

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
COMMISSION MEETING

The Limestone County Commission met in a regular meeting today, at 9:30 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: David Ruf, Derrick Gatlin, and LaDon Townsend. Absent: Johnny Turner. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve the minutes of June 15,2026.

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

MOTION was made by David Ruf and seconded by Derrick Gatlin to approve the following claims:

6/12/2026	0796278	\$	9,058.80
6/17/2026	0796279 – 0796280	\$	3,019.73
6/18/2026	Bank Draft – Walmart/TreviPay	\$	256.73
6/18/2026	0796281 – 0796334	\$	1,283,566.80
6/18/2026	0796335 – 0796336	\$	455.02
6/25/2026	0796337 – 0796498	\$	34,969.63
6/26/2026	Bank Draft – Walmart/TreviPay	\$	519.22
6/26/2026	0796499 – 0796566	\$	2,324,915.18
6/30/2026	0796567 – 0796601	\$	238,971.98
7/2/2026	0796602 – 0796640	\$	94,431.28
7/2/2026	Bank Draft – Walmart/TreviPay	\$	622.14
TOTAL		\$	3,990,786.51

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

MOTION was made by Derrick Gatlin and seconded by David Ruf to approve a resolution to change the Commission work session and meeting from 9:00 a.m. on Monday, August 17, 2026, to 9:00 a.m. on Friday, August 14, 2026.

RESOLUTION
No. 1087-26

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

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

THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION to change the Commission work session and meeting from 9:00 a.m. on Monday, August 17, 2026, to 9:00 a.m. on Friday, August 14, 2026.

ADOPTED this this 6th day of July 2026.

Collin Daly, Chairman

ATTEST:

Ellen Morell, Administrator

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

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
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MOTION was made by David Ruf and seconded by LaDon Townsend to adopt a Resolution approving the Purchase Agreement of real property, from the City of Athens, located on S Jefferson St. in the amount of \$355,000.00 for use as animal shelter site.

1088-26
Resolution No. ~~1087-27~~

**RESOLUTION APPROVING THE PURCHASE
OF REAL PROPERTY FROM THE CITY OF ATHENS
LOCATED ON SOUTH JEFFERSON STREET, ATHENS, ALABAMA**

WHEREAS, the Limestone County Commission (the "Commission") is the governing body of Limestone County, Alabama, a political subdivision of the State of Alabama; and

WHEREAS, the City of Athens, Alabama (the "City"), is a municipal corporation organized under the laws of the State of Alabama and is the owner of certain real property situated along South Jefferson Street, Athens, Alabama, more particularly described as Tract 2 of the Minor Plat of Jefferson-Monroe Subdivision, recorded at Plat Book L, Page 434, in the Office of the Judge of Probate of Limestone County, Alabama, constituting approximately 3.55 acres (the "Property"); and

WHEREAS, the City Council of the City of Athens adopted Ordinance No. 2026-2426 on June 22, 2026 (the "Ordinance"), authorizing the Mayor of the City of Athens, on behalf of the City, to enter into a contract to sell the Property to the Limestone County Commission, or to a related party as an assignee if approved by the Mayor in his discretion, upon the terms set forth in the Ordinance; and

WHEREAS, the Commission desires to acquire the Property for the purpose of constructing an animal shelter to serve the citizens of Limestone County; and

WHEREAS, the Ordinance establishes a purchase price of Three Hundred Fifty-Five Thousand and 00/100 Dollars (\$355,000.00) for the Property, which price reflects the City's original acquisition cost of the Property; and

WHEREAS, the Ordinance further requires that, as a condition of the sale, the Commission, as Buyer, shall construct a roadway, to the City's specifications, extending from Jefferson Street to Monroe Street along the northern boundary of the Property and Tract 1 of the Jefferson-Monroe Subdivision, and shall thereafter dedicate said roadway to the City upon completion of construction (the "Road Construction Obligation"); and

WHEREAS, the Commission has determined that the acquisition of the Property, including assumption of the Road Construction Obligation, serves a legitimate public purpose and is in the best interests of the citizens of Limestone County; and

WHEREAS, the Commission finds it necessary and appropriate to authorize the Chairman to negotiate and execute a Purchase and Sale Agreement with the City consistent with the terms of the Ordinance, to execute such additional documents and agreements as may be necessary or appropriate to consummate the closing of the transaction and to satisfy the Road Construction Obligation, and to authorize the expenditure of funds reasonably necessary to complete the transaction;

NOW, THEREFORE, BE IT RESOLVED by the Limestone County Commission as follows:

Section 1. Approval of Purchase and Sale Agreement. The Commission hereby approves the purchase and acquisition of the real property located on South Jefferson Street, Athens, Alabama, Limestone County, Alabama, more particularly described as Tract 2 of the Minor Plat of Jefferson-Monroe Subdivision, recorded at Plat Book L, Page 434, in the Office of the Judge of Probate of Limestone County, Alabama, from the City of Athens, Alabama, as Seller, at a Purchase Price of Three Hundred Fifty-Five Thousand and 00/100 Dollars (\$355,000.00), upon the terms and conditions set forth in Ordinance No. 2026-2426, and authorizes the negotiation and execution of a Purchase and Sale Agreement consistent with said terms (the "Agreement").

