.

**8.2 Continued Performance:** When this Agreement terminates, both parties will continue to comply with all of the terms of this Agreement which call for performance prior or subsequent to the termination date, including their respective obligations to protect confidential and proprietary information.

**8.3 Statute of Limitations:** The parties hereby agree that the statute of limitations for any action for fault hereunder by either party, including for breach of warranty or indemnity, shall be one (1) year after a cause of action occurs.

**8.4 Choice of Law:** This Agreement shall be governed, interpreted and construed under the laws of the State of Tennessee.

**8.5 Authority:** Customer also understands that only an officer of Company is authorized to waive or alter any of the terms of this Agreement, and that any such waiver or alteration must be in writing signed by Company.

**8.6 No Third Party Beneficiaries:** This Agreement is intended for the exclusive benefit of Company, Customer and their permitted affiliates and permitted assigns, and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

**8.7 Assignment:** No transfer or assignment of this Agreement or any licenses or rights hereunder shall occur without Company's express written consent. Any purported assignment or transfer of this Agreement or licenses or rights hereunder by the Customer without Company's written consent shall be null and void (without affecting any other licenses or rights hereunder).

**8.8 Successors:** This Agreement shall be binding upon the respective successors, affiliates and permitted assigns of the parties.

**8.9 Modifications and Waivers:** If either party waives or modifies any term or condition of this Agreement, this will not void, waive or change any other term or condition. If either party waives a default by the other, this will not waive future or other defaults. If any part of this Agreement, for any reason is declared to be invalid, it shall be deemed modified as necessary to be valid. The remainder of this Agreement shall continue in effect as if the Agreement has been entered without the invalid portion.

**8.10 Notices:** Notices to the parties hereto pursuant to this Agreement shall be given in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) on the date sent by facsimile or electronic mail if sent during normal business hours, and otherwise on the next business day

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if sent after normal business hours of the recipient, (c) on the date of the recipient’s signature if sent via an overnight service or (d) on the 3rd business day following the date of mailing if sent via USPS.

**8.11 Signatures:** A manually signed copy of this Agreement or any other transaction documents delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**9. Entire Agreement:** This Agreement sets forth the full understanding between the parties and may only be changed in writing, duly executed by both Parties. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify, or panel this Agreement except as provided herein. Customer also understands that only an officer of Company is authorized to make such amendments, modifications or cancelations.

**10. Acknowledgement:** The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same, including all of the terms and conditions.

In witness whereof, each of the parties has executed this Agreement as of the date and year first set forth herein on Page 1.

Attachment A

**PRICING SCHEDULE**

GPS Monitoring

	Service	Alarm Notification	Data Collection Times	Daily Rate 0-9 Active Devices	Daily Rate 10-24 Active Devices	Daily Rate 25+ Active Devices
ReliAlert™ GPS Device	ReliAlert™ Premium and Standard	Includes Monitoring Center Alarm Intervention: Data reported in real time. Alarm notification via voice, email and/ or text including calls to officer and to individual on device. Each alarm is	1 minute or 5 minute	\$6.50	\$6.00	\$5.50
	ReliAlert™ Passive	Data reported in real time but NO real time alarm notification. Alarm notification via daily alarm report	5 minute	\$6.00	\$5.50	\$5.00
Shadow™ GPS Device	Shadow™ Active	Includes Monitoring Center Alarm Intervention: Data reported in real time. Alarm notification via voice, email and/ or text including calls to officer. Each alarm is	1 minute	\$6.50	\$6.00	\$5.50
	Shadow™ Passive	Data reported in real time but NO real time alarm notification. Alarm notification via daily alarm report	1 minute	\$5.50	\$5.00	\$4.50
Empower™ Victim App	Victim App	Notifies victim of offender proximity regardless of location. Includes panic button. *Victim must have smartphone and ability	n/a	n/a	\$1.25	\$1.25
Inactive GPS devices	n/a	n/a	\$1.50	\$1.50	\$1.50 + 10% of active devices credited	\$1.50 + 10% of active devices

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
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**Alcohol Monitoring**

	Service	Alarm Notification	Daily Rate
SoberLink™ Alcohol Device	SoberLink™ Active	Email and/or text + daily report	\$6.00
BackTrack™ Alcohol Device	BACTrack™ Active***	Email and/or text + daily report	\$5.50
Inactive Alcohol Device	n/a	n/a	\$1.50

\*If office exceeds 10 active devices (of any kind) a month, an idle credit of 10% of active days will be credited to the monthly invoice

\*\*Insurance not available for SoberLink equipment.

\*\*\*Requires offender to have smartphone with ability to download an app and data plan.

OPTIONAL INSURANCE for ReliAlert™, Shadow™ and BacTrack™ equipment.

There is a \$0.50 per calendar day insurance option that will cover certain lost, stolen or damaged equipment assigned to Customer. The insurance charge applies to all devices, active or inactive. There is a \$50.00 deductible applied to the transmitter, if unrecovered. There is a \$15.00 deductible for the charger, if unrecovered. Idle charges will continue until equipment has been reported as lost/stolen/damaged, at which time daily charges cease. *If the insurance option is not selected, Customer will be responsible for all damaged, lost, stolen equipment at the normal replacement rate. If no option is selected by the Customer, Company will assume Customer does not want insurance.* The insurance may be added or removed from the account at any time by written permission from the Customer.

Choose One of the following:     Insurance Accepted     Insurance Declined

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by Jason Black to authorize the Chairman to execute the following Agreement for Services with Katye Hanson beginning October 1, 2020 and ending September 30, 2021 to coordinate community services for juveniles assigned through the Limestone County Juvenile Court, funded by an Alabama Department of Youth Services grant for 30 hours per week at \$16.15 per hour.

**AGREEMENT FOR SERVICES  
Between  
LIMESTONE COUNTY COMMISSION  
and  
Katye Hanson, Private Contractor  
Community Service Coordinator**

This Contract for Services (Contract) is hereby made and entered into by and between Katye Hanson (private contractor), and the Limestone County Commission, herein after referred to as LCC.

**A: PURPOSE:**

The purpose of this Contract is to coordinate Community Services for juveniles assigned through the Limestone County Juvenile Court.

# MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020 COMMISSION MEETING

## Services to be Provided:

Beginning in October 1, 2020 and ending September 30, 2021, or as mutually agreed upon, Katye Hanson will coordinate activities to accomplish the goals and objectives outlined below in the capacity of Community Service Coordinator.

## **B: STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

- Benefits to LCC include lowering the recidivism rate for juveniles in Limestone County Juvenile Court as well as providing job training for juveniles through the Limestone County Juvenile Court.

## **C: COMMUNITY SERVICE COORDINATOR SHALL:**

### **Goal 1**

Hold juvenile offenders accountable for the criminal offenses they have committed.

*Objective 1:* Insure that an average of 75% of juvenile offenders ordered by the Limestone County Juvenile Court to perform Community Service hours satisfactorily complete the ordered hours within six months of being ordered.

### Activities

- A. Utilize Community Service Coordination Program to insure timely flow of orders from the Limestone Court for juvenile offenders to perform community service under supervision of Limestone County Juvenile Probation Officer.
- B. Document completion, partial completion of or non-compliance of ordered community service hours with time sheets signed by on-site supervisor in the public or private non-profit community agencies utilizing the services of juveniles ordered to perform community service hours.
- C. Submit updated information on the status of each juvenile's completion, partial completion of or non-compliance with ordered community service hours each week to the Limestone County Juvenile Probation Office.

