

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023**  
**COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today, at 9:50 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

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

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Daryl Sammet and seconded by Derrick Gatlin to approve the minutes of June 20, 2023, and June 27, 2023.

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

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

6/23/2023	0070342-0070398	\$	1,014,023.85
6/27/2023	0070399	\$	562.50
6/30/2023	0070400-0070478	\$	1,822,637.25
6/30/2023	0070479	\$	66,186.41
	TOTAL	\$	2,903,410.01

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. Danny Barksdale, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Derrick Gatlin, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by LaDon Townsend to approve a resolution for zero traffic fatalities by 2050 (SS4A grant).

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

**MOTION** was made by Derrick Gatlin and seconded by Daryl Sammet to approve a resolution to donate the previous Habitat for Humanity property (corner of Vine and Brownsferry) to The Oasis Community Outreach.

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

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

**MOTION** was made by Daryl Sammet and seconded by Danny Barksdale to approve to authorize Limestone County to enter into an agreement with the State of Alabama and the Alabama Department of Transportation in order to install passive warning devices on Mooresville Road. The total cost of this project shall be paid with Federal Section 130 funds.

**Alabama Department of Transportation  
Federal Aid Rail/Highway Crossing Improvement  
Project No. RHPD-RR23(912)  
Agreement for Maintenance of Passive Warning Devices**

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, hereinafter referred to as the "STATE" and the COUNTY of Limestone, Alabama, hereinafter referred to as the "COUNTY"

WITNESSETH:

WHEREAS, Federal Section 130 funds will assist the STATE in one hundred percent (100%) of the expenses incurred in order to install passive warning devices for this project at DOT crossing number 352054C on Mooresville Road in, Limestone County, Alabama.

NOW THEREFORE, the parties hereto agree as follows:

1. One hundred percent (100%) of the total cost for the installation of passive warning devices on this project shall be paid with Federal Section 130 funds. The STATE will not be liable for any funds under this Agreement.
2. The estimated cost of this project payable by the parties is the amount set forth below:

Federal Section 130 Funds	(100%)	<u>\$375, 544.86</u>
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3. A final inspection shall be made by the STATE after all work items have been completed.
4. The STATE will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CFR Section 140.922).
5. Upon completion and acceptance of this project by the STATE, the COUNTY will assume full ownership and responsibility for the portion of the project work under the COUNTY authority and maintain the devices in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), and subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975) the COUNTY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities and their agents and/or assigns, from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the maintenance work performed by the COUNTY under this Agreement.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

6. The STATE shall not be responsible for the maintenance of the passive warning devices once the COUNTY has been notified of the project completion and acceptance.
7. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
8. 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.
9. In compliance with Act 2016-312, the Railroad hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
10. Exhibit "M" and "N" is attached hereto as a part of this agreement.

(END OF PAGE)

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval by the Governor of Alabama.

WITNESS BY: \_\_\_\_\_ County of \_\_\_\_\_, Alabama

BY: \_\_\_\_\_  
County Clerk (Signature)

BY: \_\_\_\_\_  
Chairman (Signature)

\_\_\_\_\_  
Type Name of Clerk

\_\_\_\_\_  
Type Name of Chairman

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED  
AND APPROVED AS TO FORM AND CONTENT:

BY: \_\_\_\_\_  
William Patty  
Chief Counsel  
Alabama Department of Transportation

RECOMMENDED APPROVED:

BY: \_\_\_\_\_  
Stanley C. Biddick, P.E.  
State Design Engineer

By: \_\_\_\_\_  
Edward N. Austin, P. E.  
Chief Engineer

STATE OF ALABAMA, Acting by and through  
the Alabama Department of Transportation

BY: \_\_\_\_\_  
Transportation Director

The within and foregoing AGREEMENT is hereby approved on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
Governor of Alabama

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING

RESOLUTION NUMBER 1002-23

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

1. That the County of Limestone, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: maintenance of the passive warning devices by the County of Limestone for the project at DOT crossing number 35205K on Mooreville Rd in Limestone Alabama.

Which Agreement is before this Commission.

2. That the agreement be executed in the name of the County, by its Chairman of the Commission for and on its behalf;

3. That the signature of the Chairman be attested by the County Clerk and that the seal of the County be affixed to the agreement.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on record by the County Clerk.

Passed, adopted, and approved this 3<sup>rd</sup> day of July, 2023.

WITNESS BY:

Ellen Maull  
County Clerk

[Signature]  
Chairman

I, the undersigned qualified and acting clerk of the County of Limestone Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission named therein, at a regular meeting of such Commission held on the 3<sup>rd</sup> day of July, 2023, and that such resolution is of record in the office of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 3<sup>rd</sup> day of July, 2023.



