

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today at 9:45 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. Chairman Collin Daly presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of July 17, 2023.

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 Derrick Gatlin and seconded by Danny Barksdale to approve the following claims:

7/21/2023	0070634 - 0070688	\$ 345,500.89
7/28/2023	0070689-0070753	\$ 2,152,332.27
7/31/2023	0070754-0070778	\$ 105,074.54
	TOTAL	\$ 2,602,907.70

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. 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 approve a resolution to display the national motto "In God We Trust" in the Limestone County Commission Chambers and in the conjunction with the Limestone County seal.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
COMMISSION MEETING**

LIMESTONE COUNTY COMMISSION RESOLUTION

A RESOLUTION APPROVING AND SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO
“IN GOD WE TRUST” IN THE LIMESTONE COUNTY COMMISSION CHAMBERS AND IN
CONJUNCTION WITH THE LIMESTONE COUNTY SEAL

WHEREAS, “In God We Trust” became the United States national motto on July 30, 1956,
shortly after our nation led the world through the trauma of World War II; and

WHEREAS, the words have been used on U.S. currency since 1864; and

WHEREAS, the same inspiring slogan is engraved above the entrance to the Senate Chamber as
well as above the Speaker’s dais in the House of Representatives at the United States Capitol Building;
and

WHEREAS, in both war and peace, these words have been a profound source of strength and
guidance to many generations of Americans; and

WHEREAS, Limestone County desires to display this patriotic motto in the Limestone County
Commission Chambers as a way to solemnize public occasions and express confidence in our society.

NOW, THEREFORE, be it RESOLVED by the Limestone County Commission that the
following is PASSED, APPROVED, AND ADOPTED:

That the Limestone County Commission does hereby determine that the historic and patriotic
words of our national motto, “In God We Trust,” shall be permanently and prominently displayed in the
Limestone County Commission Chambers at the Courthouse Annex and in conjunction with the Seal of
Limestone County.

Done this _____ day of _____, 2023.

Collin Daly, Chairman

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 Daryl Sammet and seconded by Derrick Gatlin to approve a
resolution to move the August 21, 2023, work session and meeting to August 18, 2023,
beginning at 9:00 a.m.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
COMMISSION MEETING**

RESOLUTION

WHEREAS, Limestone County Commission holds its regular scheduled Commission work session and meetings on the first and third Monday of each month; and

WHEREAS, said meetings are held at the Clinton Street Courthouse Annex, 100 S. Clinton Street, Athens, AL 35611, beginning at 9:00 a.m.

THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION to change the Commission work session and meeting from 9:00 a.m. on Monday, August 21, 2023, to 9:00 a.m. on Friday, August 18, 2023.

ADOPTED this 7th day of August 2023.

Collin Daly, Chairman

ATTEST:

Ellen Morell, Administrator

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 Danny Barksdale to approve a service agreement between TriHaz Solutions and the Limestone County Jail for medical waste disposal.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
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Service Agreement



Start Date 07/29/23
 Customer #
 Sales ID

Services to be Provided				
Regulated Medical Waste Disposal	Pharmaceutical Waste Disposal	Document Destruction	Medical Products	Other
<input checked="" type="checkbox"/>				

Quantity	Description	Frequency	Container	Rate/Unit
1	28 Gallon RMW	180 DAYS	70L	60.00

Location Office Hours				
Monday	Tuesday	Wednesday	Thursday	Friday

Special Instructions

<p>Billing Address</p> <p>Name <u>Limestone County Commission</u></p> <p>Add <u>310 W. Washington St.</u></p> <p>City <u>Athens</u> ST <u>AL</u> Zip <u>35611</u></p> <p>Contact <u>Ramona Robinson</u></p> <p>Email <u>ramona.robinson@limestonecounty-al.gov</u></p> <p>Phone <u>256-233-1400</u></p> <p>Recurring Payment Form <input type="checkbox"/></p>	<p>Service Address</p> <p>Name <u>Limestone County Sheriff's Office</u></p> <p>Add <u>101 W. Elm St.</u></p> <p>City <u>Athens</u> ST <u>AL</u> Zip <u>35611</u></p> <p>Contact <u>Tammy Waddell, Captain</u></p> <p>Email <u>tammy.waddell@limestonesheriff.com</u></p> <p>Phone <u>256-233-0111</u></p> <p>DISPOSAL SITE <u>TriHaz Solutions</u></p> <p>FUEL SURCHARGE INDEX <u>5%</u></p> <p>MAX WEIGHT <u>50 LBS</u></p> <p>CUSTOMER INFORMATION</p> <p>P.O. #</p>
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The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement, will comply with the TriHaz Waste Acceptance Policy, and he or she has the authority to sign this Agreement on behalf of the Customer.