### **Goal 2**

Develop and maintain community service assignments that will allow the juvenile to make a positive impact by providing needed services in public and private non-profit organizations.

*Objective 1:* Community Service Coordinator will cultivate and maintain a minimum of 15 partnerships with public or private non-profit community-based agencies where juveniles can be assigned to perform community service activities.

*Objective 2:* Community Service Coordinator will develop a minimum of 3 new partnerships with public or private non-profit community-based agencies each year where juveniles can be assigned to perform community service activities.

### Activities

- A. Community Service Coordinator will recruit participation by community-based public and private non-profit organizations and agencies to provide meaningful work experiences, to volunteer to supervise offenders sentenced to community service and to serve as mentors for adjudicated youth in community service capacities.

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**Goal 3**

Help offenders develop new skills through supervised work activities.

*Objective 1:* Insure that 100% of community service assignments provide the juveniles an opportunity for skill development and interaction with positive role models, as well as learning about the needs of others and helping to create something of lasting benefit to the community.

Activities

- A. Limestone County Juvenile Court will seek opportunities for juvenile offenders to participate in human service and public works tasks, such as those provided through participation in projects through Habitat for Humanity, Christmas in April, Make A Difference Day and other community-wide service projects.
- B. Limestone County Juvenile Court and Community Service Coordinator will develop Memorandum of Understanding with each public or private non-profit agency agreeing to participate in the Community Services Program.
- C. Limestone County Juvenile Court and Community Service Coordinator will develop job descriptions with each participating agency or organization for the jobs/tasks to be assigned juveniles performing community service hours.

**D: LCC SHALL:**

LCC shall provide \$25,200 to the Community Service Coordinator for carrying out the goals and objectives listed in this agreement. This provides 30 hours per week at \$16.15 per hour for 52 weeks for a total of \$25,200. The LCC will be invoiced bi-weekly by Katy Hanson (CSC) for 60 hours (30 hours per week).

The Community Service Coordinator will also be paid an additional payment of \$25 per ankle monitor placed on Juveniles referred to the In- Home Detention Program.

**E: IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

MODIFICATION Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

TERMINATION Katy Hanson (CSC) or LCC may, in writing, terminate this instrument in whole or in part at any time by providing thirty (30) days written notice to the other party.

\_\_\_\_\_  
Collin Daly, Chairman  
Limestone County Commission

\_\_\_\_\_  
Katy Hanson  
Community Service Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
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**MOTION** was made by Jason Black and seconded by Ben Harrison to authorize the Chairman to execute the following Grant Agreement with the Alabama Department of Youth Services for the Juvenile Diversion Program for FY21 in the amount of \$47,840. No match required.

**ALABAMA DEPARTMENT OF YOUTH SERVICES  
AGENCY GRANT AGREEMENT  
Fiscal Year 2020 – 2021**

**The Alabama Department of Youth Services hereby awards to**

**Limestone County Commission**

(Fiscal Agent, hereinafter called Recipient)

the amount of **Forty-seven thousand eight hundred forty and no/100 dollars (\$47,840.00)**

These funds shall be used for non-residential diversion services for *Limestone County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Limestone County Juvenile Court (LCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **60** youth annually with an ongoing capacity of **30** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

*The Limestone County Youth Diversion Program provides assessments and treatment for juvenile offenders by providing group and individual counseling through the Intensive Outpatient Therapy program. Electronic monitoring allows juvenile offenders to be supervised at home and community service assignments allow juveniles to be held accountable for their offenses.*

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 11 – 18
  - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website

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- Be developed by or in collaboration with the **Limestone County Juvenile Court (LCJC)**.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program.
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, and successful completion rates. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youths reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the **LCJC** and DYS acknowledge that this Award may be terminated at will by the **LCJC** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is a continuation of the prior year agreement and is for

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
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a one-year period. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**ALABAMA DEPARTMENT OF YOUTH SERVICES**

BY: \_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

BY: \_\_\_\_\_  
Legal Review  
Approved as to form only

**ACCEPTANCE OF AWARD**

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 21<sup>st</sup> day of September, 2020.

BY: \_\_\_\_\_  
*Program Director / Agent*

BY: \_\_\_\_\_  
*Limestone County Commission*

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Daryl Sammet, aye; and Steve Turner, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Daryl Sammet to authorize the Chairman to execute the following Memorandum of Understanding with the Family Life Center, Inc. to provide substance abuse treatment and related services for juveniles referred by the Limestone County Juvenile Court beginning October 1, 2020 and ending September 30, 2021, provided by an Alabama Department of Youth Services grant, \$1,250 monthly.

**MEMORANDUM OF UNDERSTANDING**

*between*

**FAMILY LIFE CENTER, INC.**

*and*

**LIMESTONE COUNTY COMMISSION**

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Family Life Center, Inc., herein after referred to as FLC, and the Limestone County Commission, herein after referred to as LCC. The service period for this MOU begins October 1, 2020 and continues through September 30, 2021.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
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**A. PURPOSE:**

The purpose of this MOU is to establish a framework of cooperation between FLC and LCC in order to provide outpatient substance abuse treatment and related services for adolescents referred by the Juvenile Probation Office. Services to be provided under this MOU will be conducted at the Limestone County Juvenile Probation Office in Athens, AL.

**B. SERVICES TO BE PROVIDED:**

Beginning at a day that is mutually agreed upon. FLC will provide off-site substance abuse treatment and related services for adolescents referred by the Limestone County JPO Office and/or Juvenile Court. Services will include.

1. Assessment/Intake
2. Individual Treatment and/or Group Treatment
3. Rapid Drug Screens as directed by FLC

Family Life Center assures no more than one week of service (2 groups) will be cancelled at any point in time. In addition, Family Life Center will provide the Juvenile Probation Office with a counselor for 12 (twelve) hours weekly, including time spent completing assessments, treatment sessions, and communication with the Juvenile Probation Office.

**C. DRUG SCREENS:**

FLC shall provide rapid drug screens to their clients at the expense of FLC as they determine necessary to effectuate their program. All other drug screens for participants shall be referred to Limestone County Community Corrections for testing and shall be paid by the individual participants.

**D. PAYMENT FOR SERVICES:**

FLC will provide services for a total of \$15,000 for the period between October 1, 2020 and September 30, 2021. JPO will be invoiced each month in twelve (12) equal monthly payments of \$1,250.00.

Invoices will be sent to:  
Limestone County Juvenile Probation Office  
Attention: Tara Pressnell, Chief JPO  
1109 W. Market Street, Suite D&E  
Athens, AL 35611

Invoice may be emailed to: [sonya.anthony@limestonecountv-al.gov](mailto:sonya.anthony@limestonecountv-al.gov)

Payments will be sent to:  
Family Life Center, Inc.  
3022 Greenhill Blvd.  
Fort Payne, AL 35968

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
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**E. SCHEDULING:**

JPO referrals will be coordinated through the Limestone County Juvenile Court Mental Health Liaison or a process mutually agreed upon. Questions regarding intakes and referral under MOU should be directed to Sheree Logan at (256) 538-7458 or [shereel@familylifecenter.ws](mailto:shereel@familylifecenter.ws).

**F. PROTECTED HEALTH INFORMATION (PHI)**

1. Information regarding services may be shared with appropriate JPO staff as part of servicing the MOU and ONLY with a valid authorization. It is the responsibility of JPO to secure necessary releases for FLC to communicate with authorized JPO staff.