Ellen Maull  
County Clerk

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

**STD CONTRACTS EXHIBITS  
REV. 9/19/16**

**EXHIBIT M**

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

**STD CONTRACTS EXHIBITS  
REV. 9/19/16**

**EXHIBIT N**

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

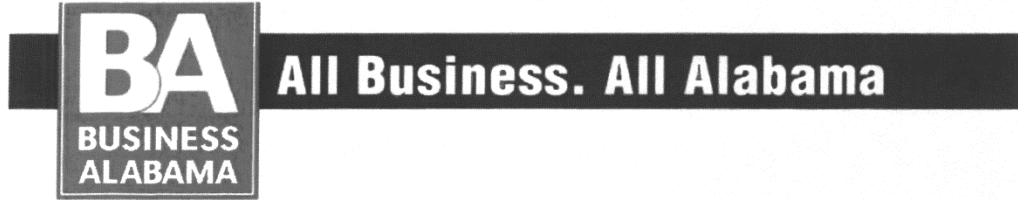
The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



# MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023, COMMISSION MEETING

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

**MOTION** was made by Daryl Sammet and seconded by Derrick Gatlin to approve a contract with PMT Publishing/Business Alabama for a spotlight ad in Business Alabama Magazine in the amount of \$650.00.



**Advertiser:**  
Limestone County Commission  
310 West Washington Street  
Athens, AL 35611

**Billing Contact:**  
Limestone County Commission  
Colin Daly  
colin.daly@limestonecounty-al.gov  
*Colin Daly*

**Publisher:**  
PMT Publishing | Business Alabama  
PO Box 66200  
Mobile, AL 36660  
Rep: Hal Cain  
Rep Phone: 205.802.6363 x111  
Rep Email: hcain@pmtpublishing.com

Publication	Issue	Year	Section	Ad Position Notes	Frequency	Ad Size	Color	Rate Card	Billing Notes	Net
Business Alabama	August	2023	Spotlight	Place in SL Partner in the Limestone Group	1x	Sponsorship	4 Color	\$650.00	Partner in the Limestone Group	\$650.00

**Total:** \$650.00

\* *[Signature]* Accepted for Client  
*[Signature]* Account Executive  
 Date: July 5, 2023

Please see page two for terms and conditions.

### CONTRACT AND COPY REGULATIONS

This insertion order for advertising space constitutes a contract between PMT Publishing, Inc. (hereinafter called the "Publisher") and the client and/or his agent (hereinafter called "Client"). Both parties hereby agree that this contract shall be governed by the following conditions:

1. All advertising orders are accepted subject to the terms and provisions of the current rate card.
2. Insertion instructions shall be supplied for every advertisement and shall clearly state the following information: name of publication, name of client, identification of advertisement, date to be inserted, size of advertisement plus any special instructions such as bleed, color, etc.
3. The Client agrees to pay for all advertising published by the Publisher in accordance with this contract. Client shall make such payment to the office of the Publisher or Publisher's authorized representative on or before the first day of the month following the month in which the advertising appeared or 30 days after the date of the invoice for said advertising, whichever comes later. All accounts not paid within 30 days will incur a 1-1/2% finance charge. If suit is brought to collect any amounts owing under this contract, Publisher shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, a reasonable attorney's fee.
4. The postmark dated on the envelope properly addressed to the Publisher or to the Publisher's representative shall be considered the date when payment is made.
5. Verbal agreements are not recognized.
6. The forwarding of an order is construed as an acceptance of all the rates and conditions under which advertising is sold at the time.
7. A contract year or twelve month period starts from the date of the first insertion. Twelve month periods do not overlap. If more or less insertions are used within one year than specified in the order, charges will be adjusted at the time change in contract is ordered by Client in accordance with established
9. Agency is acting as agent for a disclosed principal, the Client named on the face hereof ("Client"), so long as Agency is not insolvent, as Client's agent for making payment on all billings hereunder. Agency shall be liable for the payment of sums due hereunder and Publisher shall look solely to Agency for payment hereof, unless and until Agency becomes insolvent, at which time, without relieving Agency of liability until Publisher is paid in full. Client shall be liable to Publisher and not to agency on all unpaid billings for services rendered by Publisher hereunder (excluding advertising agency commissions), shall be held responsible for debts incurred after receiving notice (including a current statement of account) from Publisher that Agency is seriously delinquent under this or any other advertising agreement(s) between Publisher and Agency by failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder.
10. All advertising is subject to the Publisher's approval. The Publisher reserves the right to reject advertising which he feels is not in keeping with the Publication's standards.
11. In the event of a publisher's error, the publisher will reprint the corrected ad in the next available issue as a make-good ad. Make-goods will not count as an insertion to fulfill the Client's contract with the Publisher. The Publisher's liability for any error will not exceed the charge for the advertisement in question.
12. Notification of cancellation may be received in writing by the Publisher not later than the Publisher's stated closing day for advertising space reservations for the issue in which space is contracted. Failure to notify the Publisher in writing by such date shall be construed as instructions to insert advertising in the issue contracted for.
13. The Publisher reserves the right to cancel this contract at any time upon default by the Client in payment of bills or in the event of any other substantial

## MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023, COMMISSION MEETING

time change in contract is ordered by Client in accordance with established rates. If at the end of the specified period of advertising or upon cancellation of this contract for any cause the Client has not used the number of insertions contracted for, the Client agrees to pay the Publisher a short rate of an additional sum on all advertising published. Such sum is equal to the difference between the amount due at the rate named in this contract and the amount due at the rate applicable to the quantity of space used according to Publisher's rate card.

