

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 2023,  
COMMISSION MEETING**

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

Present: Daryl Sammet, 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 LaDon Townsend to approve the minutes of September 18, 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 Derrick Gatlin to approve the following claims:

9/15/2023	0071248-0071314	\$ 382,833.14
9/19/2023	0071315-0071316	\$ 1,031.58
9/22/2023	0071317-0071373	\$ 677,208.02
9/22/2023	0071374	\$ 1,248.50
	<b>TOTAL</b>	<b>\$ 1,062,321.24</b>

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

**MOTION** was made by Daryl Sammet and seconded by Danny Barksdale to approve a Supplemental Resolution on School Tax.

**ADDITIONAL PROCEEDINGS PERTAINING TO THE REQUEST FOR AND CALL OF  
A SPECIAL ELECTION ON THE CONTINUANCE AND RENEWAL OF THE 1 MILL  
COUNTYWIDE SCHOOL TAX IN THE COUNTY**

*Motion was made by Commissioner Daryl Sammet and seconded by Commissioner Danny Barksdale that the following resolution and order be adopted by the Limestone County Commission.*

BE IT RESOLVED, ORDERED, AND DECREED by the Limestone County Commission (the "Commission") as follows:

Section 1. Findings.

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(a) At its regular meeting on September 18, 2023, the Commission adopted a Resolution concerning the request for and call of a special election on the continuance and renewal of the 1 mill county wide school tax, being more specifically an election on the question of whether the Commission shall be authorized to renew and continue the annual levy, for a period of twenty (20) consecutive years beginning with the levy for the tax year that will begin on October 1, 2025 (for which first tax year taxes will become due and payable on October 1, 2026), a special ad valorem tax for public school purposes in Limestone County at the rate of 1 mill on each dollar of the assessed value of taxable property in said County, being the tax that was originally authorized and provided for Section 269 of Article XIV of the *Constitution of Alabama*, it being intended that the said special tax to be voted on at the said election shall constitute a renewal and continuation of said tax, and shall not constitute an increase in the rate of taxation presently authorized in said County.

(b) The request for the special election was supported by a petition signed by in excess of 200 persons who represented to be qualified electors and freeholders of Limestone County, as required by Article 8 of Chapter 13 of Title 16 of the *Code of Alabama*, including but not limited to § 16-13-160 of the *Code of Alabama*.

(c) The names and signatures on the said petition were checked against the roll of the qualified electors of Limestone County, and it was determined that there were in excess of 200 qualified electors as signatories of the petition. The same were also checked against the property tax rolls of Limestone County. Because, as it is commonly known, the tax rolls of Limestone County do not always precisely align with the names of individuals as shown in the deed records recorded in the records of the Probate Judge of Limestone County, Alabama, it was not clear that some of the signatories were also freeholders.

(d) As such, in order to resolve any such question, the petition was supplemented with the names and signatures of additional persons who also qualified electors of Limestone County are and on the tax rolls of Limestone County, so as to demonstrate beyond any reasonable doubt that there are well in excess of 200 freeholders who signed the petition calling for the special election of the 1 mill county wide school tax.

Section 2. Ratification of Prior Resolution. Accordingly, the Resolution adopted by the Commission at its regular meeting on September 18, 2023, pertaining to the request and call for a special election on Tuesday, December 5, 2023, on the continuance and renewal of the 1 mill countywide school tax in Limestone County, Alabama, is hereby restated in full, as if set forth in its entirety herein, and is ratified and approved by this Commission.

Section 3. Typographical Correction. Section 5 (Form of Ballot) of the Resolution adopted by the Commission at its regular meeting on September 18, 2023, contained a typographical error with respect to the phrase on the title of the Official Ballot beginning with "SPECIAL ELECTION". That phrase is amended and restated as follows: "SPECIAL ELECTION FOR RENEWAL AND CONTINUATION OF LEVY OF A ONE MILL COUNTYWIDE PUBLIC-SCHOOL TAX".

*The Chairman asked if there was any discussion of the proposed motion. There was no discussion. The Chairman called the roll for a vote.*

*County Commission Daryl Sammet voted in the affirmative.  
County Commissioner Danny Barksdale voted in the affirmative.  
County Commissioner Derrick Gatlin voted in the affirmative.  
County Commissioner LaDon Townsend voted in the affirmative.*

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*The Chairman thereupon declared that the said motion for the adoption of the said resolution and order had been approved unanimously and adopted.*

DONE this 2nd day of October 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 LaDon Townsend to approve a resolution for participation in the 2024 Severe Weather Preparedness Tax Holiday (February 23-25, 2024).

*Limestone County Commission*

*Chairman  
Collin Daly*

*Administrator  
Ellen Morell*



1010-23  
*Commissioners:  
Daryl Sammet  
Danny Barksdale  
Derrick Gatlin  
LaDon Townsend*

**RESOLUTION**

**PROVIDING FOR LIMESTONE COUNTY'S  
PARTICIPATION IN THE "SEVERE WEATHER PREPAREDNESS TAX HOLIDAY"  
AS AUTHORIZED BY ACT NO. 2012-256**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature Enacted Act No. 2012-256, which provides an exemption of the state sales and use tax for certain "covered items" purchased related to severe weather preparedness during the first full weekend of July 2012 and the last full weekend of February in subsequent years; and

WHEREAS, Act No. 2012-256 authorizes the county commission to provide for an exemption of county sales and use taxes for certain items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty (30) days prior to the last full weekend of February in subsequent years; and

WHEREAS, the Limestone County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2012-256, beginning at 12:01 a.m. on Friday, February 23, 2024, and ends at 11:59 p.m. on Sunday, February 25, 2024; and

WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2023 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11 -51 -210(e),-

WHEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 23, 2024, and ending at 11:59 p.m. on

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Sunday, February 25, 2024.