 Customer Signature


 Company Signature

Approved
8/7/2023
 Date

 Terms: Net 20 Days
07/29/23
 Date

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023, COMMISSION MEETING

TERMS AND CONDITIONS

SERVICES. Customer grants to TriHaz Solutions, LLC ("Company") the exclusive right to collect, transport, treat and dispose of all of Customer's Regulated Medical Waste (as defined herein) at the agreed service locations, and Company agrees to perform such services as set forth herein.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE START DATE OF THIS AGREEMENT AND CONTINUE FOR A TERM OF THREE (3) YEARS. UPON EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW UNDER THE SAME TERMS AND FOR AN ADDITIONAL THREE (3) YEAR PERIOD, UNLESS THE CUSTOMER GIVES COMPANY NOTICE OF TERMINATION AT LEAST 90 DAYS PRIOR TO THE TERMINATION OF THE THEN-EXISTING TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND ACTUALLY RECEIVED BY COMPANY.

REGULATED MEDICAL WASTE SERVICES. The "Regulated Medical Waste" shall have the meaning defined by 49 CFR 173.134, and shall not contain any hazardous materials, hazardous wastes or hazardous substances; radioactive wastes; contaminants; toxic substances; or any other waste that could be categorized as "hazardous" collectively, "Excluded Waste", under applicable laws, regulations and/or the TriHaz Waste Acceptance Policy (TWAP). Customer shall ensure and warrant that no Excluded Waste is placed in any of Company's or Customer's Regulated Medical Waste containers placed at Customer's facilities that will be loaded into Company's vehicle, and Company shall not be required to inspect any waste placed in such containers. Customer shall comply with the TWAP, which is specifically incorporated herein and is subject to change or modification by Company at any time in its discretion.

TITLE. Company shall acquire title to Regulated Medical Waste when they are fully loaded into Company's vehicle. Customer shall have title to Regulated Medical Waste at all prior time. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. All Regulated Medical Waste shall be accompanied by a legally compliant manifest in accordance with 49 CFR 172.202. Company may refuse containers that are determined to be non-conforming as identified in the TWAP.

SUBCONTRACTOR. Company may outsource certain aspects of its obligations under this Agreement through subcontractors. Company shall remain primarily responsible to Customer for performance of its obligations under this Agreement.

PAYMENT. Customer shall pay Company for the services and container furnished by Company at the rates provided in this Agreement. In addition, Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees, delivery fee, no pick up fees, closed office fee, over-pack fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by applicable law. Without limiting the foregoing, Customer shall pay Company: (a) a NSF fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer invoice is due upon receipt. If Customer shall fail to pay Company within 30 days after the date of Company's invoice, Customer shall pay to Company interest on any delinquent payment from the due date until paid, at the lesser of the maximum rate or interest allowed by law or 1 1/2% per month. Customer shall also pay Company all costs and expenses incurred by Company in collection efforts, including a reasonable attorney's fee. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for Medical Care; (d) average volumes of Customer's Regulated Medical Waste Materials above the average volume for similar generators or maximum weight upon which the rates provided in this Agreement are based as indicated on the front of this Agreement (if maximum weight is not stated on front, weight shall be 50 LBS); (e) treatment costs; or (f) Company's costs due to changes in applicable state, federal or local laws and regulations. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices including payment of the invoice.

SERVICE CHANGES. The parties may agree to change the type, size or number of containers, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices including payment of the invoice. Delivery and pick up fees may apply to container changes made by the parties. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services. Customer hereby represents, warrants and agrees that, so long as this Agreement is in effect, Customer and its facilities are in compliance with applicable laws, and possess all necessary licenses, certificates and standards. Upon request by Company, Customer shall provide evidence of such licenses, certificates and standards.