8. All recognized advertising agencies acting as an agent for another in the capacity normally referred to as an Advertising Agency may deduct 15% from all space, color, and position costs. Publisher and Advertising Agency agree that said agency is acting for its principal and as such binds not only itself but its principal to the terms and conditions of this contract, including liability for payment to Publisher.

default by the Client in payment of bills or in the event of any other substantial breach of this contract by the Client. Upon such cancellation, charges for all advertising published and all other charges payable under this contract, including short rate described in item 7 shall become immediately due and payable by Client upon receipt of statement from Publisher.

14. The page containing the advertising or, at the request of the Client, a copy of each issue in which the advertising appears, shall be mailed or supplied to Client. Publisher may supply an affidavit of publication in lieu of a second copy of page containing the advertisement. Failure to forward or furnish such copy shall not constitute a breach of contract.

**Thank you for your business!**

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

**MOTION** was made by Daryl Sammet and seconded by Derrick Gatlin to approve for further matching funds for SS4A grant in the amount of \$500,000.00.

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

**MOTION** was made by Danny Barksdale and seconded by LaDon Townsend to approve to enter into an Alabama Recycling Fund Grant Agreement with ADEM for the awarding amount of \$600,00.00 for a recycling building construction.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

**Alabama Recycling Fund Grant Agreement**

Grantee: Limestone County Commission  
Contact Person: Christa McCurry  
Address: 310 W Washington St  
Athens, AL 35611  
Email: christa.mccurry@limestonecounty-al.gov  
Telephone: (256) 216-3433 3433

Responsible Person: Collin Daly  
Address: 310 W Washington St  
Athens, AL 35611  
Email: collin.daly@limestonecounty-al.gov  
Telephone: (256) 233-6422

Grant reimbursements should be made payable to:  
Limestone County Commission

Grant reimbursements mailed to this address:  
310 W Washington St  
Athens, AL 35611

Grant Period: October 1, 2023 - September 30, 2024  
Amount Awarded: \$600,000.00

Semiannual Report Due Dates:  
1<sup>st</sup> Semiannual Report Due: April 15, 2024  
Final Semiannual Report Due: October 15, 2024

The Alabama Department of Environmental Management (ADEM) is the administrative agency for recycling projects approved for expenditure of funds under the Alabama Recycling Fund Grant Program. The Alabama Recycling Funds Grant Program is further defined in Chapter 335-13-10 of the Alabama Solid Waste Regulations.

A maximum of \$600,000.00 inclusive of all costs will be granted for this project to the Limestone County Commission (hereinafter referred to as the Grantee) by ADEM (hereinafter referred to as Department). Reimbursement of expenditures will be limited to and in accordance with the program budget submitted by the grantee and may be found as Attachment B of this Agreement.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

**GENERAL REQUIREMENTS**

The Grantee is responsible for compliance with state and any applicable local Solid Waste Management Plans and regulations and requirements of Alabama Recycling Fund and completion of the activities in the Grant Application that was submitted by the Grantee, except as modified and superseded by this agreement.

**I. GENERAL PROJECT SUMMARY**

The Limestone County Commission is a first time applicant requesting ARF funds following the dismantling of their recycling program that was recently operated by Keep Athens-Limestone Beautiful. Since the program dissolved, the County has been making efforts to reinstate the program. This funding will help to restart a recycling program in this area.

**A. MILESTONES/TIMELINE OF ACTIVITIES**

The grantee agrees to begin the implementation of the project during the grant period outlined in this agreement, conditional upon the grant agreement being signed and becoming a binding contract.

**B. REGIONAL PARTNERSHIPS**

If this grant agreement involves multiple entities as the grantee, written agreements including those concerning grant funds, revenue disbursement, and the responsibilities of each entity shall be required. All such agreements are binding as if incorporated herein.

**II. BUDGET AND EXPENDITURES**

The approved project budget and maximum reimbursable expenditures are further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by the Department and Grantee. The approved budget is further categorized as follows:

**Itemized Budget**

Building Construction	\$600,000.00
<b>Total</b>	<b>\$600,000.00</b>

**Categorized Budget**

Infrastructure (equipment, buildings, land, etc.)	\$600,000.00
Personnel (salaries, benefits, etc.)	\$0.00
Education (materials, radio/TV, hand-outs, etc.)	\$0.00
<u>Professional Services (consultants, engineering, planning)</u>	<u>\$0.00</u>
Total Budget	\$600,000.00

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

**A. ALLOWABLE COSTS**

Expenditures shall be limited to the allowable costs as stated in this agreement and in accordance with the Alabama Recycling Fund Grants Program as stated in Chapter 335-13-10. The Grantee shall not retain any grant funds in excess of actual Recycling Program expenses.

**B. REVENUE DISBURSEMENT**

Funds will be reimbursed to the responsible official as indicated on page 1 of this agreement unless otherwise stated below.