BE IT FURTHER RESOLVED that a copy of this Resolution be spread upon the minutes of the 2<sup>nd</sup> day of October 2023 meeting of the Limestone County Commission and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its chairman on this the 2<sup>nd</sup> day of October 2023.

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**Collin Daly, Chairman**

**Attest:** \_\_\_\_\_  
**Ellen Morell, Administrator**

*310 West Washington Street • Athens, Alabama 35611 • Phone (256) 233-6400 • Fax (256) 233-6403  
www.limestonecounty-al.gov*

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 Daryl Sammet to approve a Resolution to establish a “Dangerous Dog Fee and Registry” and authorize the County Attorney to pursue actions under “Emily’s Law”/Dangerous Dogs.

**LIMESTONE COUNTY COMMISSION RESOLUTION**

**A RESOLUTION CONCERNING DANGEROUS DOGS IN LIMESTONE COUNTY**

WHEREAS, Emily’s Law, § 3-6A-1, et seq., Alabama Code of 1975, recognizes that “certain dogs are an increasingly serious and widespread threat to the safety and welfare of citizens of this state by virtue of their unjustified attacks on and associated injury to individuals”;

WHEREAS, owners of dogs found by a court of competent jurisdiction to be “dangerous dogs” and who are located in unincorporated Limestone County are required by Emily’s Law to pay to Limestone County (“the Commission”) an annual dangerous dog registration fee of one hundred dollars (\$100.00);

WHEREAS, Emily’s Law requires the County Attorney to file a petition with the district court to declare dangerous a dog that has caused physical injury, serious physical injury, or death to a person within the jurisdiction without justification; and

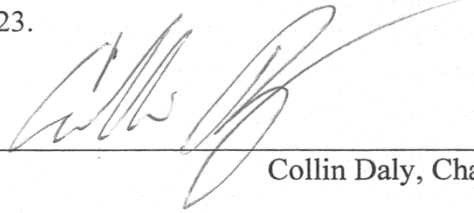
WHEREAS, for the protection and welfare of the citizens of Limestone County, the Commission desires to grant authority to the County Attorney to proceed with “dangerous dog” actions pursuant to Emily’s Law without any additional prior approval of the Commission.

NOW, THEREFORE, be it RESOLVED by the Limestone County Commission that it approves the collection from the owner of any “dangerous dog” of a One Hundred Dollars (\$100.00) annual dangerous dog registration fee per dangerous dog owned and kept in unincorporated Limestone County by such owner;

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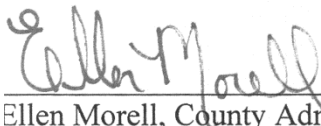
Be it further RESOLVED by the Limestone County Commission that it authorizes the County Attorney to file petitions in the District Court of Limestone County or any court of competent jurisdiction and take all other actions and execute all documents that the County Attorney deems necessary in order to have dogs declared dangerous by a court of competent jurisdiction pursuant to Emily's Law; to collect dangerous dog fees from owners of dangerous dogs; or to have enforced any orders of a court of competent jurisdiction pertaining to or related to dangerous dogs located in unincorporated Limestone County.

DONE and APPROVED this 2nd day of October, 2023.



Collin Daly, Chairman

ATTEST:



Ellen Morell, County Administrator



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

**MOTION** was made by Derrick Gatlin and seconded by Daryl Sammet to approve a Resolution regarding the below listed Mooresville Road intersection projects.

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.

**MOTION** was made by Danny Barksdale and seconded by Derrick Gatlin to approve an EMA Performance Grant Agreement in the amount of \$42,266.00.

**ALABAMA EMERGENCY MANAGEMENT AGENCY (AEMA)  
FY2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)  
COOPERATIVE AGREEMENT (CA)**

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1. Subrecipient:	Limestone County EMA
2. Effective Dates:	10/01/2022-9/30/2023
3. Issuing Agency:	Alabama Emergency Management Agency, 5898 County Road 41, P.O. Drawer 2160, Clanton, AL 35046-2160
4. FAIN:	EMA-2023-EP-00005
5. CA Number(s):	23EMF
6. Local Allocation Amount:	\$42,266.00
7. CFDA #:	97.042
8. Federal Award Date:	09/12/2023
9. Federal Award Type:	FY2023 EMPG

Subrecipient agrees to: (1) provide information requested by AEMA regarding the subrecipient’s emergency management operation in a timely manner; (2) submit requests for reimbursement of expenditures incurred relative to this agreement using forms provided or approved by AEMA and utilize the AEMA Grants Management online portal; (3) present claims with clear and adequate supporting documentation as instructed by AEMA; (4) submit claims on a monthly basis within thirty (30) calendar days after the end of the month for which they are filed; (5) submit all claims relating to this grant by October 31, 2023; (6) provide information requested by AEMA concerning claimed expenditures within three (3) working days; (7) utilize funds for essential operating expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, and other necessary and eligible operating costs; (8) make available to AEMA all EMPG related files and documentation for compliance monitoring and review; (9) comply with all reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance; and (10) contribute 50% of all costs submitted for reimbursement as a cash match consisting of payments made by the subrecipient.