RESPONSIBILITY FOR EQUIPMENT ACCESS. Any container or equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such container or equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the container). Customer shall use the container only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the container. Customer shall provide safe, unobstructed access to the container(s) on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 45 days after the date of Company's invoice or Customer is otherwise in breach of this Agreement, Company shall have the right, without notice to Customer and without terminating this Agreement, to suspend collecting, treating and disposing of Regulated Medical Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by applicable law. If Company suspends service for any reason including expiration, termination or Customer breach of this Agreement, Company may remove its containers on Customer site.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue; (b) if Company determines, in its sole discretion, that doing business with Customer could be harmful or risky to Company's employees, equipment or reputation; (c) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach. In addition, Company shall have the right to terminate this Agreement at the end of the initial term or any renewal term providing written notice to Customer.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), then in addition to any other rights or remedies of Company under this Agreement or applicable law, Customer shall pay Company an amount equal to the most recent full month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Additional container pick up charges shall apply to a terminated Agreement. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

INDEMNITY. Customer shall indemnify, defend and hold harmless Company from and against all claims, damages, suits, penalties, fines and liabilities arising from either (i) any breach by Customer of this Agreement, or (ii) any injury, death, loss or damage to persons, property (including the equipment) or environment arising out of Customer's use, operation or possession of any containers. The indemnity provided in this paragraph shall survive the termination of this Agreement.

ASSIGNMENT AND BENEFIT. This Agreement shall not be affected by any changes in the Customer's service address if such new address is located in Company's service area. This Agreement shall be binding on the parties and their successor and assigns. No assignment or delegation of the rights, duties or obligations hereunder shall be made without the mutual written consent of the parties hereto. Notwithstanding the foregoing, Company retains the right to assign all rights, duties or obligations in this Agreement or delegate its performance in whole or in part, without Customer's consent, to any entity designated by Company.

RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any competing offer to that the Customer receives related to services provided under this Agreement.

EXCUSED PERFORMANCE. Company shall not incur any liability to Customer on the account of any loss or damage resulting from any delay or failure to perform all or any part of the Agreement if such delay or failure is caused by events, occurrences, or causes beyond the control of the parties, including without limitation, acts of God, earthquakes, floods, hurricanes, tornados, riots, protests, strikes, lockouts, industrial disturbances, fire and explosions.

DAMAGES. COMPANY SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS. IN NO EVENT SHALL COMPANY'S LIABILITY HEREUNDER EXCEED THE PAYMENTS MADE BY CUSTOMER HEREUNDER DURING THE PRECEDING SIX-MONTH PERIOD.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, Company shall be entitled to recovery, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Regulated Medical Waste. Customer agrees that the terms and charges on this Agreement and other provisions included in this Agreement shall remain confidential, except as otherwise may be required by law. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. This Agreement shall be governed by the laws of the state of Alabama.

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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 Danny Barksdale and seconded by LaDon Townsend to approve the Limestone County Community Corrections to apply for a grant from the Administrative Office Courts, to implement a Veteran's Treatment Court.

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 Danny Barksdale to approve to enter into a (24) twenty-four-month lease agreement with John Deere Financial for a governmental lease of a 60G compact excavator utilizing Sourcewell Cooperative bid.

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 LaDon Townsend and seconded by Derrick Gatlin to approve a Long-term Detention Subsidy Contract between Limestone County and the Alabama Department of Youth Services.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
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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 County for the period October 1, 2023 through September 30, 2024.
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:

Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

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

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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 Derrick Gatlin and seconded by LaDon Townsend to approve a MOU with Athens State University to allow employees, employees' parents, spouses, and children to receive a 10% tuition discount on all classes and waiver of the Application Fee.



**ATHENS STATE
UNIVERSITY**



LEARNING PARTNERSHIP BETWEEN ATHENS STATE UNIVERSITY & LIMESTONE COUNTY COMMISSION

MEMORANDUM OF UNDERSTANDING

(This MOU is not a legally binding contract and may be cancelled at any time without penalty or recourse)

About the Institution: Athens State University, located in Athens, Alabama, is Alabama's oldest educational institution, founded in 1822, and provides both modern and traditional methods of instruction. The University is regionally accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

Limestone County Commission wishes to offer educational opportunities to its employees/members by becoming an **Athens State University** Learning Partner. This partnership is designed to assist Learning Partner employees/members in achieving their educational goals in career appropriate disciplines through accessible online and traditional classroom platforms and affordable, low cost tuition structure.