**G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. **MODIFICATION:** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. **PARTICIPATION IN SIMILAR ACTIVITIES:** This instrument in no way restricts FLC or LCC from participating in similar activities with other public or private agencies, organizations, and individuals.

3. **TERMINATION:** FLC or LCC may, in writing, terminate this instrument in whole or in part, at any time by providing thirty (30) days written notice to the other party.

\_\_\_\_\_  
Collin Daly, Chairman  
Limestone County Commission

\_\_\_\_\_  
Gene Cleckler, Executive Director  
Family Life Center, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Daryl Sammet, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve a grant agreement with North Central Alabama Highway Safety Office, for overtime traffic safety enforcement, October 1, 2020 to September 30, 2021.

**NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE**  
P.O. Box 1300 • Russellville, AL 35653 • PHONE #256-332-1138  
[Eddlerussell4nahso@aol.com](mailto:Eddlerussell4nahso@aol.com)

**Traffic Enforcement Agreement**  
**Fiscal Period: October 01, 2020 - September 30, 2021**  
(NOT the same as a grant's authorized spending period during this Agreement Period)

## **MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020 COMMISSION MEETING**

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 21-FP-CP-003.

Under this project, the Franklin County Commission will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA)/ADECA LETS Traffic Safety Funds within the 17 County ADECA/LETS Region herein the North Central Alabama area. The funds for this agreement were awarded by NHTSA and are passed through ADECA and the FCC/ NAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO", and the governing entity of the law enforcement department of the following: **Limestone County Sheriff Department**, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01,2020 through September 30,2021; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.**

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by NAHSO. **This Agreement for NAHSO Grant Participation is not a notice of grant funding approval but is required for the AGENCY'S receipt of grant funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the North Alabama Highway Safety Office. NO AGENCY will be approved to receive enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the NAHSO.

NAHSO has the authority to rescind the AGENCY'S grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by NAHSO.

**Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with NAHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, **(6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant,** (7.) **City or County overtime policy.** The above-mentioned paperwork should be kept on file by each agency for

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
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no less than **3 Years** from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the NAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

**Reimbursement claims (CORE forms) are encouraged to be submitted to NAHSO once per month.** The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and NAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed).

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to NAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify FCC and /or NAHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The agency is subject to a “Review of Claims Process” by either ADECA/LETS or NAHSO at any time during the course of this funding agreement. The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are in compliance with their requirements for funding. Conducting periodic reviews will identify whether there are deficiencies in the claim submission process which may result in inaccurate claims. Upon the completion of this review, if there are any deficiencies/ errors identified, the Agency will be required to reimburse ADECA/LETS for those identified deficiencies. This process will be as follows: The Agency will be required to issue a check to the Franklin County Commission, who then in return will do the same to the LETS Division ADECA of for the overall total amount of the identified deficiencies, as it relates to each project and/or grant for each funding year that in which the deficiencies/errors occurred.

In the event that the Agency refuses to reimburse the Franklin County Commission and/or ADECA LETS for the Identified errors in claims that has already been paid legal action maybe against the said Agency to address the situation. The said Agency will forfeit future funding opportunities in regards Traffic Safety Funds.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of FCC or NAHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. NAHSO assumes no responsibility the way or means by which the AGENCY performs its activities pursuant to this agreement Subject to the terms of the grant, NAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an NAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by NAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

“Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. NAHSO will

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immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.

**WRITTEN OVERTIME POLICY**

NAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes.

**TIME SHEETS:**

All hourly employees are required to record their hours worked on a time sheet.

**WORK WEEK:**

The normal work week shall begin at 12:01am on Sunday and end at 12:00am on the following Saturday.

**HOURS OF WORK:**

A normal shift consists of 12 continuous hours with .5 hour for lunch. The Lunch hour shall be taken on (paid/unpaid) time.

**OVERTIME PAY BEGINS:**

- A. Overtime pay shall begin after 11.5 hours of continuous work for a given day.
- B Overtime pay shall begin after \_\_\_ hours of work for a given WORK WEEK.

**PAID HOURS NOT WORKED:**

Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick days, allowable personal days, bereavement days or other days as designated by the GOVERNING ENTITY. Said paid hours (shall/shall not) count as hours worked for Purposes of "OVERTIME PAY BEGINS" above.

**OVERTIME PAY RATE:**

Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the Employee or 1.5 times the regular hourly rate for Holidays worked as designated by the GOVERNING ENTITY.

In the event that this policy is needed to apply to personnel that are paid on a Salary basis rather than an Hourly basis, the following shall apply:

Payment for overtime hours worked on Traffic Safety Grants by Salaried Employees of the GOVERNING ENTITY shall be considered an exception to the normal Payroll Policies of the GOVERNING ENTITY and shall apply ONLY to overtime hours that are reimbursed by NAHSO for Traffic Safety Projects.

To determine the "hourly rate" for Salaried Employees, their annual salary shall be divided by 2080 for such determination. The "hourly rate" thus determined shall then be used on Form 1 for that Employee.

**It is the understanding of the below signed Chief Elected Official that this signed Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes in so far as it concerns payment of overtime funds as provided by the Traffic Safety grants covered by the Agreement for Overtime Funds even though it may or may not be the entire Overtime Policy of the GOVERNING ENTITY.**

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\_\_\_\_\_  
Chief Elected Official **OR** Chief Law Enforcement Official

Date \_\_\_\_\_

**DEPARTMENTAL POINT OF CONTACT WILL BE that will Handle This Grant will be:**

Name: Capt. Guy H. Simmons

Phone Number: 256-232-0111

Email: gsimmons@limestonesheriff.com

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Daryl Sammet, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by Jason Black to approve the ADECA Recreational Trails Program grant extension to March 31, 2021. This extension is to complete close-out documents and reimbursements. Retroactive to September 15, 2020.

**STATE OF ALABAMA  
DEPARTMENT OF ECONOMIC  
AND COMMUNITY AFFAIRS**

<b>RTP AGREEMENT NUMBER:</b>	<b>17-RT-54-09</b>
<b>AMENDMENT NUMBER:</b>	<b>3</b>
<b>LIMESTONE COUNTY COMMISSION</b>	

**AMENDMENT TO PROJECT AGREEMENT**

This amendment to project agreement number 17-RT-54-09 is hereby made and agreed upon by the State of Alabama acting through the Director of the Department of Economic and Community Affairs and the Limestone County Commission pursuant to the Recreational Trails Program Act of 1998.

The State and project sponsor, in mutual consideration of the promises made herein and, in the agreement, of which this is an amendment, do promise that the above referenced agreement is amended as follows:

1. Extend the Period of Performance end date to March 31, 2021.
2. No other changes.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof, the parties hereto have executed this amendment as of the date entered below.

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**STATE OF ALABAMA**

**LIMESTONE COUNTY COMMISSION**

\_\_\_\_\_  
**Kennfeth W. Boswell, Director  
Alabama Department of Economic  
and Community Affairs**

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

\_\_\_\_\_  
**(Signature) (Date)**

\_\_\_\_\_  
Collin Daly  
(Printed Name)

**This contract/grant has been reviewed for content, legal form, and it complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.**

\_\_\_\_\_  
**Chairman**  
(Title)

\_\_\_\_\_  
Claudia Kennedy Smith, ADECA General Counsel

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to authorize the Chairman to execute the following resolution and agreement to terminate the North Alabama LaserFab, Inc. Abatement Agreement granted on October 15, 2018.