Section 2. Authorization to Negotiate and Execute Agreement. The Chairman of the Limestone County Commission, Collin Daly, is hereby authorized and directed to negotiate, on behalf of Limestone County, Alabama, the terms of the Agreement consistent with the Ordinance, and to execute the Agreement on behalf of the County and to deliver said Agreement to the City or the City's designated representative. The Chairman is further authorized to execute any amendments to the Agreement that he, in consultation with the County Attorney, deems reasonable and necessary to facilitate the closing of the transaction, provided that any such amendment does not materially increase the financial obligations of the County beyond those set forth in the Ordinance and this Resolution.

Section 3. Authorization of Road Construction Obligation. The Commission hereby authorizes and ratifies the Road Construction Obligation as a condition of the acquisition of the Property, and authorizes the Chairman, in consultation with the County Engineer and the County Attorney, to take all actions reasonably necessary or appropriate to design, bid, contract for, and complete construction of the roadway extending from Jefferson Street to Monroe Street, to the City's specifications, including but not limited to the negotiation and execution of construction contracts, engineering and surveying agreements, and any instrument of dedication necessary to convey the completed roadway to the City upon completion of construction.

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Section 4. Authorization to Execute Closing and Related Documents. The Chairman is hereby authorized to execute, deliver, and accept, on behalf of Limestone County, any and all documents, instruments, certificates, and agreements reasonably necessary or appropriate to consummate the closing of the transaction contemplated by the Agreement, including but not limited to the following:

- (a) Agreements for title examination and the issuance of an owner's title insurance policy, if obtained;
- (b) Agreements for real property survey services as may be necessary to confirm the legal description of the Property and the boundaries of the roadway dedication;
- (c) Any deed, instrument of conveyance, or other document delivered by the City at closing; and
- (d) Any other agreement, instrument, or document which the Chairman, in consultation with the County Attorney, deems reasonably necessary or appropriate to further or complete the closing of the transaction or the satisfaction of the Road Construction Obligation.

Section 5. Authorization of Expenditures. The Commission hereby authorizes the expenditure of funds reasonably necessary to complete the acquisition of the Property and the closing of the transaction, including but not limited to the purchase price, costs of title examination and title insurance (if obtained), survey costs, recording fees, attorney fees, the costs of designing and constructing the roadway required under the Road Construction Obligation, and any other closing or construction costs allocated to or assumed by the County under the terms of the Agreement, the Ordinance, or as otherwise reasonably necessary to consummate the transaction. All such expenditures shall be made from funds appropriated or otherwise lawfully available for such purpose.

Section 6. Delegation of Authority. The Chairman is hereby authorized to take any and all additional actions and to execute any and all additional documents on behalf of the County that he, in consultation with the County Attorney, deems necessary or appropriate to carry out the intent of this Resolution, to complete the acquisition of the Property, and to satisfy the Road Construction Obligation.

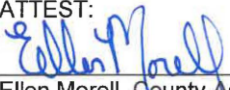
Section 7. Ratification. All prior actions taken by the Chairman or County staff in connection with the negotiation of the Agreement and any preliminary due diligence activities related to the Property are hereby ratified and confirmed.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption by the Commission.

ADOPTED AND APPROVED by the Limestone County Commission at a duly noticed meeting held on this the 6th day of July, 2026.



Collin Daly, Chairman

ATTEST:


Ellen Morell, County Administrator



The Chairman asked if there was any discussion. Chairman discussed this has been a long time coming. Commissioner Gatlin will act as a liaison and Engineer Mark Massey is working with the architect. There was no further discussion. The Administrator called the roll. David Ruf, aye; LaDon Townsend, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve to apply for a USDOJ (COPS) grant for funding for a Mental Health and Wellness Program for officers and their families at the Sheriff's Office. There is no county match.

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

MOTION was made by David Ruf and seconded by Derrick Gatlin to approve to accept grant funding, awarded by ALEA (Homeland Security), to purchase two biometric workstations, mobile booking equipment, fingerprint scanners, etc. for the Sheriff's Office. The amount is \$99,799.00, with no county match.

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

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
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MOTION was made by LaDon Townsend and seconded by David Ruf to approve an Agreement between the Limestone County Commission and Brandon Black to allow homeowner to install a private water line within the right-of-way of Gann Lane, a public road located in Limestone County.

**AGREEMENT FOR PLACEMENT OF PRIVATE WATER LINE WITHIN THE
RIGHT-OF-WAY OF LIMESTONE COUNTY, ALABAMA (GANN LANE)**

This Agreement for Placement of Private Water Line within the Right-of-Way of Limestone County, Alabama ("Agreement") is made and entered into on

_____ (the "Effective Date") by and between **Brandon Black**, an individual residing at 29140 Gann Lane, Harvest, Alabama 35749 ("Landowner"), and the **Limestone County Commission**, a political subdivision of the State of Alabama ("Limestone County"), (each individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Landowner desires to install a private water line within the right-of-way of Gann Lane, a public road located in Limestone County, Alabama (the "Right-of-Way"); and

WHEREAS, the Parties intend that this Agreement is only to provide for right-of-way management related to the construction, installation, operation, repair, and maintenance of a privately owned water line within the Right-of-Way; and

WHEREAS, the Parties desire to provide for their rights and obligations, each to the other, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, each by the other, the Parties, intending to be legally bound, agree as follows:

1. No Obligation of Limestone County

The Parties agree that this Agreement creates no obligation or duty on the part of Limestone County (1) to construct, install, operate, repair, or maintain the Water Line, as defined herein; (2) to provide water service to Landowner or to any other citizen of Limestone County; or (3) to regulate, in any manner, the cost, fees, or charges associated with Landowner's water service.