\_\_\_\_\_  
\_\_\_\_\_

**C. REIMBURSEMENT**

To receive reimbursement, records to include receipts, proof of payment (cancelled checks and/or credit card statements), and invoices shall be submitted with each semiannual report. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. All requests for advance funds shall be made to and approved by the Department before purchasing. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this grant agreement without prior written approval may be determined to be ineligible for reimbursement. All requests for reimbursement must be submitted with the semiannual report received by October 15. The Department, at its sole discretion, may request additional justification or documentation relating to any expenditure of grant funds. If this grant agreement includes the disbursement of funds for any purpose as may be deemed operating subsidies by the Department, the grantee shall provide to the Department, in the form of a written report submitted within one (1) year of grant execution, documentation that such subsidies will no longer be required from any future Alabama Recycling Fund Grant or Fund disbursement.

**D. SWMP CONSISTENCY**

If the Grantee has been awarded funding to revise a Solid Waste Management Plan (SWMP), the SWMP must first be revised and approved by the Department before reimbursement will be made for any other activities associated with this agreement.

**III. AMENDMENTS**

Any amendments or modifications to this grant agreement must be submitted by the listed responsible official and be approved by the Department in writing before becoming effective. Any and all amendments shall be as if incorporated herein.

**IV. REPORTING REQUIREMENTS**

The grantee shall provide the Department semiannual reports as required by Attachment A: Scope of Services and shall comply with requests for information as the Department may require in order to fulfill the requirements of this agreement and applicable regulations

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

regarding Alabama Recycling Fund Grants and recycling facility (materials recovery facility and recovered materials processing facility) regulations contained in Code of Alabama 335-13-10.

**V. EVALUATION METHOD**

The Grantee will evaluate the overall project as detailed in the Scope of Services. Such evaluations shall be reported in semi-annual and/or final reports submitted to the Department and are conditional for continued reimbursement as detailed in this Agreement.

**VI. RETENTION OF DOCUMENTS**

Department personnel will monitor the implementation and timeline of activities and expenditures covered under this agreement. All documents related to this agreement including requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with the Department associated with this agreement must be kept updated and readily accessible to Department staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of records shall also be included with each semi-annual report submitted by the Grantee.

**VII. FAILURE TO COMPLY**

The Department may terminate a grant award in whole or in part and demand refund of grant funds when there is substantial non-compliance with the terms of the award or these rules, a determination made by the Department that the grant was obtained by fraudulent means, found that grant monies have been used for non-allowable costs, or a determination made by the Department that gross abuse or corrupt practices have been used in the administration of the grant project by the Grantee. The Department shall give written notice to the Grantee (via certified mail, return receipt requested) of its intent to terminate a Fund grant, in whole or in part, at least 30 days prior to the intended date of termination. The Department shall afford the Grantee an opportunity for consultation prior to any termination. After such opportunity for consultation, the Department may, in writing (via certified mail, return receipt requested) terminate the Fund in whole or in part. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of the grant agreement.

**VIII. PROMOTIONAL, EDUCATIONAL AND OTHER MATERIALS**

A copy of promotional and educational materials developed as part of this agreement shall be submitted electronically to the Department prior to public distribution. The Department shall have the right to use any printed materials developed as part of this agreement in any manner the Department deems appropriate. The use of grant funds provided through this agreement utilized for the development and or publication of promotional, educational, and other materials shall cause the same to include the Department logo and the following statement, ***“This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund.”*** Such materials shall be maintained by the grantee according to requirements for document retention included herein. Such materials may also not be copyrighted or reserved in any manner.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

**IX. COMPLIANCE WITH RELEVANT LAWS**

The Recipient agrees to comply with all relevant federal, state, and local laws, ordinances or other requirements in the design, construction and operation of the facility, to specifically include environmental regulations. The Recipient shall comply with Affidavit and E-Verify requirements for Ala. Code §§ 31-13-9(a) and (b). Continued, substantial non-compliance may be considered as a failure to comply and result in termination of this agreement for cause. The Recipient is also subject to all provisions of the ADEM Administrative Code, the Solid Waste and Materials Management Act (SWRMMA), and other applicable requirements.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

STATE OF ALABAMA        )  
  )  
MONTGOMERY COUNTY    )

This Agreement is entered into between the Limestone County Commission (Grantee) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation from the Alabama Recycling Fund (Fund). This Agreement will provide for a recycling project in Limestone County, Athens, Alabama.

The parties hereto agree as follows:

1.     Scope of Services

The Grantee will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2.     Payment

A.     The Department agrees to reimburse the Grantee an amount not to exceed \$600,000.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, any mileage, travel and per diem costs identified in the budget located herein will be reimbursed in accordance with state law.

B.     Unless pre-approved by the Department, the Grantee shall submit invoices not more than once per semi-annual period and in conjunction with the semi-annual report to the Department for actual cost(s) incurred. The final invoice shall be submitted by October 15, 2024.