- A. Learning Partner benefits include:
- 10% tuition discount on all classes and waiver of the Application Fee. This benefit extends to parents, spouses and children of the Learning Partner employee/member.
 - A complimentary evaluation of previously earned educational credits and training/professional certifications/portfolio for consideration of transfer credit.
 - Complimentary access to our lab tutors/specialists in our statistics, math and writing centers.
 - Featured as a Learning Partner on the Athens State University [Learning Partners](#) website.
 - Partnership applies to all programs including certificates, adult degree completion, and graduate degrees.
- B. Learning Partner benefits may also include:
- Designation of the Learning Partner name on the Athens State University website and University marketing materials.
 - Display of the Learning Partner's logo (if provided) on the Athens State University website and University marketing materials.
 - Feature articles of the Learning Partner through press releases and marketing campaigns.
 - Complimentary access to Career Services to advertise employment and internship opportunities.
 - Scheduled presentations (i.e., webinars and other communication forums) to promote the benefits to Learning Partner employees/members.
 - Discounts on Continuing Education training and learning opportunities through the Center for Lifelong Learning.

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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 Daryl Sammet to approve to enter into a service contract with Schindler Elevator for 3 years for maintenance on elevators.

DocuSign Envelope ID: 4FBE9595-4381-43B2-B7AA-B946CD73B853

Schindler Elevator Corporation
2721 6th Ave S,
Birmingham, AL 35233
PHONE:

07/05/2023

Company Name:
Building Address Limestone County Courthouse

200 W Washington St
Athens AL 35611

Attn: Ellen Morell

At Schindler Elevator we are always trying to find ways to invest long term in our customers. We would like to offer the following discounts should you be willing to extend our mutually beneficial relationship for the corresponding Value Term.

The following Value Term discounts are available should you choose to extend the term of contract [**4100082872**] to one of the following Value Terms:

<u>Value Terms</u>	<u>Discount</u>	<u>Selection</u>
3 additional years	3%	<input checked="" type="checkbox"/>
5 additional years	5%	<input type="checkbox"/>
7 additional years	7%	<input type="checkbox"/>
10 additional years	10%	<input type="checkbox"/>

Client: _____
Name (Please Print) Signature Date

Schindler: _____
Name (Please Print) Signature Date

By selecting one of the above Value Terms, you agree that this contract will automatically renew for another period equal to the selected Value Term unless given a ninety (90) day notice. At the end of the initial or any subsequent Value Term, either party may terminate the agreement or shorten the term of the agreement with a ninety (90) day notice. Shortening the term of the agreement in subsequent renewals to less than five (5) years will negate any applicable Value Term discount.

Should this contract be terminated for any reason prior to the expiration of the initial or any subsequent Value Term, you agree to pay us the full amount of discount received during the current Value Term. This is in addition to and not in lieu of any other terms and conditions within your original contract. Extending the length of your current agreement may make your equipment eligible for free software upgrades as they are released!

The discounted pricing will take effect starting from the month following the execution date of this addendum.

If you have any questions, please do not hesitate to contact me!

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

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve to apply for a \$5,000.00 grant through the Walmart Community Grant Program for the Limestone County Sheriff to purchase a K-9. There is no county match.

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 LaDon Townsend to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
District 2	111-53300-549	Other Equipment	+\$378,900.00
	111-35910-200	Budgetary Fund Balance	-\$378,900.00
District 4	111-53500-212	Fuel & Lubricants	+\$30,000.00
	111-41220-400	County Gas Tax	-\$30,000.00
Recycling	104-54151-550	Motor Vehicle	+\$30,000.00
	104-35910	Budgetary Fund Balance	-\$30,000.00

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 LaDon Townsend and seconded by Danny Barksdale to

1. Approve to hire Bradley Nathaniel Broadway Jr. as a Deputy Sheriff (Extradition), effective 8/16/2023, pending a drug screening.
2. Approve to hire James Caleb Johnson as a Deputy Sheriff, effective 8/7/2023, pending a drug screening.
3. Approve to hire Preston Tyler Green as a Deputy Sheriff (Extradition), effective 8/7/2023, pending a drug screening.
4. Approve to hire Kenneth Ray Andrews Jr. as a Deputy Sheriff, effective 8/7/2023, pending a drug screening.
5. Approve to transfer Nikolas Konnar Hinton from a Corrections Officer to a Dispatcher, effective 8/7/2023.