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

Eddie Gilbert

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

Certification by County Authorizing Official:

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

Collin Daly

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Chief Elected Official (print name and sign) Date

Jeff Smitherman, Director, AEMA

Date

**FY 2023 DHS Standard Terms and Conditions**

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The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

### A. Assurances. Administrative Requirements. Cost Principles. Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

### B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support file reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only

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submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CmlRightsEvaluation@hq.dhs.gov](mailto:CmlRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

### C. Standard Terms & Conditions

#### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **II. Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101—12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **V. Best Practices for Collection and Use of Personally Identifiable**

**Information** Recipients who collect personally identifiable information (Pit) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **VI. Civil Rights Act of 1964 — Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no



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person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

### **VII. Civil Rights Acts of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

### **VIII. Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

### **IX. Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

### **X. Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

### **XI. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to

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overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

### **XII. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

### **XIII. E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

### **XIV. Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

### **XV. False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

### **XVI. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

### **XVII. Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O.13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

### **XVIII. Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the

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interpretative guidelines issued by the Comptroller General of the United States in the March 31,1981, amendment to Comptroller General Decision B-138942.

### **XIX. Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990,15 U.S.C. § 2225a.

### **XX John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

### **XXI. Limited English Proficiency (Civil Rights Act of 1964. Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **XXII. Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### **XXIII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and

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future generations of Americans.

### **XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### **XXV. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

### **XXVI. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

### **XXVII. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### **XXVIII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **XXIX. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794.) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **XXX. Reporting of Matters Related to Recipient Integrity and Performance General**

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 2023, COMMISSION MEETING

## Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

### XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

### XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O.14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within

## MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 2023, COMMISSION MEETING

the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

### *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

### **XXXIII. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **XXXIV. Terrorist Financing**

Recipients must comply with E.O.13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

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**XXXV. Trafficking Victims Protection Act of 2000 (TVPA).**

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**XXXVI. Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**XXXVII. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

**XXXVIII. Use of DHS Seal Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**XXXIX. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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 LaDon Townsend and seconded by Danny Barksdale to approve an Alabama Department of Youth Services Grant Agreement in the amount of \$47,840.00 for Fiscal Year 2023-2024.

ALABAMA DEPARTMENT OF YOUTH SERVICES  
AGENCY GRANT AGREEMENT  
Fiscal Year 2023 - 2024

The Alabama Department of Youth Services hereby awards to

Limestone County Commission  
(Fiscal Agent, hereinafter called Recipient)

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

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These funds shall be used for non-residential diversion services for *Limestone County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Limestone County Juvenile Court (LCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to 45 youth annually with an ongoing capacity of 14 youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e., violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

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

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

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 10 – 18
  - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website.
- Be developed by or in collaboration with the *Limestone County Juvenile Court (LCJC)*.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GEMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

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

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

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



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By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include court referrals, IPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Steven P. Lafreniere  
Executive Director

Legal Review  
Approved as to form only

ACCEPTANCE OF AWARD

*Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the day \_\_\_\_\_ of \_\_\_\_\_, 2023.*

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

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

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. 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 a License Agreement with Recovery Organization of Support Specialist for the use of space at Community Corrections.

STATE OF ALABAMA  
COUNTY OF LIMESTONE

LICENSE AGREEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Limestone County Commission, as the governing body of Limestone County, Alabama, hereinafter referred to as "LICENSOR" does hereby grant unto R.O.S.S (Recovery Organization of Support Specialist), hereinafter referred to as "LICENSEE" on and effective the 1<sup>st</sup> day of October 2023, the privilege to enter upon that certain real property of LICENSOR located at 503 South Jefferson Street, Athens, Alabama 35611, in Limestone County, Alabama, and specifically

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within Suite C thereof, hereinafter collectively referred to as the “Premises” subject to the following terms and conditions:

1. LICENSEE shall have the privilege and license to enter upon the Premises and, as needed to access the Premises, the common areas thereof for the purpose of providing Peer Support groups and NA meetings in conjunction with and in furtherance of the Limestone County Community Corrections Program.

2. This license hereby granted shall continue for a period of one (1) year, terminating at 4:30 p.m. CST, September 30, 2024, unless terminated as otherwise provided herein.

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

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

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

6. It is acknowledged and agreed that LICENSEE’S primary use of the Premises will be on Thursday evenings from 6pm - 7pm and on Saturdays from 1pm - 2pm. LICENSEE shall be prohibited from using the Premises at any other times other than specifically noted above. However, LICENSEE may submit a request to use the Premises, other than the specified times noted above, by giving an express notice of the days and times at which the Premises would like to be so used to the Director of the Limestone County Community Corrections Program and receive the Director’s consent to so use the Premises at the requested times.

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

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

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

10. LICENSEE shall carry and maintain, at its sole cost and expense, commercial general liability, property and premises liability, automobile liability, and workers compensation

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

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

**12.** This Agreement and the privilege and license herein granted shall not be assigned by LICENSEE without the express written consent of LICENSOR.

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

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

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

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 2023,  
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**LICENSOR**

**Limestone County Commission**

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

**LICENSEE**

**R.O.S.S – Recovery Organization of  
Support Specialist**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Ellen Morell, County Administrator

**ATTEST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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 an Amended Contract for services between the Limestone County Commission and Katye Hanson, Private Contractor Service Coordinator for the diversion services of juveniles. Amended Contract will be for the time period of October 1, 2023, through September 30, 2024.