2. No Guarantee of Ownership or Maintenance of Right-of-Way

Landowner acknowledges that Limestone County makes no representation or warranty that it owns the Right-of-Way along Gann Lane in fee simple or otherwise, and that Limestone County's interest in, control over, and obligation to maintain the Right-of-Way may change over time. Limestone County does not guarantee that it will continue to own, control, or maintain the Right-of-Way, or any portion thereof, in perpetuity, and nothing in this Agreement shall be construed as such a guarantee. Landowner acknowledges that, in entering into and acting pursuant to this Agreement, it does so exclusively at its own risk, and that the burden is on Landowner to determine whether the location in which it places the Water Line is, in fact, a county right-of-way over which Limestone County has authority.

3. Description of Water Line; Procedure for Approval

3.1 Landowner desires to place a private water line, together with all pipes, valves, meters, connections, and appurtenances customarily necessary for the operation of a private water service line (the "Water Line"), within the Right-of-Way of Gann Lane.

3.2 Before commencing any construction or installation, Landowner shall first supply to the Limestone County Engineer (the "County Engineer") or the County Commission such plans, drawings, and other information as may reasonably be required, showing the proposed location, depth, and alignment of the Water Line within the Right-of-Way.

3.3 The County Engineer shall review the submitted plans and, in his or her sole and absolute discretion, shall approve or deny them. The County Engineer may deny a plan if the proposed location of the Water Line is deemed by the County Engineer to be counterproductive to present or future Limestone County public road construction, maintenance, or modification.

3.4 Landowner acknowledges and agrees that no work may begin within the Right-of-Way until written approval of the location and installation method has been issued by the County Engineer. If Landowner begins work within the Right-of-Way before such approval is granted, Limestone County may, without cost or other repercussion to Limestone County, require removal of the Water Line and may immediately terminate this Agreement.

3.5 If Landowner desires any variation from previously approved plans, Landowner shall submit the variation to the County Engineer for approval, which may be granted or denied in the County Engineer's sole and absolute discretion.

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4. Maintenance of Water Line

Landowner shall, at Landowner's sole cost and expense, maintain the Water Line in good working order and repair for so long as it remains within the Right-of-Way. Landowner shall be solely responsible for all maintenance, repair, and replacement of the Water Line, and Limestone County shall have no obligation whatsoever to maintain, repair, inspect, or replace the Water Line at any time.

5. Relocation of Water Line

5.1 If Limestone County desires to improve, repair, or otherwise change Gann Lane, the drainage along Gann Lane, or any other Limestone County-owned facility where Landowner has placed the Water Line within the Right-of-Way, Landowner shall, at Landowner's sole expense and within thirty (30) days of receiving written notice from the County Engineer, physically locate the Water Line by placing visible markers along its route.

5.2 In the event the County Engineer determines, in the County Engineer's reasonable judgment, that the Water Line materially interferes with Limestone County's planned work, Landowner shall, at Landowner's sole cost and expense,

relocate the Water Line within sixty (60) days of receipt of written notice and demand for relocation from the County Engineer, or within such longer period as the County Engineer may reasonably allow if Landowner is diligently pursuing the relocation to completion but is delayed for reasons outside Landowner's reasonable control, provided that in no event shall such period exceed one hundred twenty (120) days from the date of the written notice and demand.

5.3 Limestone County will reasonably cooperate in good faith with Landowner to identify alternative right-of-way space in which to relocate the Water Line; however, Limestone County shall not be obligated to expend funds to acquire additional right-of-way, does not guarantee the availability of any alternative location, and has no obligation to provide Landowner with the most convenient alternative right-of-way.

5.4 Landowner's obligation to relocate the Water Line under this Section 5 is independent of, and shall not be excused by, any change in Limestone County's ownership, control, or maintenance responsibility for the Right-of-Way described in Section 2.

6. Obligation to Repair

Landowner shall repair and restore to its original condition, within thirty (30) days, any portion of the Right-of-Way damaged by the installation, operation, maintenance, repair, or relocation of the Water Line. No trees in the Right-of-Way taller than six (6) feet may be cut by Landowner without the prior written permission of the County Engineer.

7. Installation Under Roads

In installing, operating, maintaining, or relocating the Water Line, Landowner shall not cut roads, but shall instead bore and case under roads and bore under concrete or asphalt driveways, unless the cost of doing so is unusually high and impractical, as reasonably determined by the County Engineer.

8. Indemnity

Landowner agrees to indemnify and save harmless Limestone County, the Limestone County Commission, individual members of the County Commission, and any agents, officers, or employees of the County Commission (collectively, the "Indemnified Parties") against all loss and damage, including damage to person or property, arising from the negligence or willful misconduct of Landowner, or Landowner's contractors, subcontractors, agents, or invitees, while in or about the Right-of-Way related to the installation, maintenance, operation, repair, or relocation of the Water Line, or arising from any accident or injury not caused by an act of Limestone County or any of the Indemnified Parties. Notwithstanding anything to the contrary herein, (a) in no event shall Landowner be liable to Limestone County for consequential, special, or punitive damages; and (b) any indemnification or hold harmless obligation of Landowner shall extend only to that part or portion of any claim, damage, loss, or defect that results from

the negligent or willful act of Landowner, or someone for whom Landowner is responsible, in performing work pursuant to this Agreement.