**RESOLUTION**

WHEREAS, on or about October 15, 2018 North Alabama LaserFab, Inc. (the "Company") and the Limestone County Commission (as the "Granting Authority") entered into a Tax Abatement Agreement; and,

WHEREAS, under the Tax Abatement Agreement the Company sought to purchase new Manufacturing Equipment (the "Property") at the price of \$1,531,590.00, which purchase would have resulted in the abatement of non-educational property taxes of approximately \$5,207.41 per year for the maximum period allowed by law of up to 10 years, and the abatement of non-educational construction related transaction taxes of approximately \$22,973.85; and,

WHEREAS, the estimated date construction would be completed and the Property placed in service was September 1, 2019; and,

WHEREAS, the Company has made known to the County that the Property was not purchased and placed in service, and, due to market circumstances beyond its control, the Property will not be purchased and placed in service; and,

WHEREAS, Section 5 of the Tax Abatement Agreement provides for the termination of the Tax Abatement Agreement if the Property is not purchased and/or placed in service; and,

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WHEREAS, the Company has further made known to the County that due to the foregoing circumstances the Tax Abatement Agreement may be terminated; and,

WHEREAS, upon motion having been duly made by Commissioner Black, and seconded by Commissioner Sammet, with discussion having been had thereon and a vote having been taken, upon which vote said motion carried by the vote of 3 to 0;

BE IT HEREBY RESOLVED, that the Chairman of the Limestone County Commission, the County Administrator, and any other such persons as may be necessary, shall be authorized to take such actions and execute any and all such documents and instruments that may be necessary to complete and perform the actions herein resolved to terminate the Tax Abatement Agreement with North Alabama LaserFab, Inc., entered on or about October 15, 2018.

ADOPTED AND APPROVED this 21<sup>st</sup> day of September, 2020.

\_\_\_\_\_  
Collin Daly, Chairman  
Limestone County Commission

ATTEST:

\_\_\_\_\_  
Pam Carter, County Clerk/Administrator

**STATE OF ALABAMA  
COUNTY OF LIMESTONE**

**TERMINATION OF TAX ABATEMENT AGREEMENT**

WHEREAS, on or about October 15, 2018 North Alabama LaserFab, Inc. (the "Company") and the Limestone County Commission (the "Granting Authority") entered into a Tax Abatement Agreement; and,

WHEREAS, under the Tax Abatement Agreement the Company sought to purchase new Manufacturing Equipment (the "Property") at the price of \$1,531,590.00, which purchase would have resulted in the abatement of non-educational property taxes of approximately \$5,207.41 per year for the maximum period allowed by law of up to 10 years, and the abatement of non-educational construction related transaction taxes of approximately \$22,973.85; and,

WHEREAS, the estimated date construction would be completed and the Property placed in service was September 1, 2019; and,

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WHEREAS, the Company has made known to the Granting Authority that the Property was not purchased and placed in service, and, due to market circumstances beyond its control, the Property will not be purchased and placed in service; and,

WHEREAS, Section 5 of the Tax Abatement Agreement provides for the termination of the Tax Abatement Agreement if the Property is not purchased and/or placed in service; and,

WHEREAS, the Company has further made known to the Granting Authority that due to the foregoing circumstances the Tax Abatement Agreement may be terminated;

IT IS HEREBY AGREED and declared by and between the Granting Authority and Company that the Tax Abatement Agreement is hereby terminated, effective the 15th day of October, 2018, and shall be treated for all purposes allowed or determined by law as if it never existed.

Done this 21<sup>st</sup> day of September, 2020.

**LIMESTONE COUNTY, ALABAMA,  
by and through its governing body,  
the LIMESTONE COUNTY COMMISSION**

**NORTH ALABAMA LASERFAB, INC.**

By: \_\_\_\_\_  
Collin Daly, Chairman

By: \_\_\_\_\_  
Greg Weatherford, President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Pam Carter, County Administrator

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Daryl Sammet, aye; Steve Turner, aye; Ben Harrison, abstain. Motion carries.

**MOTION** was made by Daryl Sammet and seconded by Jason Black to authorize the Chairman to execute the new North Alabama LaserFab, Inc. Tax Abatement Resolution and Agreement.

**RESOLUTION NUMBER \_\_\_\_\_**

This resolution made this 21<sup>st</sup> day of September, 2020, (the Effective Date) by the Limestone County Commission (the Granting Authority), to grant a tax abatement for North Alabama Laserfab, Inc. (the Company).

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WHEREAS, the Company has announced plans for a (check one):

- new project or  major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$872,000.00

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

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Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Limestone County Commission at a meeting held on the 21<sup>st</sup> day of September, 2020.

\_\_\_\_\_  
County Administrator

***Tax Abatement Agreement***

*This Abatement Agreement is made this 21<sup>st</sup> day of September, 2020, (the Effective Date) by and between the Limestone County Commission (the Granting Authority),  
(City, County, or Industrial Development Board)  
And North Alabama Laserfab, Inc.(the Company), its successors and assigns.*

*WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 333517, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), **Code of Alabama 1975**, as amended.*

*WHEREAS, the Company has announced plans for a (check one):*

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new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 1<sup>st</sup> day of November 2020; and

WHEREAS, the Project will be located in the County of Limestone (check whichever is applicable)

inside the city limits of Athens,

inside the police jurisdiction of \_\_\_\_\_,

outside the city limits and police jurisdiction of the City of Lester, AL; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

all state and local non-educational property taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 21 day of September, 2020 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

all state and local non-educational property taxes,

all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and,

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable)

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owned by the entity applying for the abatement

leased from a public authority, municipal, or county government; and

*WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and*

*WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and*

*WHEREAS, for the purposes of abatement of all non-educational property taxes (If applicable) it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. S267, with respect to the Company prior to the Effective Date of this Agreement; and*

*WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and*

*WHEREAS, the Project conducts trade or business as described in the 2007 North American Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424, 511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and*

*WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and*

*WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and*

*WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and*

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WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Non-educational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, this cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (check all that apply)

(a) If no bonds are to be issued, non-educational property taxes are expected to be approximately \$2194.70 per year and the maximum period for such abatement shall be valid for a period for 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, non-educational property taxes are expected to be approximately \$\_\_\_\_\_ per year and the maximum period for such abatement shall be valid for a period of \_\_\_\_\_ years, beginning the initial date bonds are issued to finance project.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$13,230 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$\_\_\_\_\_.