AMENDED CONTRACT  
for Services Between  
the Limestone County Commission  
and  
Katye Hanson, Private Contractor  
Service Coordinator

This contract for services (Contract) is hereby made and entered into by and between Katye Hanson, Private Contractor (Service Coordinator), and the Limestone County Commission (LCC).

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PURPOSE:

The purpose of this Contract is to coordinate diversion services for juveniles assigned through the Limestone County Juvenile Court, including community service, ankle monitoring, and outpatient substance abuse programs.

SERVICES TO BE PROVIDED:

Beginning on October 1, 2023, and ending September 30, 2024, or as mutually agreed upon, Katie Hanson will coordinate activities to accomplish the goals and objectives outlined below in the capacity of Service Coordinator.

STATEMENT OF MUTAL BENEFIT AND INTERESTS:

Benefits to LCC include lowering the recidivism rate for juveniles in Limestone County Juvenile Court and providing opportunities to connect positively with the community for juveniles through the Limestone County Juvenile Court.

COMMUNITY SERVICE COORDINATOR SHALL:

Conduct the following three (3) main components to the Diversion Program, and they are as follows:

Component I: Intensive Outpatient Program for substance abuse - IOP meets Tuesdays and Thursdays from 4pm-6pm each week at the JPO location. Individual or Parent sessions are scheduled as needed.

Component II: Community Service-In the initial meeting, the parent/guardian and juvenile meet with the Service Coordinator to discuss guidelines and create a Service Agreement that suits the business and juvenile/parents schedule. This includes the place/business, dates, hours, and completion deadline for service work. The juvenile provides an updated timesheet to the Service Coordinator weekly. Biweekly, the Service Coordinator contacts the businesses to confirm hours worked and Code of Conduct adherence.

Component III\* In-Home Detention through Ankle Monitoring- Monitoring is 24/7 via GPS and the tracker app and website. The juvenile must be with a parent/guardian if he/she is not at home or school. Parents call the monitoring number with each change in juveniles' location. The Service Coordinator checks to confirm the monitor location matches the location given on the call. If there is a discrepancy between location and permission, an alarm is sounded on the monitor and the parent/guardian is contacted.

Additional Goals and Objectives that are to be conducted by the Service Coordinator are listed as follows-

Goal #1- Hold juvenile offenders accountable for the criminal offenses they have committed.

Objective #1- Ensure that those juvenile offenders who meet DYS Diversion grant criteria

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are ordered by the Limestone County Juvenile Court to perform Community Service hours satisfactorily and complete the ordered hours within six (6) months of being ordered.

### Activities-

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

Goal #2- Develop and maintain community service assignments that will allow the juvenile to make a positive impact by providing needed services in public and private non-private organizations.

Objective #1- Service Coordinator will cultivate and maintain a minimum of ten (10) partnerships with public or private non-profit community-based agencies where juveniles can be assigned to perform community service activities.

Objective #2: Service Coordinator will develop a minimum of one (1) new partnership with public or private non-profit community-based agencies each year where juveniles can be assigned to perform community service activities.

### Activities-

- A Service Coordinator will recruit participation by community-based public and private non-profit organizations and agencies to provide meaningful work experiences.
- Volunteer to supervise offenders sentenced to community service; and to serve as a role model for adjudicated youth in community service capacities.

Goal #3: Help offenders develop new skills through supervised work activities.

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

### Activities:

- Limestone County Juvenile Court will seek opportunities for juvenile offenders to participate in human service and public works tasks such as those provided through participation in projects through KALB, Alabama Veterans Museum,

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Athens-Limestone Animal Shelter, Athens Boys & Girls Club, and other community-wide service projects.

- Limestone County Juvenile Court and Service Coordinator will develop a Memorandum of Understanding with each public or private non-profit agency agreeing to participate in the Community Services Program.
- Limestone County Juvenile Court and Service Coordinator will develop job descriptions with each participating agency or organization for the jobs/tasks to be assigned to juveniles performing community service hours.

LCC Shall:

LCC shall provide Twenty-eight Thousand Eighty Dollars and 00/100 (\$28,080.00) to the Service Coordinator for carrying out the goals and objectives listed in this agreement. This provides thirty (30) hours per week at Eighteen Dollars and 00/100 (\$18.00) per hour for fifty-two (52) weeks. The LCC will be invoiced bi-weekly by Katye Hanson, Private Contractor for sixty (60) hours (30 hours per week).

The Service Coordinator will also be paid an additional payment of Twenty-five Dollars and 00/100 (\$25.00) per ankle monitor placed on juveniles referred to the In- Home Detention Program.

**It is mutually understood and agreed by and between the parties** that modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

**It is further mutually understood and agreed by and between the parties** that Katye Hanson, Private Contractor, Service Coordinator, or the Limestone County Commission may, in writing, terminate this instrument in whole or in part at any time by providing thirty (30) days written notice to either party.

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

\_\_\_\_\_  
Katye Hanson  
Service Coordinator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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.

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**MOTION** was made by Derrick Gatlin and seconded by LaDon Townsend to approve a Consulting and Service Agreement(s) with Morell Engineering Services to provide surveying and engineering services for the following locations:

- Huntsville-Brownsferry Road and Mooresville Road Intersection;  
and
- Old Highway 20 and Mooresville Road intersection.