In performing any work within the Right-of-Way related to the installation, maintenance, operation, repair, or relocation of the Water Line, Landowner will conform to and observe all applicable laws, ordinances, building codes, rules, and regulations and will indemnify the Indemnified Parties from and against any charge or liability in favor of the owners or occupants of any property adjacent to the Right-of-Way arising out of such work, and will pay and discharge all liability and damages occasioned to any person resulting from such work.

If the Indemnified Parties, in the enforcement of any part of this indemnification provision, incur necessary expenses or become obligated to pay attorneys' fees or court costs, Landowner agrees to reimburse the Indemnified Parties' reasonable attorneys' fees and/or costs within a reasonable time after receiving written notice from the Indemnified Parties of such expenses, costs, or obligations.

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9. Insurance

Prior to commencing installation of the Water Line, and at all times thereafter for so long as the Water Line remains within the Right-of-Way, Landowner shall maintain commercial general liability insurance, or a homeowner's/personal liability policy providing equivalent coverage, with a carrier licensed to do business in the State of Alabama, with limits of not less than \$300,000 for any single occurrence and \$300,000 in the aggregate, covering bodily injury and property damage arising from the Water Line and related work within the Right-of-Way. Limestone County, the Limestone County Commission, and their officials and employees shall be named as additional insureds on any such commercial policy to the extent the carrier permits additional insured endorsements on the type of policy obtained. Landowner shall provide the County Engineer with a copy of the applicable insurance certificate prior to commencing work, and shall provide an updated certificate upon written request by Limestone County.

10. No Liability of Limestone County

Limestone County, the Limestone County Commission, and their officials and employees are not liable to Landowner for any damage to the Water Line within the Right-of-Way which occurs in the course of maintenance, repair, or improvement of the Right-of-Way or Gann Lane, except to the extent caused by the negligence or willful misconduct of Limestone County or such parties.

11. Term and Termination

11.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Section 11.

11.2 Termination for Convenience. Either Party may terminate this Agreement for convenience and without cause upon ninety (90) days' prior written notice to the other Party.

11.3 Termination for Default. Limestone County may terminate this Agreement immediately upon written notice if Landowner (a) fails to comply in any material respect with any applicable law, rule, regulation, or ordinance relating to the installation, operation, or maintenance of the Water Line; or (b) fails to comply in any material respect with the terms of this Agreement, and any such failure is not cured within sixty (60) days following written notice from Limestone County describing the failure with reasonable particularity.

11.4 Effect of Termination. Upon termination of this Agreement for any reason, Landowner shall, within ninety (90) days of such termination, or such longer period as the County Engineer may reasonably approve, remove the Water Line from the Right-of-Way and restore the Right-of-Way to its original condition, at Landowner's sole cost and expense, unless Limestone County and Landowner otherwise agree in writing. Termination of this Agreement shall not relieve Landowner of any indemnification, repair, or restoration obligation accruing prior to, or arising in connection with, such termination.

12. Environmental and Regulatory Compliance

Landowner shall obtain, comply with, and maintain any permits required by the Alabama Department of Environmental Management or other applicable governmental authority for the installation and operation of the Water Line within the Right-of-Way.

13. Conditional Use of Right-of-Way

This Agreement grants Landowner a right to use the Right-of-Way only to the extent explicitly permitted in this Agreement and for no other purpose.

14. Assignment

This Agreement, and any rights granted to Landowner hereunder, may not be assigned or transferred by Landowner without the prior written approval of Limestone County, except that Landowner may transfer such rights in connection with a conveyance of the underlying property served by the Water Line to a successor owner who agrees in writing to be bound by the terms of this Agreement.

15. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

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16. Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements, understandings, negotiations, statements, promises, and discussions, oral and written, between the Parties with respect to such subject matter.

17. Jurisdiction; Venue; Governing Law

This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama, without regard to any conflicts of law provisions thereof. Any claim of whatever character arising under this Agreement, or relating in any way, directly or indirectly, to the dealings between the Parties, shall be brought exclusively in a federal or state court of competent jurisdiction in Limestone County, Alabama.

IN WITNESS WHEREOF, Brandon Black has caused this Agreement to be executed, and Limestone County, Alabama, has caused this Agreement to be executed by its Chairman of the Limestone County Commission, who is thereunto duly authorized, which Agreement is effective as of the day and year first above written.

BRANDON BLACK

Brandon Black
Date: _____

LIMESTONE COUNTY, ALABAMA

Collin Daly, Chairman, Limestone County Commission
Date: _____

ATTEST:

County Administrator
Date: _____

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements, understandings, negotiations, statements, promises, and discussions, oral and written, between the Parties with respect to such subject matter.

17. Jurisdiction; Venue; Governing Law

This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama, without regard to any conflicts of law provisions thereof. Any claim of whatever character arising under this Agreement, or relating in any way, directly or indirectly, to the dealings between the Parties, shall be brought exclusively in a federal or state court of competent jurisdiction in Limestone County, Alabama.