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3. *The Company hereby makes the following good faith projections:*

- (a) *Amount to be invested in the Project \$872,000.*
- (b) *Number of individuals to be employed initially at the Project and in each of the succeeding three years:*

*Initially 0      Year 1 3      Year 2 2      Year 3 2;*

(c) *Annual payroll initially at the Project and in each of the succeeding three years:*

*Initially \$ 0      Year 1 \$ 90,000      Year 2 \$ 60,000      Year 3 \$ 60,000;*

4. *The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.*

**GENERALLY**

- 5. Compliance. *If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (Note: This attachment shall include the application for abatement), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.*
- 6. Binding Agreement. *Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.*
- 7. Limitations. *Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply).*

*all state and local non-educational property taxes,*

*all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or*

*all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.*

8. Severability. *This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any matter affect the rights and duties by and between the Company and the Granting Authority.*

*This Agreement is executed as of the dates specified below.*

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North Alabama Laserfab, Inc.  
(the Company)  
By: \_\_\_\_\_

The Limestone County Commission  
(the Granting Authority)  
By: \_\_\_\_\_

Name: Greg Weatherford

Name: Collin Daly

Title: Owner

Title: Chairman

Date: September 21, 2020

Date: September 21, 2020

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Jason Black, aye; Steve Turner, aye; Ben Harrison, abstain. Motion carries.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
District Roads	112-35910	Budgetary Fund Balance	-\$416,793.81
	112-62162	Transfer Out/Rebuild Alabama	+\$247,691.55
	112-62163	Transfer Out/Federal Aid Exchange	+\$169,102.26
	220-61110	Transfer In	-\$247,691.55
	220-53200-213	Road Construction Supplies	+\$ 75,404.47
	220-53300-213	Road Construction Supplies	+\$108,655.65
	220-53400-213	Road Construction Supplies	-\$ 61,082.36
	220-53500-213	Road Construction Supplies	+\$124,713.79
	221-61110	Transfer In	-\$169,102.26
	221-44199	Federal Aid Exchange	+\$230,604.57
	221-53300-213	Road Construction Supplies	-\$ 61,502.31

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Daryl Sammet, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by Ben Harrison to reappoint Collin Daly to the Solid Waste Disposal Authority, with term ending November 30, 2023.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Ben Harrison, aye; Steve Turner, aye; Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Ben Harrison to appoint Marc Massey to the Solid Waste Disposal Authority, term beginning November 16, 2020 and ending November 30, 2023.

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Ben Harrison, aye; Daryl Sammet, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by Steve Turner to approve to negotiate a price for the following bid:

Proposal No. 2734	Food Bag Program (Council on Aging)	No Bids Received
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Steve Turner, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Jason Black to hire Amy Abercrombie as part-time School Resource Officer, pending drug screening.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to hire Justin Grays as a Deputy, pending drug screening.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Daryl Sammet, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Daryl Sammet to hire Jimmy Bryant Moss as a temporary part-time Engineering Assistant to administer a federal grant, retroactive September 15, 2020.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Daryl Sammet, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Jason Black to approve the following job description for a Bookkeeper/Administrative Clerk at Community Corrections and add to Staffing Plan.

**Limestone County  
JOB DESCRIPTION**

Job Title: Part-Time Bookkeeper/Administrative Clerk

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
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Department: Community Corrections

FLSA: Nonexempt

Grade: VI

Job Description Prepared: September 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Community Corrections Director

Subordinate Staff: None

Other Internal Contacts: County Commission Office; Sheriff's Office and Jail, Information Technology

External Contacts: General Public; Court Officers; Judges; Probation and Parole Officers; Attorneys; Municipal Officers, State and Federal Law Enforcement Offices; District Attorney's Office; Circuit Clerk's Office; Vendors; Banks

Job Summary

Under the supervision of the Community Corrections Director, the employee performs duties related to the management of financial accounts. The employee performs duties to include composing correspondence, operating and maintaining accounting operating system, greeting visitors, and answering phone. The employee also collects monies, issues receipts and balances daily.

Job Domains

**A. Bookkeeper**

1. Accepts and receipts money from clients.
2. Accepts money from outside individuals; issues receipts.
3. Balances money received on a daily basis.
4. End of month reconciliation of bank statement.
5. Distributes funds to appropriate agencies.
6. Enters account information into accounting software.
7. Orders items to stock Community Correction facility.
8. Makes deposits at banks daily.
9. Operates and maintains accounting operating system.

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**B. Administrative Duties**

1. Receives mail and distributes to appropriate personnel.  
Picks up and drops off paperwork from Commission Office.
2. Obtains purchase orders.
3. Greets visitors; provides assistance and information as needed; refers to appropriate office or individual.
4. Types correspondence and other documents as needed.
5. Answers telephone and answers questions; transfers to appropriate individual or takes message.
6. Maintains filing system; processes routine correspondence request.
7. Provides documentation creation.
8. Enrolls and explains color-code system to clients.
9. Prepares documentation for inmate transfers from Alabama Department of Correction to Community Corrections.
10. Performs other duties as assigned.

Knowledge, Skills and Abilities

(\* Can be acquired on the job)

1. \*Knowledge of County and departmental policies, procedures, and guidelines.
2. \*Knowledge of state, county, and federal statutes and laws.
3. Knowledge of the court system and procedures for filing papers.
4. Verbal skills to effectively communicate with co-workers, elected officials, and the general public.
5. Computer skills to effectively create documents, enter bookkeeping information, and operate departmental software.
6. Reading skills to read, understand, and explain state acts, federal laws, and guidelines.
7. Writing skills to compose complex letters to citizens and other governmental agencies.
8. Math skills to accurately account for monies received and distribute funds.
9. Ability to prioritize work projects.
10. Ability to multi-task.
11. Ability to organize files and work projects.
12. Ability to work with little or no supervision.
13. Ability to pay attention to detail when completing reports.

Minimum Qualifications

1. Possession of a high school diploma or GED.
2. Possession of a current and valid Alabama driver's license.
3. Clerical experience desired.
4. Ability to travel to attend training seminars.
5. Ability to work hours to meet deadline and complete assignments.

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Work Environment

The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting and training rooms, libraries, and residences commercial vehicles, e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated and ventilated.

Physical Demands

The work is sedentary. Typically, the employee may sit comfortably to do the work. However, there may be some walking; standing; bending; carrying of light items such as papers, books, small parts; driving an automobile, etc. No special physical demands are required to perform the work.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by Ben Harrison to hire Myra Peck as part-time Bookkeeper/Administrative Clerk at Community Corrections, effective October 1, 2020.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Ben Harrison, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Steve Turner to approve the following job description for Chief Financial Officer and replace Accountant position on the Staffing Plan.

**Limestone County  
JOB DESCRIPTION**

Job Title: Chief Financial Officer

Department: County Commission Office

FLSA: Nonexempt

Grade: XIII

Job Description Prepared: September 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

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Relationships

Reports to: County Administrator

Subordinate Staff: None

Other Internal Contacts: All Department Heads & Employees

External Contacts: General Public; Legislative Delegation; County Attorney; Financial Institutions; Bond Issuing and Rating Authorities; Actuarial Companies; RSA; Department of Revenue; Examiners of Public Accounts

Job Summary

Under the general oversight of the County Administrator, this employee plans for, organizes, and manages the County's finances and maintain accounts. Employee is responsible for preparing the annual budget, conducting financial studies, overseeing a complex accounting system, and assisting in formulation and execution of broad policies related to accounting functions. Employee also completes financial statements and reports related to County functions. Employee consults and advises with public officials and department heads on fiscal problems and prepares the data which is essential to policy and administrative determination. Ensures compliance with all federal and state laws with implications for county finance. Employee assists County Commissioners with funding related questions and concerns. This is a highly responsible job, with considerable latitude for independent judgement in the decision-making process.

Job Domains

**A. Budgeting and Financial Analysis**

1. Oversees all daily financial operations of the County.
2. Prepares, present and administers the comprehensive budget for Limestone County; works with Commissioners and Department Heads to define objectives and goals.
3. Attends budget hearings; completes the various budget revisions necessary for the process.
4. Interprets financial data and completes end of the month reports for submission to the County Commission; summarizes monthly expenditures and balances.
5. Works with Department Heads regarding financial status of their department. Reviews budget revision requests for additional funding.
6. Reconciles bank statements against invoices and other expenditure documentation.