C.     Prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value greater than \$3,000.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

3.     Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed unless previously approved by the Department, and shall terminate 12 months from the date of execution unless extended by the Department. This Agreement is conditioned upon the receipt of sufficient funds from the Fund and is subject to termination in the event of proration of the Fund. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no



**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

4. Termination of Agreement for Cause

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Grantee may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the Scope of Services of the Grantee to be performed hereunder. Such changes, including any increases or decreases in the amount of the Grantee's compensation, which are mutually agreed upon by and between the Department and the Grantee shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall insert a similar provision in all subagreements for services covered by this Agreement.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, electronic files, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

“This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund.”

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Grantee.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report. If OMB Uniform Guidance is applicable the Contractor agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Grantee is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Grantee Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Grantee or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement unless otherwise provided by law.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. For any disputes arising under the terms of this

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustments of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

The Grantee acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and shall not begin performing work under this Agreement until notified to do so by the Alabama Department of Environmental Management.

21. Immigration Status.

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.

22. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

23. No Funds for Lobbying Cause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL," Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement with:

LIMESTONE COUNTY COMMISSION

By: \_\_\_\_\_  
Collin Daly  
Commission Chairman

Date: \_\_\_\_\_

ALABAMA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT

By: \_\_\_\_\_  
Lance R. LeFleur  
Director

Date: \_\_\_\_\_

\_\_\_\_\_  
As to Legal Form

Date: \_\_\_\_\_

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

**ATTACHMENT A**

**SCOPE OF SERVICES**

Upon the effective date of Agreement signature, the Limestone County Commission (Grantee), agrees to effectively and expeditiously facilitate the following Scope of Services:

1. The Grantee will follow and abide by the Agreement as approved or amended. The Grantee will obtain permission from the Department for project related changes or modifications, revisions, and/or amendments to the latest approved agreement prior to expenditure of funds.
2. No deviations from the approved project budget or expenditure of funds other than for the purposes stated in the latest approved agreement are authorized without prior approval from the Department.
3. All funded project reports and financial records will be maintained by the recipient and made available for review and disclosure for a minimum of five years following the grant closeout.
4. The Grantee will submit the first semiannual report to the Department on April 15<sup>th</sup>. A comprehensive final semiannual report to include an Executive Summary (generalized project summary) will be submitted by the Grantee to the Department by October 15<sup>th</sup>. All project outputs and deliverables must be completed by the project end date, September 30<sup>th</sup>. These semi-annual reports will, at a minimum, include:
  - The status/outcome of each project objective and milestone per project application agreement
  - Expenditures of any ARF funds and local funds (documentation for local funds is not required). Required documents needed for ARF grant reimbursements shall include invoices, receipts, proof of payment (cancelled checks and/or credit card statements), and any additional documentation the Department deems necessary.
  - Quantity of recyclable materials collected by material type with out-of-state generated materials reported separately from in-state
  - Price(s) received for marketed recyclables by material type
  - Destination of marketed materials,
  - Documented increase in collections and participation (tonnage prior to implementation vs. tonnage at project completion)
  - If asking for education and outreach funding, include a description of any education or public outreach components and an explanation of how the educational component will directly promote the use of existing or planned local recycling projects.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

- Location/addresses of public recycling bins/containers (lat/long if available)
5. If estimation is utilized in providing data, the method of estimation shall also be included in each semi-annual report. Reports shall not be inconsistent with accounting and record-keeping methods such entities may be required to follow by the Alabama Department of Examiners of Public Accounts.
  6. Project related videos, films, computer disks, printed information, and other products or materials produced using Alabama Recycling Grant funds must include the Department logo, prominently displayed, along with the following prominently and conspicuously displayed acknowledgement language: ***“This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund.”***
  7. All education and training related videos, films, computer diskettes, manuals, brochures, and other products and material outputs/deliverables produced will be submitted by the Grantee in Draft form to the Department for review and approval prior to additional grant funds being expended for Final deliverable/output products to be printed, produced, copied, or disseminated.
  8. The Grantee agrees to submit at least one project description or project status news article for distribution to local area newspapers or to various other local public media for potential publication or dissemination in any manner as the Department may determine.
  9. The Grantee agrees to submit a public outreach opportunity/event that will engage and educate citizens on recycling efforts in their locality for collaboration with the Department. The Department will retain the option to attend the proposed event. This proposal must be submitted through the AEPACS Portal no later than December 31, 2023. If further time is needed an extension may be requested no later than December 31, 2023, and must include details as to why the request is needed.
  10. New recycling programs must be registered to report as determined by the Department, if applicable and directed to do so by the Department. Existing recycling programs must be registered to report as determined by the Department, if applicable and directed to do so by the Department.
  11. The Grantee has the option to receive a \$1,000.00 grant for development of a sustainable and efficient scrap tire recycling plan. The plan should include plans for a secure public drop-off location and subsequent scrap tire management for individuals to drop-off 8 or less tires at a time. This service is for individuals only and not for tire retail businesses or other scrap tire transporters, receivers or processors. The Department will grant up to \$1,000.00, from the Scrap Tire Marketing Program, for

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

implemented plans that are determined by the Department to be efficient and sustainable. At a minimum, the plan should contain the following:

- A description of the tire handling, storage and/or processing that will be conducted at the facility, together with a description of the subsequent disposition of scrap tires and scrap tire materials, and other information necessary to explain the recycling program;
  - Facility design plans including drawings of all buildings, equipment, receiving and storage areas;
  - Operational Plan, to include a narrative of operational procedures including methods of receiving, storing, processing and shipping tires;
  - Vector Control Plan;
  - Emergency Response Plan; and
  - Location maps.
12. The Grantee must have an established account on the Alabama Environmental Permitting and Compliance System (AEPACS).
  13. The Grantee agrees to comply with all requirements and conditions specified in local, state, or federal rules, regulations, laws or ordinances. Grant funding for this project is, at a minimum, subject to Alabama Recycling Fund Grant Regulations contained in ADEM Administrative Code 335-13-10.
  14. The Grantee will inform the Department as soon as problems, delays, or adverse conditions become known which will materially impair the ability to complete this Agreement, or to meet outputs/outcomes/milestones specified in this Agreement, for the duration of the Agreement.
  15. Property (equipment greater than \$5,000 cost) that is purchased in whole or in part with grant funds must be properly managed and used solely for recycling purposes (e.g. inventory, control system, maintenance, storage, etc.) for at least five years.



**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Grant # ARF24-21-270

Grantee Initials \_\_\_\_\_

**ATTACHMENT B**

**PROJECT BUDGET**

Building Construction	\$600,000.00
<b>Total</b>	<b>\$600,000.00</b>

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

**MOTION** was made by Derrick Gatlin and seconded by LaDon Townsend to approve to re-appoint Jimmy Swanner to the Board of Equalization.

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

**MOTION** was made by Derrick Gatlin and seconded by Danny Barksdale to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2830	EMA Full Size Passenger Truck	Lynn Layton Chevrolet	\$53,996.50

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

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

1. Approve to hire Cole Camp as a Corrections Officer, pending a drug screening, effective July 3, 2023.
2. Approve to hire Charity Smith as a Corrections Officer, pending a drug screening, effective July 3, 2023.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

3. Approve to hire Breona Bivens as a Corrections Officer, pending a drug screening, effective July 3, 2023.

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

**MOTION** was made by Derrick Gatlin and seconded by LaDon Townsend to approve to transfer Beth Gist from Records Tech (Warrants) to Temporary Records Tech (Offender Registry), effective July 3, 2023.

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

**MOTION** was made by LaDon Townsend and seconded by Derrick Gatlin to approve to transfer Jesse Tyler from Dispatcher to Records Tech (Warrants), effective July 3, 2023.

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

**MOTION** was made by Daryl Sammet and seconded by Derrick Gatlin to approve to hire Jeffery Thomas as an Equipment Operator I in District 1, effective July 5, 2023.

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

**MOTION** was made by Derrick Gatlin and seconded by LaDon Townsend to approve job description for Deputy Sheriff Animal Control Officer.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**



**Deputy Sheriff - Animal Control Officer**  
Sheriff's Department

SD20  
GRADE: 16

**JOB SUMMARY**

This position performs law enforcement work involving the protection of life and property, the enforcement of laws, and the investigation of crime and enforcement of animal control ordinances and for the impounding and transport of animals

**MAJOR DUTIES**

- Responds to citizen complaints and emergency calls, including after-hours emergencies; captures and removes stray, uncontrolled, or abused animals from undesirable conditions; investigates reports of animal attacks or animal cruelty; interviews witnesses, collects evidence, and writes reports.
- Issues warnings or citations in connection with animal-related offenses.
- Removes captured animals from animal-control service vehicles and places animals in shelter cages or other enclosures.
- Patrols the county to detect and deter criminal activity and traffic violations and to provide assistance as needed; monitors commercial and residential areas for signs of criminal activity.
- Enforces traffic laws through the issuance of citations and warnings; inspects roadways, bridges, and traffic signals and signs to identify and report hazardous conditions.
- Responds to calls for service, including domestic disputes, assaults, burglaries, traffic accidents, lost or missing persons searches, public service requests, stranded motorists, and others.
- Conducts preliminary investigations into traffic accidents and other incidents, including interviewing victims, complainants and witnesses, gathering information and evidence, and securing crime scenes.
- Apprehends, arrests, and processes offenders, including fugitives; subpoenas witnesses.
- Provides assistance and backup support to other officers and emergency service providers as necessary.
- Completes all required reports and forms, including accident and incident reports and maintains files of animal impoundments and dispositions; enters information to computerized database.
- Prepares cases for prosecution; testifies in court.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

Animal Control Officer, Sheriff's Department  
Page 2

- Educates the public about animal welfare and about animal control laws and regulations.
- Performs related duties.

**KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of relevant federal and state laws, criminal and traffic codes, search and seizure laws, county ordinances, and department policies and procedures.
- Knowledge of county animal control ordinances and of state animal control laws.
- Knowledge of the tools and techniques used in the capture and transport of animals.
- Knowledge of animal behavior.
- Knowledge of National Animal Control Association standards.
- Knowledge of traffic accident investigation techniques and procedures.
- Knowledge of the geography and streets of the county.
- Knowledge of the court system and judicial procedures.
- Knowledge of law enforcement and security principles and practices.
- Skill in the use of computers and job-related software programs.
- Skill in operating police vehicles, firearms, and emergency equipment.
- Skill in the safe capture and transport of animals.
- Skill in interviewing and interrogation techniques.
- Skill in operating radios and communications equipment.
- Skill in operating radar equipment.
- Skill in the training and supervision of personnel.
- Skill in restraining persons without causing physical harm.
- Skill in the provision of customer services.
- Skill in the analysis of problems and the development and implementation of solutions.

# MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023, COMMISSION MEETING

Animal Control Officer, Sheriff's Department  
Page 3

- Skill in oral and written communication.

## SUPERVISORY CONTROLS

The Sheriff Corporal – Animal Control assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the final results.

## GUIDELINES

Guidelines include local, state and federal law, animal control ordinances, and department and county policies and procedures. These guidelines require judgment, selection, and interpretation in application.

## COMPLEXITY/SCOPE OF WORK

- The work consists of varied law enforcement and related animal control duties. Potentially dangerous and life-threatening situations contribute to the complexity of the position.
- The purpose of this position is to enforce animal control ordinances and capture and transport animals to shelter. Successful performance contributes to the enforcement of county ordinances.

## CONTACTS

- Contacts are typically with co-workers, other county employees, pet owners, veterinarians, representatives of animal rescue groups, law enforcement and emergency response personnel, vendors, volunteers, and the general public.
- Contacts are typically to give or exchange information, resolve problems, and provide services.

## PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while intermittently sitting, standing, bending, crouching, walking, or stooping. The employee frequently lifts light and heavy objects, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed in a vehicle, an animal shelter and outdoors, occasionally in cold or inclement weather. The employee may be exposed to noise, dust, dirt, grease, contagious or infectious diseases, irritating chemicals, and potentially dangerous animals. The employee uses protective devices such as masks, goggles, gloves, etc. The work requires the use of specialized law enforcement equipment.

## SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

## MINIMUM QUALIFICATIONS

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

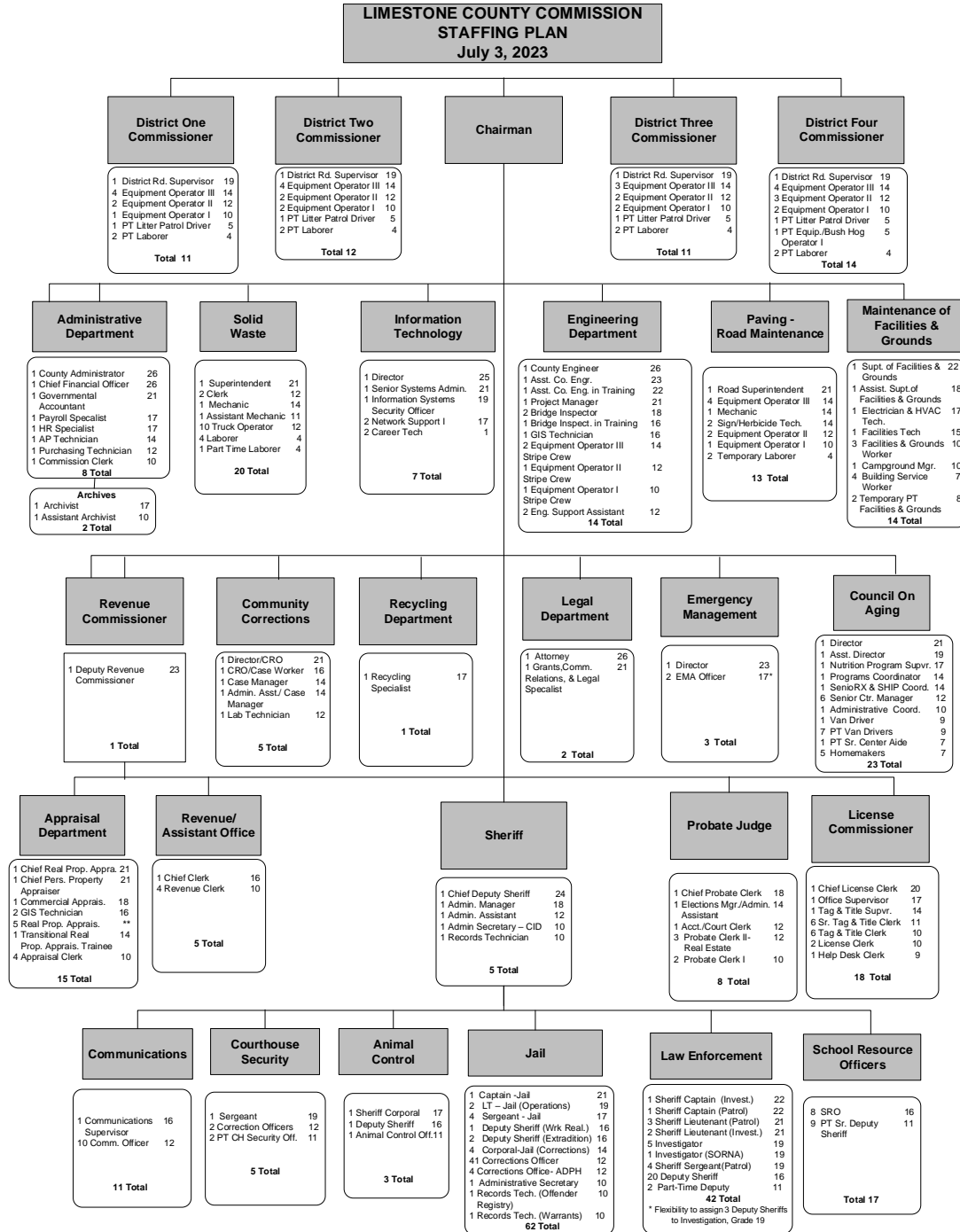
Animal Control Officer, Sheriff's Department  
Page 4