IN WITNESS WHEREOF, Brandon Black has caused this Agreement to be executed, and Limestone County, Alabama, has caused this Agreement to be executed by its Chairman of the Limestone County Commission, who is thereunto duly authorized, which Agreement is effective as of the day and year first above written.

BRANDON BLACK


Brandon Black
Date: 06/30/2026

LIMESTONE COUNTY, ALABAMA

Collin Daly, Chairman, Limestone County Commission
Date: _____

ATTEST:

County Administrator
Date: _____

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

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve an Agreement with National Purchasing Cooperative / Buy Board.



P.O. Box 400, Austin, Texas 78767
800.695.2919 • buyboard.com

**NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT**

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
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This Interlocal Participation Agreement (“Agreement”) is made and entered into on the date indicated below by and between the National Purchasing Cooperative (“Cooperative”), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity (“Cooperative Member”).

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

II. TERMS AND CONDITIONS

- 1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.
- 2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61st day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member’s initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

- 3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.
 - (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or
 - (2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.
 - (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.
- 4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
- 5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter “Vendor Fees”) may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

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6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

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policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
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9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
- a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

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- d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, (“COOPERATIVE AND ASSOCIATES”) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- a) Neither party waives any immunity from liability afforded under law;
 - b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
 - c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s purchase activity, within 12 months of when the lawsuit or action was filed; and
 - d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
13. **Merger/Entirety.** This Agreement, together with the Cooperative’s Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

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used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member’s Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member’s Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]

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WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Dan Troxell, Ph.D.
Assistant Secretary

COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Government Entity Name)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

Name

Title

Mailing Address

City

State Zip Code

Telephone

Fax

Email

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

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve an Agreement with WolfeCo Media in the amount of \$28,800.00, for a period of one year. Retroactive to July 1, 2026.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
COMMISSION MEETING**

Effective Date: July 1, 2026

This Marketing and Creative Services Operating Agreement ("Agreement") is entered into by and between **WolfeCo Media LLC**, an Alabama limited liability company located at 201-B W Washington Street, Athens, AL 35611 ("WolfeCo"), and **Limestone County Commission** located at 310 W Washington Street Athens, AL 35611 ("Client").

1. Scope of Services

WolfeCo will provide marketing, branding, advertising, creative, consulting, digital, and related services for Client as described in the attached **Statement of Work ("SOW")**. Any additional services not outlined in the SOW will require a separate written agreement.

WolfeCo reserves the right to decline any work that it reasonably believes to be misleading, unlawful, defamatory, or otherwise harmful to either party.

2. Client Review and Approval

WolfeCo will submit final materials when needed - copy, designs, graphics, websites, photography, and other creative assets ("Materials") - to Client for approval prior to public release.

3. Fees, Payments, and Expenses

Monthly Fee

Client agrees to pay WolfeCo **\$2,400 per month** for services provided under this Agreement. Fee is to be paid on the first of each month via ACH or credit card (form to follow).

Expenses

Client agrees to reimburse WolfeCo for reasonable project-related expenses including travel outside the Greater Huntsville area, shipping, postage, hosting, licensing fees, and other direct costs incurred on Client's behalf. WolfeCo will obtain written approval from Client before incurring any single expense.

All advertising or media placement costs (including radio, print, digital ads, or other media buys) are the responsibility of the Client.

Late Payments

Invoices unpaid after 30 days may incur a late fee of **1.5% per month** or the maximum amount permitted by law. WolfeCo may suspend services with **30 days written notice** if payments remain outstanding.

4. Intellectual Property and Ownership

MARKETING + CREATIVE SERVICES OPERATING AGREEMENT



Work Product

Upon full payment, all final materials produced by WolfeCo specifically for Client ("Work Product") become the property of Client and are considered **works made for hire**.

Third-Party Materials

Certain materials may include licensed third-party elements such as stock images, software, or music. Ownership of those elements remains with the original licensor and is subject to their licensing terms.

WolfeCo Materials

WolfeCo retains ownership of any proprietary tools, processes, templates, or methodologies developed before or outside this Agreement. Client receives a **perpetual license** to use such elements only as incorporated within the final Work Product.

5. Trademarks

WolfeCo may develop taglines, logos, slogans, brand names, or other trademarks ("Marks"). Client is responsible for confirming availability and completing any trademark registration, though WolfeCo may assist with coordination if requested.

6. Marketing and Promotion

Client grants WolfeCo permission to reference Client as a client in WolfeCo's marketing materials, including portfolio examples and case studies. Either party may issue press releases related to this partnership with prior approval from the other party.

7. Term and Termination

Term

This Agreement begins on **July 1, 2026** and continues for **12 months** unless terminated earlier as outlined below.

Early Termination

Either party may terminate the Agreement with **30 days written notice**.

Effect of Termination

Client will pay WolfeCo for all work completed up to the termination date. Any confidential or proprietary materials belonging to the other party must be returned or destroyed within **10 days** of termination.

8. Confidentiality

Both parties agree to keep confidential any non-public business information shared during the course of this Agreement, including business strategies, financial information, trade secrets, and internal documents.

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
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9. Representations and Warranties

WolfeCo warrants that services will be performed in a professional manner consistent with industry standards. Any software, website, or technology services delivered will be free from material defects for **30 days after delivery**.