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7. Monitors accounts receivable for timely collection of monies owed to the County.
8. Assists with issuing purchase orders as needed.
9. Completes bank transfers as needed.
10. Completes journal entries.
11. Prepares all financial statements on behalf of the County; publishes yearly.
12. Prepares Management Discussion and Analysis on behalf of and for review by the County Commission.
13. Prepares necessary documentation for audit. Assist the State Examiners during annual audit with requested documentation.
14. Directs the planning, implementation and maintenance of accounting software. Assists Commission Office employees with the existing accounting software; troubleshoots as needed.
15. Serves as a financial advisor for grants received by County departments; sets up funds for grants.
16. Oversees the recording of fixed assets; prepares and reports the depreciation of assets.

**B. Accounting Support Functions**

1. Serves as central oversight of all accounting and financial procedures to ensure practice and compliance with applicable rules, regulations, GAAP, GASB and County Policies. Ensures system of internal controls are adequate to safeguard assets and the integrity of the financial statements.
2. Assist the Human Resources Coordinator with reports concerning employee benefits.
3. Completes reports concerning ad valorem taxes; submits to the Department of Revenue.
4. Works with Department Heads to determine whether an item must go through the bid process.
5. Compiles data, analyzes current financial conditions and determines the benefit of issuance or refinancing bonds.
6. Performs annual filing with MSRB as required.
7. Manage and coordinates debt management; determines the best options regarding borrowing money.
8. Gathers information and prepares reports for actuarial studies.
9. Works directly with local, state and federal agencies regarding financial reporting resulting from natural disasters.
10. Performs analysis and rate adjustments related to Solid Waste Contract.

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**C. Commission Operations**

1. Keeps the Chairman and Commissioners with up-to-date as to the financial condition of the County. Assist with financial questions; informs Commissioners of amount of money available, the type, and of any restrictions on funds.
2. Provides Commissioners with the results of research done regarding various types of revenue streams for the County.
3. Coordinates with the City of Athens for joint projects such as development of city-county facilities; receives monthly reports on financial standing of project.
4. Travels to training and conferences as required.
5. Performs other duties as required.

Knowledge, Skills and Abilities

(\* Can be acquired on the job)

1. \*Knowledge of County and departmental policies, procedures, and guidelines.
2. \*Knowledge of state, county, and federal statutes and laws.
3. Knowledge of advanced principles of accounting.
4. Knowledge of principles of management of funds.
5. Knowledge of County filing system and procedures.
6. Knowledge of laws related to the bid process.
7. Verbal skills to effectively communicate with co-workers, commission, and the general public.
8. Computer skills to effectively create documents and enter budget information into spread sheets.
9. Reading skills to read, understand, and explain State acts, federal laws, and guidelines.
10. Writing skills to compose complex letters to Department Heads and other governmental agencies.
11. Math skills to accurately project budgets.
12. Ability to prioritize work projects.
13. Ability to utilize accounting software.
14. Ability to multi-task.
15. Ability to organize files and work projects.
16. Ability to work with little or no supervision.
17. Ability to pay attention to detail when completing reports.
18. Ability to work independently and exercise judgment to make prudent decisions.

Minimum Qualifications

1. Possession of a bachelor's degree in accounting, business administration or related field from an accredited college or university.

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2. At least two years' governmental accounting experience.
3. Ability to travel to training and conferences as required.
4. Possession of a current and valid Alabama driver's license.

Work Environment

The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting and training rooms, libraries, and residences commercial vehicles, e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated and ventilated.

Physical Demands

The work is sedentary. Typically, the employee may sit comfortably to do the work. However, there may be some walking; standing; bending; carrying of light items such as papers, books, small parts; driving an automobile, etc. No special physical demands are required to perform the work.

The Chairman asked if there was any discussion. Commissioner Harrison asked if it's an adjustment in grade. Chairman Daly replied no. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Daryl Sammet to amend the job duties in job description for Commission Clerk.

**Limestone County  
JOB DESCRIPTION**

Job Title: Commission Clerk

Department: County Commission Office

FLSA: Nonexempt

Grade: VI

Job Description Prepared: February 2013

Revised: September 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: County Administrator

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Subordinate Staff:           None

Other Internal Contacts:    Department Heads; Elected Officials

External Contacts:         General Public; Vendors; County Attorney; Utilities Companies, Local Gas Companies.

Job Summary

Under the supervision of the County Administrator, the employee provides financial assistance to the Commission Office. Employee performs clerical functions, issues purchase orders as needed, and provides backup assistance to the Purchasing/Accounting Clerk. Employee provides support for tax management functions.

Job Domains

**A. Financial and Tax Duties**

1.     Receives all money, logs receipts, and codes money into the proper chart of accounts using generally accepted accounting principal; uses computer software.
2.     Prepares monthly District Attorney Fund transmittal sheet for State of Alabama Office of Prosecution.
3.     Complies department budgets for Commission approval; compiles into financial volume for public record.
4.     Receives and posts monthly gasoline tax revenue by companies doing business in Limestone County.
5.     Maintains spreadsheet and database of taxes collected yearly for accounting purposes.
6.     Maintain files of gas tax forms and correspondence for companies doing business in the County.
7.     Receives and reviews receipts for lodging and sales tax from Campground(s) on a monthly basis.
8.     Prepares and files monthly lodging and sales tax revenue from Campground(s) to the Alabama Department of Revenue.

**B. General Office Assistance**

1.     Types and complies agenda for work sessions and Commission meetings.
2.     Types minutes of Commission work sessions and Commission meetings.
3.     Attends Commission work sessions and commission meetings in the absence of the County Administrator.
4.     Indexes Commission meeting minutes in appropriate software program.
5.     Retrieves and delivers mail; processes incoming and outgoing mail.
6.     Orders office supplies.

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7. Assists Chairman and Commissioners with administrative duties and functions as required.
8. Maintains calendar for Commission Chairman.
9. Types various forms, memos, reports, proclamations, and business letters.
10. Greets visitors; provides assistance and information as needed; refers to appropriate office or individual.
11. Answers telephone; takes messages, provides assistance, and routes calls.
12. Maintains filing system; processes routine correspondence requests.
13. Provides document creation.
14. Advertise public hearing notices and approved changes to commission meeting schedule.
15. Prepares and distributes yearly calendar showing holidays, pay periods, work session and commission meetings.
16. Prepares Bill of Sale for equipment sold.
17. Provides backup assistance for the Purchasing/Accounting Clerk.
18. Performs other duties as assigned.

Knowledge, Skills and Abilities  
(\* Can be acquired on the job)

1. \*Knowledge of County rules, regulations, and policies.
2. Knowledge of computer spreadsheet applications.
3. Knowledge of the general principles of accounting.
4. Knowledge of County filing system and procedures.
5. Knowledge of governmental and accounting software.
6. Verbal skills to effectively communicate with co-workers, commission, and the general public.
7. Computer skills to effectively create documents and enter budget information.
8. Writing skills to compose complex letters to citizens and other governmental agencies.
9. Math skills to accurately project budgets.
10. Ability to prioritize work projects.
11. Ability to multi-task.
12. Ability to organize files and work projects.
13. Ability to work with little or no supervision.
14. Ability to pay attention to detail when completing reports.
15. Ability to work independently and exercise judgment to make prudent decisions.

Minimum Qualifications

1. Possession of a high school diploma or GED.
2. Clerical experience desired.
3. Ability to travel to attend training seminars.