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6. Approve to transfer Curtis Boyd from a Corrections Officer to a Patrol Deputy, effective 8/7/2023.
7. Approve to transfer Rolan Hipolito from a Corrections Officer, to a Patrol Deputy, effective 8/7/2023.
8. Approve to transfer Justin Smith from a Patrol Deputy, to a School Resource Officer, effective 8/7/2023.
9. Approve to transfer Jake Abernathy from a Patrol Deputy Assigned to Investigations to an Investigator, effective 8/7/2023.
10. Approve to transfer Jesse Gibson from a Patrol Deputy Assigned to Investigations to an Investigator, effective 8/7/2023.
11. Approve to hire Matthew Wigginton as a Corrections Officer, effective 8/7/2023, pending a drug screening.
12. Approve to transfer Richard Clanton from Patrol Sergeant to Patrol Lieutenant, effective 8/7/2023.
13. Approve to transfer Daniel Craig from Patrol Lieutenant to Patrol Captian, effective 8/7/2023.

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

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve the Transitional Emergency Management Officer job description and add position to the Staffing Plan under EMA.

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Transitional Emergency Management Officer
Emergency Management Agency

EMA/3
Grade 17

JOB SUMMARY

This position assists in managing the operations of the Emergency Management Agency.

MAJOR DUTIES

- Assists in coordinating disaster response; assists in the coordination of emergency responders and resources; activates emergency notification and public warning systems.
- Assists in the coordination of recovery efforts following disasters; assists in determining resource needs; coordinates damage assessments and logistics.
- Maintains the Radiological Emergency Preparedness (REP) plan, standard operating guides, and checklists; coordinates with school and special facilities to ensure RFP plans are in place; identifies individuals with access and functional needs; ensures plans are in compliance with applicable state and federal requirements.
- Conducts operational checks for EMA equipment, including generators and audio-visual equipment; conducts tests of communications systems in the EOC; ensures operational readiness of the mobile command post; maintains county storm shelters and sirens; conducts monthly tests of radiological monitoring equipment; conducts checks of Browns Ferry Nuclear Plant evacuation route signs.
- Provides information to the public during disaster and recovery; makes presentations to civic organizations, schools, and other community groups; distributes pamphlets, flyers, and other educational materials; disburses information via the news media and social media outlets.
- Completes Emergency Management Performance Grant (EMPG) budget request and workplan; completes quarterly EMPG reports; completes REP budget request and quarterly reports; assists EMA Director in determining budget needs and expenditure requirements.
- Determines exercise objectives; develops exercises; develops and After Action Report consisting of corrective action items; coordinates with Alabama EMA, FEMA, and REP counties to ensure REP exercise readiness; ensures exercises are conducted according to applicable state and federal requirements.
- Attends training to advance education in emergency management; coordinates with responders to determine training needs; coordinates needed training; ensures responders with REP responsibilities are trained to meet REP requirements.

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Emergency Management Officer, EMA
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- Works with EMA Director to determine county mitigation needs; assists in the completion of mitigation grant applications; completes quarterly mitigation grant reports.
- Develops and maintains plans, standard operating guides, and checklists; coordinates with local, state, and federal partners to ensure plans are workable; maintains a list of available resources; ensures plans and procedures are in compliance with local, state, and federal requirements and guidelines.
- Oversees the safety program in accordance with county risk services.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of emergency management principles and practices.
- Knowledge of budget management principles.
- Knowledge of grant management principles.
- Knowledge of relevant federal, state and local regulations.
- Knowledge of computer and job-related software programs.
- Skill in planning, organizing, analyzing, decision making, and problem solving.
- Skill in exercising judgement, decisiveness, and creativity in situations involving evaluation of information against measurable or verifiable criteria.
- Skill in the interpretation of instructions, rules, policies, procedures, codes, and regulations.
- Skill in public relations.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The EMA Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include local, state and federal laws; federal and state plans and guidance documents; federal funding requirements; and department policies and procedures. These guidelines require judgment, selection, and interpretation in application.

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Emergency Management Officer, EMA
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COMPLEXITY/SCOPE OF WORK

- The work consists of varied administrative and emergency management duties. The necessity of responding to complex emergency and disaster situations contributes to the complexity of the position.
- The purpose of this position is to assist in coordinating the county's emergency management operations. Successful performance contributes to the efficient and effective government response to disasters.