**CONSULTING AND SERVICE AGREEMENT - MORELL ENGINEERING. INC.**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_

between \_\_\_\_\_ and Morell Engineering, Inc.  
(Client)

- 1. Interpretation.** In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of the attachment shall govern.
- 2. Services.** Morell Engineering, Inc. agrees to perform for Client the services listed in the proposal attached hereto and executed by both Morell Engineering, Inc. and Client.
- 3. Payment.** Client agrees to pay Morell Engineering, Inc. for services in accordance with the schedule contained in proposal attached hereto and executed by both Client and Morell Engineering, Inc.
- 4. Billing.** Client shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by Morell Engineering, Inc. on a monthly basis. Failure to pay by the first day of the month following the invoice date will result in a late fee. Said late fee will accrue at the rate of **1.5%** per month. This **1.5%** is calculated upon the outstanding balance. It is the understanding of all parties that the payments are due 30 days from the date of the invoice.
- 5. Independent Contractor.** Morell Engineering, Inc. is an independent contractor and is not an employee of the Client. Client is hereby contracting with Morell Engineering, Inc. to perform the services set out in the proposal attached. Morell Engineering, Inc. reserves the right to determine the method, manner and mean by which the services will be performed. The order or sequence of the work shall be under the control of Morell Engineering, Inc.
- 6. Termination.** Morell Engineering, Inc.'s services cannot be terminated or canceled short of completion of the services agreed upon except for Morell Engineering, Inc.'s failure to perform the contract's specification as required hereunder. Conversely, subject to Client's obligation to make full and timely payment(s) for Morell Engineering, Inc.'s services, Morell Engineering, Inc. shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in this agreement.
- 7.** Client Representative \_\_\_\_\_ shall represent the Client during the performance of this contract with respect to the services as defined herein and has authority to execute written modifications or additions to this contract.



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**8. Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Alabama.

**9. Limited Warranty.** Morell Engineering, Inc. warrants to Client that the material, analysis, data, programs, and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an exhibit and must be executed by both parties. Morell Engineering, Inc. makes no other warranties, whether written, oral, or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event, shall Morell Engineering, Inc. be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Morell Engineering, Inc. or could have been reasonably foreseen by Morell Engineering, Inc.

**10. Scope of Agreement.** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

**11. Additional Work.** After receipt of an order that adds to the services, Morell Engineering, Inc. may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Morell Engineering, Inc. for such action and expenditure as set forth in this Agreement for payments related to services.

**12. Notices.** Notices sent to Morell Engineering, Inc should be sent to 711 E. Hobbs Street, Athens, AL 35611. Notices sent to the Client should be sent to :

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**13. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition of assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.

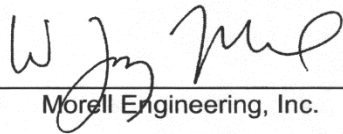
**14. Default.** In the event of a default under this Agreement by Client as to any duty, warranty, or undertaking owed to Morell Engineering, Inc., which default results in efforts by Morell Engineering, Inc. to remedy same (whether or not a lawsuit is filed), Client shall pay, in addition to such other sum as may be due under this Agreement, all costs and expenses of such efforts, including, but not limited to, reasonable attorneys' fees.

**15. Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Morell Engineering, Inc. by any of its employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 2023,  
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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

\_\_\_\_\_  
(Client)

  
\_\_\_\_\_  
Morell Engineering, Inc.

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 Daryl Sammet and seconded by Derrick Gatlin to approve a Morell Engineering to provide on-call design services for Project Fox Industrial Access Project.



July 27, 2023  
Limestone County Commission 310  
West Washington Street Athens,  
Alabama 35611

Attn: Marc Massey, PE, County Engineer

Re: Proposal to Provide Surveying and Engineering Services  
Project Fox Industrial Access Project

Mr. Massey:

Morell Engineering is pleased to submit this proposal to perform surveying and engineering services for the subject project. This proposal outlines the information provided to us regarding the project, our proposed scope of services, and a cost estimate for the proposed services.

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 2023, COMMISSION MEETING

We understand that the Limestone County Commission has been awarded funding for the Project Fox Industrial Access Project. Figure 1 shows the conceptual layout.

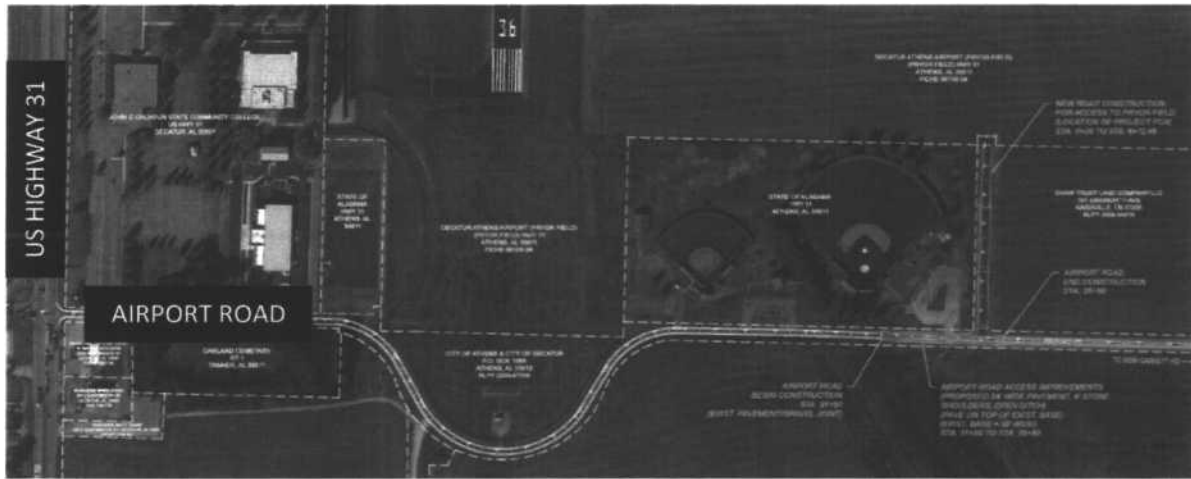


Figure 1: Conceptual Layout from IA Project Application

As requested, this proposal includes the following engineering services:

- Surveying;
- ALDOT Geotechnical Materials Report;
- ALDOT Construction Plans; and
- Alabama Department of Environmental Management (ADEM) Permit and Inspection Services.

## SURVEYING SERVICES

Morell Engineering will perform surveying services for the project length. This survey will include contours and existing structures, roads, utilities (as identified by Alabama 811), and any other improvements or conditions visible at the time of survey within the right-of-way of the project limits. The surveying services include the boundary survey work required for the right-of-way acquisition work.

## GEOTECHNICAL EXPLORTION

### Geotechnical Field Services

Morell Engineering will perform a total of six (6) soil test borings for this project. Table 1 provides the planned boring locations and drill depths. However, borings may be terminated at shallower depths than those indicated in Table 1 should auger refusal be encountered during drilling. Exploration of refusal materials, if encountered, is not included in our scope of services.

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Table 1- Planned Borings		
Boring Location	Number of Borings Drilled	
Airport Road Pavement Construction	2	10
New Road Construction	4	10

The boring locations will be located in the field by a member of our engineering staff by estimating right angles and measuring distances from site landmarks.

During drilling, Standard Penetration Tests (SPT) will be performed at standard sample intervals for each boring. Each of the samples will be visually classified by a member of our engineering staff and placed in sealed bags until being transported to our laboratory for testing.

Additionally, several base thickness measurements will be performed on Airport Road.

Traffic Control

Traffic control will likely be required during our field services for this project. In the past, we have typically relied on the municipality to provide traffic control; therefore, we have assumed that traffic control would be provided by others for this project.

Underground Utilities

Morell Engineering will contact the Alabama One Call service to locate public utilities within the project site prior to beginning any soil boring activities. While Morell Engineering will exercise standard care to avoid underground utilities, we will not be liable for damage to any unmarked or erroneously marked utilities. We note that Alabama One Call utility locators typically will mark utilities that are located within roadways and the roadway's right-of-way.

Site Restoration

To minimize hazardous conditions to others, each bore hole will be backfilled upon completion using the auger cuttings. Over time, the auger cuttings will often settle into the bore hole and create a void at the ground surface. We recommend that the bore holes be checked by others periodically and backfilled if necessary. Optionally, each bore hole could be grouted to avoid these issues, for an additional cost.

Laboratory Testing

Soil samples representative of the soil(s) encountered at the site will be selected for laboratory testing. The laboratory tests will be used to aid in soil classification and to determine physical characteristics of the soils at the project site.

Laboratory tests will include Atterberg Limits, Natural Moisture Contents, Sieve Analyses, and #200 Washes.

Report

The results of the geotechnical field exploration and laboratory testing will be documented in a written report in accordance with the ALDOT *Procedure for Preparing Materials Reports and Conducting Soil Surveys*, latest revision date.

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 2023, COMMISSION MEETING

## PLAN PREPARATION

Morell Engineering will prepare ALDOT roadway construction plans, which will include topographic map, plan and profiles, grading and drainage, erosion control plan, utility plan, drainage sections, cross sections, and summary of quantities. Morell engineering will attend all meetings required for this process. All plans will conform to ALDOT specifications.

Morell Engineering will complete bid and contract documents for the project, advertise the project via newspaper, review received bids, and recommend project award.

## RIGHT-OF-WAY ACQUISITION

Morell Engineering will prepare right-of-way legal descriptions and sketches as needed for the completion of the proposed project. *This does not include appraisals, negotiations, or contracts.*

## AUTHORIZATION AND BUDGET

Table 2 provides the budgets for the engineering services for the project.

Table 2: Engineering Services Budget			
Service		Budget	
Surveying		Lump Sum:	\$12,000
ALDOT 390 Geotechnical Report		Lump Sum:	\$15,000
ALDOT Construction Plans		Lump Sum:	\$65,000
Right-of-Way Acquisition		Estimated Budget:	\$15,000*
ADEM Services	ADEM permit Fee (Paid directly to ADEM)	Lump Sum:	\$1,385
	ADEM NOI and CMBPP Preparation and Submittal to Obtain Permit	Lump Sum:	\$3,000
	Inspection and Monitoring	Per Month:	\$300
	ADEM Close-Out Documents	Lump Sum:	\$250
*This is an estimated budget for this service. This work will be hourly.			
Please note this proposal does not include any review fees or permitting fees.			

We appreciate the opportunity to submit this proposal for the proposed project and look forward to working with you. If you have any questions regarding this proposal, please contact us at your convenience.