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4. Ability to work overtime or after hours to meet deadline and complete assignments.

Work Environment

The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting and training rooms, libraries, and residences commercial vehicles, e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated and ventilated.

Physical Demands

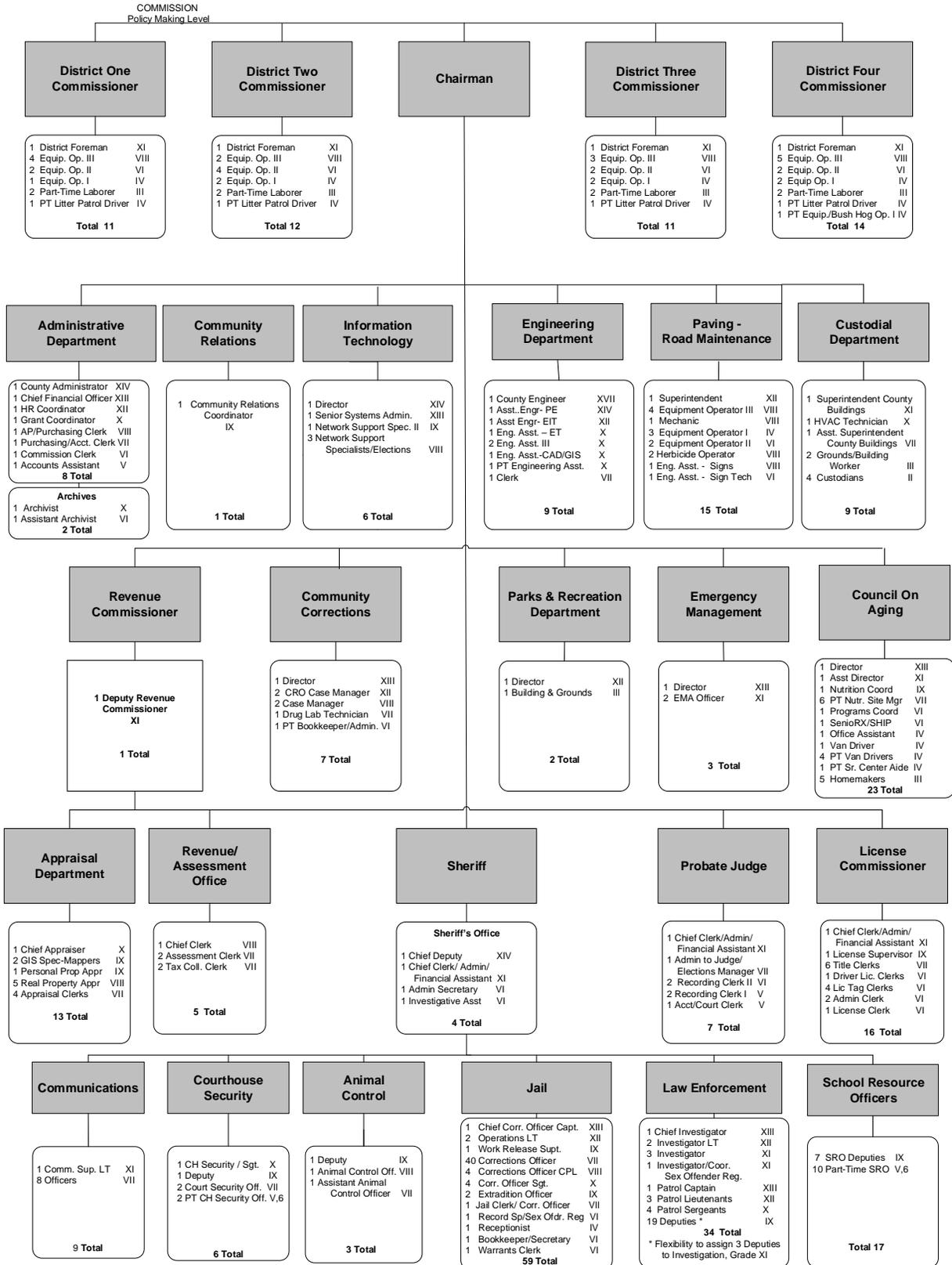
The work is sedentary. Typically, the employee may sit comfortably to do the work. However, there may be some walking; standing; bending; carrying of light items such as papers, books, small parts; driving an automobile, etc. No special physical demands are required to perform the work.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Daryl Sammet, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Steve Turner to approve Staffing Plan effective October 1, 2020.

# MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020 COMMISSION MEETING

## LIMESTONE COUNTY COMMISSION STAFFING PLAN October 1, 2020



**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
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The Chairman asked if there was any discussion. Commissioner Black stated two job descriptions had been sent to Auburn to be graded that have not been received back. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Daryl Sammet to approve the following Pay Scale effective October 1, 2020 to reflect a 2% cost of living adjustment.

Grade/Step	1	2	3	4	5	6	7	8	9
1	\$9.04	\$9.32	\$9.62	\$9.92	\$10.23	\$10.55	\$10.88	\$11.22	\$11.57
2	\$9.98	\$10.29	\$10.61	\$10.94	\$11.29	\$11.64	\$12.01	\$12.39	\$12.77
3	\$11.04	\$11.38	\$11.74	\$12.11	\$12.49	\$12.88	\$13.29	\$13.70	\$14.13
4	\$12.19	\$12.57	\$12.97	\$13.37	\$13.79	\$14.23	\$14.67	\$15.13	\$15.61
5	\$13.48	\$13.91	\$14.34	\$14.79	\$15.26	\$15.74	\$16.23	\$16.74	\$17.27
6	\$14.89	\$15.36	\$15.84	\$16.34	\$16.85	\$17.38	\$17.93	\$18.49	\$19.07
7	\$16.45	\$16.97	\$17.50	\$18.05	\$18.62	\$19.20	\$19.81	\$20.43	\$21.07
8	\$18.18	\$18.75	\$19.34	\$19.94	\$20.57	\$21.22	\$21.88	\$22.57	\$23.28
9	\$20.09	\$20.72	\$21.38	\$22.05	\$22.74	\$23.45	\$24.19	\$24.95	\$25.73
10	\$22.21	\$22.90	\$23.62	\$24.36	\$25.13	\$25.92	\$26.73	\$27.57	\$28.44
11	\$24.54	\$25.31	\$26.11	\$26.93	\$27.77	\$28.64	\$29.54	\$30.47	\$31.43
12	\$27.11	\$27.96	\$28.84	\$29.74	\$30.68	\$31.64	\$32.64	\$33.66	\$34.72
13	\$29.96	\$30.90	\$31.87	\$32.87	\$33.90	\$34.97	\$36.06	\$37.20	\$38.36
14	\$33.10	\$34.14	\$35.21	\$36.32	\$37.46	\$38.63	\$39.85	\$41.10	\$42.39
15	\$36.57	\$37.72	\$38.90	\$40.12	\$41.38	\$42.68	\$44.02	\$45.40	\$46.83
16	\$40.42	\$41.69	\$43.00	\$44.35	\$45.74	\$47.18	\$48.66	\$50.19	\$51.77
17	\$44.66	\$46.06	\$47.50	\$48.99	\$50.53	\$52.12	\$53.76	\$55.45	\$57.19
18	\$49.34	\$50.89	\$52.49	\$54.13	\$55.83	\$57.59	\$59.39	\$61.26	\$63.18