Except for the warranties stated above, all services are provided **“as is.”**

10. Indemnification and Liability

Client Responsibility

Client agrees to defend and indemnify WolfeCo against claims arising from:

- Information or materials supplied by Client
- Client’s products or services
- Client’s misuse or modification of materials
- Claims related to Client’s advertising or marketing decisions

WolfeCo Responsibility

WolfeCo agrees to defend and indemnify Client for claims related to:

- Copyright infringement, defamation, or similar issues arising directly from WolfeCo-created materials
- Personal injury or property damage caused by WolfeCo’s negligence

Limitation of Liability

Except for confidentiality breaches or indemnification obligations, neither party shall be liable for indirect or consequential damages. WolfeCo’s total liability under this Agreement will not exceed the total fees paid by Client under the applicable SOW.

11. Dispute Resolution

Any dispute arising from this Agreement will first be addressed through good-faith negotiation. If unresolved, the dispute will be settled through **binding arbitration** administered by the American Arbitration Association in **Limestone County, Alabama**.

This Agreement is governed by the laws of the **State of Alabama**. The prevailing party in any enforcement action may recover reasonable attorney’s fees and costs.

12. Independent Contractor

WolfeCo operates as an **independent contractor** and not as an employee, partner, or joint venture of Client.

13. Force Majeure

Neither party shall be liable for delays or failure to perform caused by circumstances beyond reasonable control, including natural disasters, war, strikes, or other unforeseen events.



14. General Provisions

This Agreement:

- May not be assigned without written consent of the other party
- Is binding upon permitted successors and assigns
- Constitutes the **entire agreement** between the parties and supersedes prior agreements
- May only be modified in writing signed by both parties

15. Notices

Official notices shall be sent by certified mail, overnight courier, or personal delivery to:

WolfeCo Media LLC
Attn: Josh Wolfe
201-B W Washington Street
Athens, AL 35611



Limestone County Commission
Attn: Collin Daly
310 W Washington Street
Athens, AL 35611



MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
COMMISSION MEETING

WolfeCo Media

Signature: *Josh Wolfe*

Name: Josh Wolfe

Title: CEO

Date: June 4, 2026

Limestone County Commission

Signature: *Collin Daly*

Name: *Collin Daly*

Title: *County Chairman*

Date: *July 6, 2026*



ATTACHMENT A
STATEMENT OF WORK (SOW)
Limestone County Commission

The monthly Scope of Work will include up to 2 long-form (60-90 seconds) videos and 2-3 shorter (15-20 seconds) clips for the Commission to use as they wish. WolfeCo will provide all music and licensing, optimization for specific publication platform, uploading/transferring finished videos, measuring results, and providing an open line of communication between our office and the commissioner's office.

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

MOTION was made by David Ruf and seconded by Derrick Gatlin to approve the following budget revisions:

Account Number	Title of Line Item	Amount	Reason
541-35910 541-57210-549	Fund Balance Misc Equipment	-\$13,500.00 +\$13,500.00	Cowford – purchase of lawnmower.
152-35910 152-52300-239	Fund Balance Other R & M	-\$20,000.00 +\$20,000.00	Siren repair.
104-61200 104-54151-549	Fund Balance Misc Equipment & Furniture	-\$33,999.00 +\$33,999.00	To correct capital asset purchase from landfill fund.

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

MOTION was made by LaDon Townsend and seconded by David Ruf to approve the following bids:

Proposal No.	Item	Award To:	Amount
2916	Full Size Passenger Truck	Lynn Layton Chevrolet	\$52,751.50
2919	Full Size Passenger Truck – D2	Woody Anderson Ford	\$81,392.00

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

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve the following:

- 1. Approve to hire Kineta Duke as a Corrections Officer, effective July 6, 2026, pending a drug screening.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
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- 2. Approve to hire Jacolby Moore as a Corrections Officer, effective July 28, 2026, pending a drug screening.
- 3. Approve to hire Pierson James Cauwels as a Deputy Sheriff, effective July 6, 2026, pending a drug screening.

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

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve to amend the Staffing Plan to reorganize “Council on Aging” into two departments: Senior Services and Senior Activities.

Limestone County Commission Staffing Plan July 6, 2026	
CHAIRMAN Total: 1	
DISTRICT 1 1 District Commissioner 2 District Road Supervisor 19 4 Equipment Operator III 14 2 Equipment Operator II 12 2 Equipment Operator I 10 1 PT Litter Patrol Driver 5 2 PT Laborer 4 Total: 14	DISTRICT 2 1 District Commissioner 1 District Road Supervisor 19 4 Equipment Operator III 14 2 Equipment Operator II 12 2 Equipment Operator I 10 1 PT Litter Patrol Driver 5 2 PT Laborer 4 Total: 13
DISTRICT 3 1 District Commissioner 1 District Road Supervisor 19 1 Mechanic 15 4 Equipment Operator III 14 1 Equipment Operator II 12 1 Equipment Operator I 10 1 PT Litter Patrol Driver 5 2 PT Laborer 4 Total: 12	DISTRICT 4 1 District Commissioner 1 District Road Supervisor 19 3 Equipment Operator III 14 4 Equipment Operator II 12 2 Equipment Operator I 10 1 PT Litter Patrol Driver 5 1 PT Equipment Operator I 5 2 PT Laborer 4 Total: 15
ADMINISTRATION 1 County Administrator 27 1 Chief Financial Officer 26 1 Governmental Accountant 21 1 Payroll Specialist 17 1 Human Resources Specialist 17 1 Accounts Payable Technician 14 1 Communications Coordinator 14 2 Commission Clerk 10 Total: 9	INFORMATION TECHNOLOGY 1 Information Technology Director 25 1 Senior Systems Administrator 21 1 Information Systems Security Officer 20 3 Network Support Specialist I 17 2 IT Career Technician 1 Total: 8
ARCHIVES 1 Archivist 17 1 Assistant Archivist 10 Total: 2	LEGAL 1 County Attorney 27 1 Grants & Legal Specialist 21 Total: 2