Respectfully submitted,



W. Taz Morell, PE/PLS

President

Attachments: Consulting and Services Agreement Schedule of fees:

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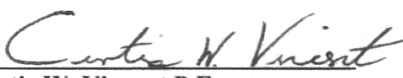
Personnel	Hourly Rate
Principal Engineer	\$205.00
Senior Project Engineer - PE	\$ 205.00
Senior Project Surveyor - PLS	\$ 180.00
Project Engineer - PE	\$ 155.00
Staff Engineer - PE	\$ 120.00
Project Surveyor - PLS	\$ 120.00
Graduate Engineer	\$ 110.00
Civil Designer	\$ 100.00
Survey Crew	\$ 170.00
CMT Project Manager	\$ 155.00
Senior Structural Steel Technician	\$ 155.00
Structural Steel / Wood Framing Technician	\$ 125.00
Fireproofing Technician	\$ 125.00
CMT Manager	\$ 110.00
ICC Special Inspector	\$ 100.00
Asphalt Coring Crew	\$ 165.00
Asphalt Lab Inspector	\$ 100.00
Senior Technician	\$ 90.00
Technician	\$ 70.00
Administrative/Clerical	\$65.00

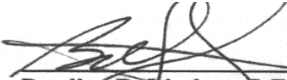
Personnel charges are for professional, technical and support services required on projects, including office, field and travel time. These hourly rates cover all costs, including lab testing, equipment and transportation.


\*\*Hourly rates increase by 1.5 times for Saturdays and time exceeding 8 hours per day Monday through Friday. Hourly rates increase by 2 times for Sundays and Holidays.\*\*

\* All rates will remain in effect throughout the duration of the project.\*\*

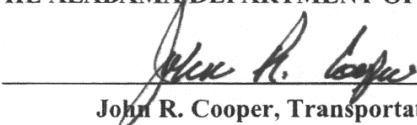
**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 2023,  
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Curtis W. Vincent P.E.  
North Region Engineer

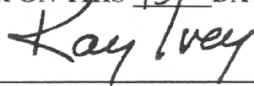
  
Bradley B. Lindsey, P.E.  
State Local Transportation Engineer

  
Edward N. Austin, P. E.  
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH  
THE ALABAMA DEPARTMENT OF TRANSPORTATION

  
John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND  
SIGNED BY THE GOVERNOR ON THIS 15<sup>th</sup> DAY OF September, 2023.

  
KAY IVEY  
GOVERNOR, STATE OF ALABAMA

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The Chairman asked if there was any discussion. The Chairman reminded the Commission that this item was discussed in the work session and it was actually to approve the Morell Engineering services instead of the Construction Agreement. 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 Danny Barksdale to approve a Memorandum of Understanding Concerning Rave Alert between Limestone County and Athens Limestone County Emergency Communication District.

**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING RAVE ALERT**

THIS MEMORANDUM OF UNDERSTANDING CONCERNING RAVE ALERT (the "MOU") is by and between **Limestone County, Alabama** (the "County") and the **Athens Limestone County Emergency Communication District** (the "District"). (The County and District are sometimes referred to herein collectively as the "Parties".)

**WHEREAS**, RAVE Alert is a mass notification system that is used to provide alerts concerning severe weather threats, road closures, office closures, and other information to users of electronic devices throughout Limestone County, or portions of it;

**WHEREAS**, the District secured the RAVE Alert system and makes it available to the County for its use;

**WHEREAS**, the County assists the District in securing the RAVE Alert system by contributing fifty

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 2023,  
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percent (50%) of the District's cost for the same;

**WHEREAS**, the total annual cost of the RAVE Alert system is presently \$11,000, such that 50% of the cost is \$5,500.00;

**WHEREAS**, the District and the County wish to memorialize this arrangement in this MOU; and

**WHEREAS**, the District and County find and determine that this MOU works to confer a public purpose and public benefit upon the residents of Limestone County, Alabama.

**THEREFORE**, in consideration of the premises, the mutual covenants herein contained, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and County hereby agree as follows:

1. Term. The term of this MOU shall be from September 1, 2023, through August 30, 2024 (the "Term"). Each year, at the end of the then-current Term, unless either Party gives the other prior written notice before the end of the then-current Term, the Term shall renew and extend for an additional one-year period.

2. RAVE Alert.

(a) During the Term, the District shall secure the availability of the RAVE Alert system for itself and the County, to the extent that such system is offered and reasonably available to the District.

(b) The District shall pay the cost of securing the RAVE Alert system for itself and the County, and then provide the County with notice of *Vi* of such cost. The County shall then pay the District 1/2 of such cost, reimbursing the District for 50% of its payment to secure the RAVE Alert system for itself and the County.

3. Termination. Either Party may terminate this MOU at any time upon written notice to the other. However, neither party shall be entitled to any refund of any funds paid to the other party pursuant to this MOU prior to such termination, nor shall any party be relieved of any obligation to pay such other party an amount pursuant to this MOU where it received notice that such amount was owed prior to such termination.

4. Warranties. Both parties agree that neither of them exercises any control or maintenance of the RAVE Alert system, and that both parties are merely licensees or users of the RAVE Alert system that is provided by a third party. As such, both parties agree that neither issues any sort of warranty or assurance to the other concerning the performance, use, effectiveness, or reliability of the RAVE Alert system. Any warranty, express or implied, with respect to the RAVE Alert system, is hereby disclaimed.