Grade/Step	10	11	12	13	14	15	16	17
1	\$11.94	\$12.31	\$12.70	\$13.10	\$13.51	\$13.93	\$14.37	\$14.82
2	\$13.18	\$13.59	\$14.02	\$14.46	\$14.91	\$15.38	\$15.86	\$16.36
3	\$14.58	\$15.03	\$15.51	\$15.99	\$16.50	\$17.01	\$17.55	\$18.10
4	\$16.10	\$16.61	\$17.13	\$17.66	\$18.22	\$18.79	\$19.38	\$19.99
5	\$17.81	\$18.37	\$18.95	\$19.54	\$20.16	\$20.79	\$21.44	\$22.11
6	\$19.67	\$20.29	\$20.92	\$21.58	\$22.26	\$22.96	\$23.68	\$24.42
7	\$21.73	\$22.41	\$23.12	\$23.84	\$24.59	\$25.36	\$26.16	\$26.98
8	\$24.01	\$24.76	\$25.54	\$26.34	\$27.17	\$28.02	\$28.90	\$29.81
9	\$26.54	\$27.37	\$28.23	\$29.12	\$30.03	\$30.98	\$31.95	\$32.96
10	\$29.33	\$30.25	\$31.20	\$32.18	\$33.19	\$34.23	\$35.31	\$36.42
11	\$32.41	\$33.43	\$34.48	\$35.56	\$36.68	\$37.83	\$39.02	\$40.25
12	\$35.81	\$36.93	\$38.09	\$39.29	\$40.52	\$41.80	\$43.11	\$44.46
13	\$39.57	\$40.81	\$42.09	\$43.41	\$44.78	\$46.18	\$47.63	\$49.13

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<b>14</b>	\$43.72	\$45.09	\$46.51	\$47.97	\$49.47	\$51.03	\$52.63	\$54.28
<b>15</b>	\$48.30	\$49.82	\$51.38	\$52.99	\$54.66	\$56.37	\$58.14	\$59.97
<b>16</b>	\$53.39	\$55.07	\$56.80	\$58.58	\$60.42	\$62.32	\$64.27	\$66.29
<b>17</b>	\$58.98	\$60.83	\$62.74	\$64.71	\$66.75	\$68.84	\$71.00	\$73.23
<b>18</b>	\$65.17	\$67.21	\$69.32	\$71.50	\$73.74	\$76.06	\$78.45	\$80.91

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Daryl Sammet, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Daryl Sammet to transfer Dustin Gatlin to District 2 from District 1 as an Equipment Operator III.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Daryl Sammet, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Daryl Sammet 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
Billy Boldin	Equipment Operator III	10/19/20
Justin Butram	Corrections Officer	10/20/20
Richard Clanton	Deputy	10/15/20
Stephen Croley	Deputy	10/02/20
Jeremiah Durden	Investigator	10/13/20
Eddie Gilbert	Emergency Management Officer	10/10/20
Emily Lewter	Deputy	10/28/20
John McCormick	Sergeant	10/16/20
Ashley McElyea	Corrections Officer	10/07/20
Bryan K. Robinson	Equipment Operator III	10/03/20
Julian T. Tyler	Corporal	10/26/20

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Daryl Sammet, a ye; Steve Turner, aye; and Jason Black. Aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Daryl Sammet to approve the following subdivisions:

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Name	S/D Type	Approval Type	Lots	District	Location
Jones Springs Sub. Phase 1	Major	Final	37	2	200' north of Pepper Rd on west side of Jones Rd
Menefee Acre Sub.	Minor	Preliminary & Final	3	2	East side of Menefee Rd south of Nick Davis

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Daryl Sammet, aye; Jason Black, aye; and Ben Harrison. aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Steve Turner to give Administrator Pam Carter the authority to approve departmental budget revisions as necessary for end of the year procedures.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve the FY 2020 – 2021 Budget.

***Will insert in the minute book.***

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Daryl Sammet, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve to sell the following on GovDeals:

Department	Item	Asset #	VIN #
District 3	1985 Ford FT 8000	9534000	1FDYL80U8FVA63320

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Daryl Sammet, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

Commissioner Sammet: This year's paving is being finished in district one and I appreciate the good job by the paving crew. I appreciate the legislators for the funds received from the new gas tax. I would like to thank County Engineer Marc Massey for being on top of applying for a grant that was received for a 1-lane bring that is beginning to fall apart. Again, thanks to the legislators for the 7-cent gas monies that allows the state to give grants for such projects.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
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Commissioner Turner: The gas tax come in big for us this year and will probably continue to come in big in the years to come. A lot of asphalt was put down that could not have been put down otherwise. I am glad the budget was unanimously approved.

Commissioner Black: I supported Rebuild Alabama and it is very beneficial for all 67 counties. We're benefiting from it today and will be benefiting from it when I'm no longer the commissioner. Sadly, the money we're getting right now is what we should have been receiving 10 or 15 years ago, and the money we'll be needing in 10 years is the money we're getting right now, but every little bit helps. Right now, I've got the engineering group in the district and they'll be paving Grubbs Road, Hammonds Road, Bell Road and Mack Road. They will also be doing Stanford Road. The following week they will be working on a federal project putting a micro seal on Shaw Road from Highway 72 to Brownsferry Nuclear Plant. That will pretty much be a chip seal, it's not going to be smooth or the road we'll be stuck with. A contractor will be coming in to put down the final surface. He asked motorists to be patient. After that the district will be back cutting and will probably be cutting through November; there's some that needs cutting again and some that we haven't gotten to because we've been so busy.

Commissioner Harrison: When we did New Cut Road, I walked the road and looked at the culverts. We found two bridges that needed shoring up due to scouring. The bridge crew is getting ready to pour concrete on those. Also, the bridge crew identified a bridge on Shoal Creek near Buzzard Roost that is in bad shape and they are prepping that one for repairs. These are bridges that are under 20 foot, that's off system bridges. We're going through looking at all our bridges making sure they are in good repair. We've got two more good days to work on reclaiming County Line Road. We're adding base to it, we're adding in three inches of block material and three inches of crusher run; preparing the road for Lauderdale County to come in plant mix the road. The Lauderdale County Engineer likes to allow the road to sit for about six months after compaction. We're bush hogging and probably go into November or December; we've got a lot of road miles. The purchase of the milling machine opened-up a lot of projects that we never could do before. The paving crew was helping us reclaim roads, now they're pretty much fully loaded and that's fantastic. Now, we've doing all the reclaiming of roads, so that's taking time away from other duties. We're getting a lot more done; a lot of projects that we would have never been able to do before at a lower cost.

Chairman Daly: First of all, I want to congratulate Greg Weatherford and all the small businesses; they are what built this community. I would like to thank our staff and all our departments for putting the budget together and doing such a good job this year. Thanks to Governor Ivey and the Legislative Delegation for the additional gas tax revenues and for the grant to repair the bridge. I'd like to thank Marc Massey for writing and submitting the grant. The courthouse is lit teal for Ovarian Cancer Month; however, on September 23<sup>rd</sup>, the color will be changed to burgundy for Meningitis Awareness in honor of Jessica Elkins. Please remember our neighbors to the south as they cleanup from the aftermath of Hurricane Sally. I can't be repetitive enough about completing the Census. Please do your Census, it is vital to this community and to this state.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 21, 2020  
COMMISSION MEETING**

Adjourned at 10:32 a.m. until 9:00 a.m. on Monday, October 5, 2020, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.