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
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ANIMAL SHELTER 1 Animal Shelter Director 20 1 Veterinary Technician 12 3 Kennel Technician 10 Total: 5	RECYCLING 1 Recycling Specialist 17 1 Recycling Laborer 9 2 PT Recycling Laborer 4 Total: 4
ENGINEERING 1 County Engineer 27 1 Assistant County Engineer 24 1 Asst. County Engineer in Training 22 1 Project Manager 21 1 GIS & Floodplain Analyst 19 2 Bridge Inspector 19 1 Bridge Inspector in Training 16 2 Equipment Operator III - <i>Striping</i> 14 1 Equipment Operator II - <i>Striping</i> 12 1 Equipment Operator I - <i>Striping</i> 10 2 Engineering Support Assistant 12 Total: 14	PAVING – ROAD MAINTENANCE 1 Paving Road Supervisor 19 1 Paving Crew Lead 17 4 Equipment Operator III 14 1 Mechanic 15 2 Sign & Herbicide Technician 14 3 Equipment Operator II 12 3 Equipment Operator I 10 3 Temporary Laborer 4 Total: 18
SOLID WASTE 1 Solid Waste Superintendent 21 1 Mechanic 15 12 Solid Waste Operator 12 2 Solid Waste Clerk 12 1 Assistant Mechanic 12 4 Solid Waste Worker 10 2 Temporary Laborer 4 Total: 23	EMERGENCY MANAGEMENT 1 Emergency Management Director 23 2 EMA Officer * * <10 years’ experience: 17 10 years’ experience & required certifications: 19 Total: 3
REVENUE COMMISSION 1 Revenue Commissioner 1 Deputy Revenue Commissioner 23 1 Chief Clerk 16 4 Revenue Clerk 10 1 Revenue Clerk Trainee 10 Total: 8	APPRAISAL 1 Chief Real Property Appraiser 22 1 Chief Personal Property Appraiser 22 1 Temp. Chief Appraiser Trainee 21 1 Commercial Appraiser 18 2 GIS Technician 16 5 Real Property Appraiser ** 4 Real Property Appraisal Clerk 10 **Trainee: 14; 18 months’ experience: 17; State certified: 18 Total: 15

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Limestone County Commission Staffing Plan
July 6, 2026

LICENSE COMMISSION 1 License Commissioner 1 Chief License Clerk 20 1 Office Supervisor 17 1 Tag & Title Supervisor 14 1 Tag & Title Clerk IV 14 2 Tag & Title Clerk III 13 6 Tag & Title Clerk II 12 9 Tag & Title Clerk I 10 1 Out of State Title & Dealer Specialist 12 1 License Clerk 10 2 Help Desk Clerk 9 Total: 26	PROBATE 1 Probate Judge 1 Chief Probate Clerk 20 1 Deputy Chief Probate Clerk 16 1 Probate Clerk II – Accounting 12 3 Probate Clerk II – Real Estate 12 2 Probate Clerk I 10 Total: 9
COUNCIL ON AGING – SENIOR SERVICES 1 Senior Services Supervisor 19 1 Programs Coordinator 14 1 Administrative Secretary 14 1 PT Temp Van Driver 9 9 PT Van Driver 9 Total: 13 COUNCIL ON AGING – SENIOR ACTIVITIES 1 Senior Activities Supervisor 19 1 Activities Coordinator 14 6 Senior Center Manager 12 2 PT Senior Center Aide 7 Total: 10	COMMUNITY CORRECTIONS 1 Director / Court Referral Officer 22 1 Court Referral Officer 16 1 Case Manager 14 1 Admin. Assistant / Case Manager 14 1 Drug Lab Technician 12 1 Laboratory & Case Manager Assistant 12 Total: 6

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
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MAINTENANCE - FACILITIES & GROUNDS		SHERIFF'S OFFICE	
1	Superintendent of Facilities & Grounds	22	
1	Asst. Supt. of Facilities & Grounds	19	
1	Electrician & HVAC Technician	18	
1	Senior Maintenance Technician	16	
1	Assistant Electrician & HVAC Tech.	14	
4	Maintenance Technician	14	
2	Campground Manager	12	
5	Building Service Worker	9	
1	PT Maintenance Technician	8	
2	Temporary PT Maintenance Tech.	8	
1	Building Service Worker Tech.	1	
Total: 20		Total: 7	

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Limestone County Commission Staffing Plan
July 6, 2026