CONTACTS

- Contacts are typically with department personnel, other county employees, representatives of emergency response agencies, representatives of other government agencies, and members of the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate persons.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, walking, bending, crouching, or stooping. The employee frequently lifts light and occasionally heavy objects and distinguishes between shades of color.
- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. Work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to a high school diploma.
- 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.
- Certification in the operation of radiological equipment.
- Certification in the National Incident Management System.

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.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
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MOTION was made by LaDon Townsend and seconded by Derrick Gatlin 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
Amanda Beth Krout	Records Tech (Offender Registry)	8/2/2023
Austin Nicholas Pack	Corrections Officer	8/16/2023
Charlie McMeans	Bridge Inspector	8/18/2023
Cheyenne Faith Legg	Corrections Officer	8/26/2023
Christian Brooke Rollins	Network Support Specialist	8/29/2023
Christie Partridge	Chief License Clerk	8/24/2023
Dylan Legg	Sheriff's Office	8/18/2023
Ethan Wilson	Corrections Officer	8/26/2023
Jamison Johnson	Corrections Officer	8/16/2023
Jason Pendergrass	Deputy Sheriff-SRO	8/23/2023
Kandace Wilson	Deputy Sheriff	8/19/2023
Mark Heard	Sargent-Jail	8/24/2023
Melissa Calvert	Probate Clerk I	8/15/2023
Mollie Hamilton	Tag & Title Clerk	8/25/2023
Patrick Allynn Griffin	Case Manager	8/23/2023
Teresa Hartzog	Commercial Appraiser	8/3/2023
Tracy Shehorn	Corrections Officer	8/16/2023

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 LaDon Townsend to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Thomas – Highway 251 Subdivision	Minor	Preliminary & Final	3	1	East side of Hwy 251 just north of Sweet Springs Rd
Autumn Woods Phase 1	Major	Preliminary	42	2	North side of Hsv. Brownsferry just west of the intersection with Bowers Rd
Southern Gayles Estates	Major	Final	38	1	South side of Bain Rd just east of the intersection with Mooresville Rd

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
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Briarpatch Subdivision Addition No. 2	Major	Final	11	2	East side of Wells Rd just south of Ed Ray Rd
Craft Springs	Major	Final	130	2	North side of Craft Rd and east of Mooresville Rd
Brownsferry Village Subdivision Phase 1	Major	Final	70	2	Just off Gray Rd at the end of Henry Clay Dr
Legacy Grove Addition No. 12	Major	Final	59	2	East side of Mooresville Rd

The Chairman asked if there was any discussion. Marc Massey stated that Autumn Woods Subdivision meets the subdivision regulations. 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 Danny Barksdale to approve to sell the following on GovDeals:

Department	Item	Inventory #	Serial #
EMA	Kohler Power System Transfer Switch	n/a	n/a
EMA	Kohler System 2000 ECM (Fuel Pump)	n/a	n/a
EMA	Avtron Load Bank	n/a	n/a

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 Daryl Sammet and seconded by Danny Barksdale to approve to remove the following from inventory:

Department	Item	Inventory #	Serial #
District 1	Ford F250	9953111	1FTSW21R19EA42015
EMA	Copier (The Liocce Group)	4728	
EMA	Rescue Equipment	4738	n/a

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
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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 LaDon Townsend and seconded by Derrick Gatlin to approve to transfer the following inventory:

Transfer from	Transfer to	Item	Inventory or Serial #
EMA	Maintenance	2011 Ford Expedition	

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 Danny Barksdale and seconded by Derrick Gatlin to approve for cemetery trustees for Ripley Cemetery, 12144 Friend Road, Athens, to expand said cemetery at the recommendation of the Limestone County Health Department. County shall not be responsible for expansion or maintenance cost.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
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SCOTT HARRIS, M.D., M.P.H. • STATE HEALTH OFFICER

LIMESTONE COUNTY HEALTH DEPARTMENT

July 20, 2023

Roy A. Black
10527 Ripley Rd.
Athens, AL 35611

Dear Mr. Black:

The Limestone County Health Department recommends for use of the Ripley Cemetery Addition 3 located at 12144 Friend Road, Athens, Limestone County, AL by virtue of the Public Health Laws of Alabama.