**IN WITNESS WHEREOF**, the County and District, by their duly authorized representatives, have


**LIMESTONE COUNTY, ALABAMA**

Attest:  
\_\_\_\_\_  
Its County Clerk

By: \_\_\_\_\_  
Its Chairman of the Limestone County  
Commission  
Date: \_\_\_\_\_

**ATHENS LIMESTONE COUNTY  
EMERGENCY COMMUNICATION  
DISTRICT**

Attest:  
\_\_\_\_\_  
Name: \_\_\_\_\_

By:   
Its Director  
Date: 8/29/23



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executed this MOU and made the same effective as of this 29th day of August 2023.

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 Derrick Gatlin to approve to apply for a FEMA grant for District 2 Storm Shelter and 25% matching funds of up to \$219,000.

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

1. Hire Caleb King as a Transitional EMA Officer, effective October 2, 2023.
2. Hire Jayce Thomas as a Corrections Officer, effective October 2, 2023, pending a drug screening.
3. Hire Anastasia DeLeon as a Corrections Officer, effective October 2, 2023, pending a drug screening.
4. Hire Seth Woods as a Corrections Officer, effective October 2, 2023, pending a drug screening.
5. Hire Jimenez Jennings as a Corrections Officer, effective October 2, 2023, pending a drug screening.
6. Hire Tiffany Sears as a Corrections Officer, effective October 2, 2023, pending a drug screening.
7. Transfer Ethan Wilson from a Corrections Officer to a Jail Corporal, effective October 2, 2023.
8. Transfer Kyle Swart from a Corrections Officer to a Jail Corporal, effective October 2, 2023.
9. Hire LeeRoy Gatlin as a Part-Time Laborer in District 3.

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.

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

Name	S/D Type	Approval Type	Lots	District	Location
Jones Road Subdivision	Minor	Preliminary & Final	3	2	East side of Jones Rd and south of Nick Davis Rd

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 LaDon Townsend to approve to sell the following on GovDeals:

Department	Item	Inventory #	Serial #
District 1	Nakita Demo Saw	n/a	n/a

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

**MOTION** was made by Danny Barksdale and seconded by Derrick Gatlin to approve to transfer the following inventory:

Transfer from	Transfer to	Item	Inventory or Serial #
Commission	Clinton St. Annex	Projector screen & sound system, microphone sound system	4916 5024
Commission	I.T.	Catalyst 2960S Switch	4908
Commission	Sheriff's Department	1995 Humvee	18874

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Commission	Engineering	2015 Dodge Ram Truck	18837
District 3	District 4	2005 Chevy Express Van	4972

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 LaDon Townsend and seconded by Danny Barksdale to approve to remove the following from inventory:

Department	Item	Serial #
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**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 2023,  
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Commission	(2497) Training/Setup (2532) DOS/Lan Fixed Assets (4630) Renovation Study Old Sheriff (2014) NAPCO Fire Alarm Panel & Smoke (56) Oak Desk (4140) Desk (1082) Trinity Building (Duplicate - see asset 1083) (3118) Taxes  (2677) Taxes Patton Property  (2474) School bus property (Duplicate-see asset 2743) (4917) Video Equipment for Elkmont. (4906) Cisco R210 Server (4821) Dell OptiPlex 780 (4797) Dell OptiPlex 780 (4757) Dell OptiPlex 780 (4724) Dell R300 Server (4580) Fixed Asset Module/Barcode/Scanner (4551) Dell OptiPlex 755 (4413) VPN Concentrator (4180) Toshiba Copier (3806) Upgrade Conversion to 7.20 (3755) Dell PowerEdge 2600 (3231) Restricted Access Module	Obsolete Obsolete Obsolete Obsolete  Obsolete Obsolete Deleted-Value added to asset 1083. Error-Disposed- non-asset Error-Value added to asset 2365. Error-Value added to asset 2743. End of useful life  End of useful life End of useful life End of useful life End of useful life End of useful life End of useful life End of useful life End of useful life End of useful life End of useful life End of useful life End of useful life End of useful life
I.T.	(4598) Dell PE2950 Server (4599) Cisco 3560E 24-port Switch	End of useful life End of useful life
Revenue	(4540) Software Contract 05-017 ISC	Software no longer in use
Jail	(12670) Vicon V1020-WIR-180-1-G	Damaged; Can not repair

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.

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**MOTION** was made by Danny Barksdale and seconded by Daryl Sammet to approve changing supplemental insurance options to Lincoln Financial and flexible spending to Flores. Employees who wish to maintain their current insurance providers may do so but not to be maintained or paid through the Limestone County Commission payroll procedures.

The Chairman asked if there was any discussion. Chairman Daly expressed that is always good when we can offer services to employees at better rates. The Administrator called the roll. Danny Barksdale, aye; Daryl Sammet, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

Commissioner Sammet stated that he was glad to see Representative Harrison at the work session meeting.

Commissioner Gatlin gave an update as to the paving on Parker Road.

Commissioner Townsend gave update on replacing the drainage pipe on Morris Road and bush hogging. Commissioner Townsend further complimented the Sheriff's Department's PT process.

Chairman Daly thanked the Sheriff for allowing trustees to help decorate the Courthouse square for fall. He also thanked Representative Harrison for being at the work session meeting. An update of local events happening in Limestone County was given. Chairman Daly further thanked all the Commissioners and the County employees for their support during the loss of his family members. Commissioner Daly announced that on October 4, 2023 at 2:20 p.m., FEMA will be having a nation-wide emergency alert.

Adjourned at 10:23 a.m. until 9:00 a.m. on Monday, October 16, 2023, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.