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.
- Ability to meet current requirements set forth by the Alabama Peace Officers Standards and Training Commission.
- Possession of or ability to readily obtain appropriate National Animal Control Association certification.

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

**MOTION** was made by LaDon Townsend and seconded by Derrick Gatlin to amend the Staffing Plan to reflect "5 Investigators" at grade 19. This change adds two additional Investigators to the Staffing Plan.

# MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023, COMMISSION MEETING



\*EMA Officer

10 years' experience & required certifications: 19

\*\*Real Property Appraiser

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

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

Solid Waste Dept. voted 11/22/2022

SW job Descript voted. 1/3/2023

Acct. Specialist voted 1/3/2023

Grants, Comm. Relations, & Legal Spec. voted 1/3/2023

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

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

**MOTION** was made by Daryl Sammet and seconded by LaDon Townsend 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
Allyson Smith	Appraisal Clerk	7/25/2023
Brian Ozier	SRO-FT	7/21/2023
Christopher Green	Deputy Sheriff	7/25/2023
Clayten Pugh	Corrections Officer	7/13/2023
Connie Powers	Corrections Officer	7/8/2023
Dustin Baucom	Corrections Officer	7/21/2023
Gary McNatt	Sheriff Caption (Patrol)	7/18/2023
Jamie Ezell	Appraisal Clerk	7/25/2023
Jesse Gibson	Deputy Sheriff Assigned to Investigations	7/6/2023
Maggie Settle	Courthouse Security	7/11/2023
Makayla Kennedy	Real Property Appraiser Trainee	7/5/2023
Michael Boyles	SRO	7/5/2023
Michelle Burns	Appraisal Clerk	7/21/2023
Teresa Hall	Appraisal Clerk	7/7/2023

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

**MOTION** was made by Danny Barksdale and seconded by Daryl Sammet to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Briarpatch Subdivision Addition No. 3	Major	Preliminary	44	2	East side of Wells Rd south of Ed Ray Rd
Chapel Hill Phase 2	Major	Preliminary	35	1	West side of Yarbrough and north of Quarry Rd
East Limestone Road Commercial Subdivision	Minor	Preliminary & Final	1	2	East side of E. Limestone Rd south of Keeton Dr
Rose 72 Subdivision	Minor	Preliminary & Final	4	4	North east corner of the intersection of Hwy 72 and Sledge Rd



**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

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

**MOTION** was made by Derrick Gatlin and seconded by LaDon Townsend to rescind the approval for Briarpatch Subdivision Addition No. 1 – replat of Lots 59 – 64. This Minor Subdivision was given approval on March 20, 2023. There is a Letter in the file explaining this request and the changes for relocating the Lot lines for Lots 59 & 60 that have been resubmitted:

Name	S/D Type	Approval Type	Lots	District	Location
Briarpatch Subdivision Addition No. 1 – replat of Lots 59 & 60	Minor	Preliminary & Final	2	2	East side of Wells Rd at the end of Cottontail Lane

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

**MOTION** was made by Danny Barksdale and seconded by LaDon Townsend to approve to remove the following inventory:

Department	Item	Serial #
Probate	Cannon Copier (32451)	JHW44653
Probate	HP Laser Jet P4014dn	JPDF024421

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

**MOTION** was made by Derrick Gatlin and seconded by Danny Barksdale to approve to sell the following on GovDeals:

Department	Item	Serial #
EMA	Satellite for (Command Post FY16)	18928

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 3, 2023,  
COMMISSION MEETING**

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

Commissioner Sammet expressed gratitude to the paving crew, District 1 employees, and his fellow Commissioners for taking care of things while he has been out sick.

Commissioner Gatlin asked residents to please remove containers from the side of the road that were used to store garbage cans, and if the containers are not removed, District 3 will be removing the containers from the right-of-way.

Commissioner Townsend gave an update regarding the paving on Easter Ferry Road and thanked the paving crew for a job well done. Commissioner Townsend asked for prayers for Talbot Elkins.

Chairman Daly wished everyone a safe and Happy Fourth of July. Chairman Daly also commended Department Heads for their interest in county government and attendance at the meetings.

Recessed until 1:30 for Budget Hearings.

Budget Hearings were conducted.

Adjourned at approximately 3:30 p.m. until 9:00 a.m. on Monday, July 17, 2023, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.