This recommendation is based on the submitted documentation received by the Limestone County Health Department on July 10, 2023 as well as a site evaluation conducted on July 18, 2023. It is contingent upon the following guidelines for burial plot location:

No Subsurface plots shall be developed:

1. Closer than 35 feet from any property boundary.
2. Closer than 100 feet from any private well.
3. That requires interment closer than 1 foot above seasonal or actual groundwater.
4. That will not allow for a minimum of 18 inches of earth cover.
5. Within 25 feet of surface drainage features.
6. Within 50 feet of surface waters.
7. Within a flood prone area, swamp, marsh, or wetland.
8. With a finish grade greater than 25%.
9. In areas with one or more instances of ground subsidence.

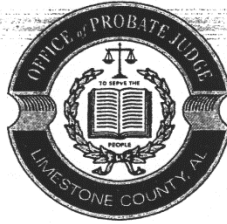
Sincerely,

Sonia M. Johnson
Public Health Senior Environmentalist
Limestone County Health Department

Tony Black
256-497-7770

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
COMMISSION MEETING**

100 SOUTH CLINTON STREET
SUITE D
ATHENS, AL 35611



phone 256-233-6427
fax 256-233-6474

MEMORANDUM

TO: Collin Daly, Limestone County Commission Chairman
Ellen Morell, Limestone County Administrator
Limestone County Health Department

COPY: Roy A. Black
c/o Tommy Mitchell, Athens Land Surveying Co.

FROM: Charles C. Woodroof
Probate Judge

DATE: August 25, 2022

RE: Ripley Cemetery

MESSAGE:

Pursuant to Section 22-20-4, Code of Alabama (1975, as amended), included with this Memorandum please find a petition/application filed in the Probate Court of Limestone County, Alabama on August 24, 2022 by Roy A. Black, as representative of Ripley Cemetery, for permission to expand the existing cemetery at Ripley Cemetery.

In accordance with said Code Section, the Probate Court awaits the report of the Limestone County Health Department following its investigation.

TO SERVE THE PEOPLE

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve an allocation in the amount of \$56,000.00 to CEOTA Nonprofit to be used in the relocation of the Horton Family House to Old Town Decatur, Alabama. The Commission finds that the allocation will service a good and proper public purpose.

STATE OF ALABAMA

LIMESTONE COUNTY

Contract for the Donation of Funds to
CEOTA Nonprofit

This agreement made and entered into this day by and between Limestone County, a body corporate and CEOTA Nonprofit, an Alabama non-profit corporation.

1. Subject to further terms and provisions of this agreement, the County agrees to donate to CEOTA Nonprofit the sum of **Fifty-Six Thousand Dollars and 00/Cents (\$56,000.00)** in a lump sum or in such installments as may be convenient to Limestone County. Such payment or payments are to be made during the fiscal year which begins October 1, 2022.
2. CEOTA Nonprofit agrees to use this money in its efforts to relocate the Horton Family house to Old Town Decatur, Alabama.
3. Limestone County further agrees to permit CEOTA Nonprofit or its agents or employees to conduct tree clearing and trimming inside the County's right of way of any Limestone County road which will be utilized for the relocation of the Horton Family house.
4. CEOTA Nonprofit agrees to permit reasonable access to Limestone County or its auditors during its normal business hours and upon reasonable notice to inspect the books and records of CEOTA Nonprofit so that Limestone County and its auditors can verify to a degree of reasonable assurance that the funds donated, pursuant to this agreement, have been utilized for the purposes herein stated.

IN WITNESS THEREOF, the parties have hereunto set their hands and seal this 7th day of August, 2023.

Limestone County

BY: _____
Collin Daly
Chairman

CEOTA Nonprofit

BY: _____
David Breland
Director

Approved by the Limestone County Commission on August 7, 2023.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 7, 2023,
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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, nay. Motion carries three to one.

Commissioner Sammet gave an update regarding the current bridge that is out in District 1.

Commissioner Barksdale discussed the positive effects of developing the subdivision regulations in Limestone County and said that it is protection for the citizens.

Commissioner Gatlin addressed storm damage and thanked citizens and volunteer fire departments for helping clear storm debris.

Commissioner Townsend gave paving update on School House Road and urged citizens to watch for bush hog tractors on the side of roads.

Chairman Daly thanked the Sheriff for allowing them to move the Piney Chapel Tractor Club to the rodeo arena. Chairman Daly also expressed his appreciation for the letters and drawings received by the patients of the Mental Health Center.

Adjourned at 10:07 a.m. until 9:00 a.m. on Friday, September 18, 2023, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.