ANIMAL CONTROL		SCHOOL RESOURCE OFFICERS	
1	Lead Animal Control/ Impounding Officer	16	
1	Deputy Sheriff (Certified or APOST)	17	
1	Animal Control Officer	12	
Total: 3		Total: 18	
		*Unless otherwise agreed upon by the parties to be a lower grade or pay.	
		**Refer to Act 2025-409 (exp. 12/31/2030)	
COMMUNICATIONS		COURTHOUSE SECURITY	
1	Communications Supervisor	18	
10	Communications Officer	12	
Total: 11		Total: 7	
JAIL		LAW ENFORCEMENT	
1	Captain	21	
1	Captain Trainee	21	
2	Lieutenant – Jail Operations	20	
5	Sergeant	18	
1	Deputy Sheriff – Work Release	17	
2	Deputy Sheriff – Extradition	17	
4	Corporal – Corrections	16	
51	Corrections Officer	14	
1	Records Technician – Offender Registry	10	
1	Records Technician – Warrants	10	
1	Career Technician - Corrections	1	
Total: 70		Total: 57	
		*Flexibility to assign 3 Deputy Sheriffs to Investigations: 20	

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

MOTION was made by David Ruf and seconded by LaDon Townsend to approve the following updated job descriptions for Council on Aging:

- Senior Activities Supervisor
- Senior Services Supervisor
- Activities Coordinator
- Programs Coordinator
- Administrative Secretary
- Van Driver
- Center Manager

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2026,
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. David Ruf, aye; LaDon Townsend, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve to promote Alexandra Boyd from Nutrition Program Supervisor to Senior Activities Supervisor, effective July 6, 2026.

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

MOTION was made by David Ruf and seconded by LaDon Townsend to approve to transfer Heidi Stinnett from Council on Aging Director to Senior Services Supervisor, effective July 6, 2026.

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

MOTION was made by Derrick Gatlin and seconded by David Ruf to approve the following merit increases:

Name	Position	Effective Date
Hayden Russell	Equipment Operator II	8/18/2026
Maria L. Trujillo	Records Tech (Warrants)	7/8/2026
Austin Harris	Deputy Sheriff	7/1/2026
Ethan Green	Deputy Sheriff	7/7/2026
Preston Moore	Deputy Sheriff	7/21/2026
Cody Williams	Equipment Operator III	7/21/2026
Robert Allen Aldridge	Superintendent of Facilities & Grounds	3/17/2026
Jonathan Yerdon	IT Director	5/13/2026
Heidi Stinnett	COA Director	1/29/2026
Ellen Morell	County Administrator	6/21/2026
Amanda Morgan	Community Corrections Director	6/1/2026
Randall Thornton	Corrections Officer	7/7/2026
Jesse Gibson	School Resource Officer	7/6/2026
Dustin Baucom	Sergeant – Jail (Corrections)	7/21/2026
Connie Powers	Corrections Officer	7/8/2026
Miranda Sides	Corrections Officer	7/21/2026
Charity Smith	Corporal - Jail	7/17/2026
Justin Romine	Equipment Operator III – Stripe Crew	7/5/2026
Cameron Wright	Equipment Operator III – Stripe Crew	7/6/2026

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

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Creekside Park Subdivision Phase 4 – replat of Tract 1 Creekside Park Phase 3	Minor	Preliminary & Final	1	3	Off the W side of Segers Rd at the end of Timber Springs Court

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

MOTION was made by David Ruf and seconded by Derrick Gatlin to approve to remove the following from inventory:

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Department	Item	Asset Tag#	VIN #
54151 Recycling	MAX-PAK BALER HCE6OFE-8 (Retroactive to 10/1/2025)	10227	
57200 Parks & Rec	27' Christmas Tree & Drum Base	10302 & 10641	

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

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve to transfer the following inventory:

Transfer from	Transfer to	Item	Inventory or Serial #	VIN #
51100 Commission	53600 Engineering	2011 Ford Expedition	4881	1FMJU1J57BEF27186

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

MOTION was made by Derrick Gatlin and seconded by David Ruf to approve to sell the following on GovDeals:

Department	Item	Asset Tag#	VIN #
51200 Courthouse Maint.	2003 Ford F250 (Red) w/ Camper Shel	4477	1FTNX2OLO3EC91145

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

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve the amended Limestone County Safety Committee Members List.

Limestone County Commission appoints the following employees to administer a comprehensive safety program that is essential to the welfare of each employee as well as that of the citizens of Limestone County:

Safety Coordinator: Eddie Gilbert
Deputy Safety Coordinator: Daphne Ellison

- Safety Committee to consist of the following or their designee
- 1. Foreman from each district
 - 2. County Engineer
 - 3. Maintenance Supervisor
 - 4. Council on Aging Director
 - 5. Representative from EMA
 - 6. Community Corrections Director
 - 7. Law Enforcement - Chief Deputy and Patrol Captain
 - 8. Corrections - Corrections Captain & Operations Lieutenant
 - 9. Human Resource Coordinator
 - 10. Solid Waste
 - 11. Recycling

Approved: March 28, 2012
Amended: July 6, 2015
Amended: August 2,2021
Amended: September 1,2022
Amended: July 6, 2026

Safety Coordinator:	Eddie Gilbert	eddie.gilbert@limestonecounty-al.gov	256-216-5062
Deputy Safety Coord:	Daphne Ellison	daphne.ellison@limestonecounty-al.gov	256-216-5060

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Safety Committee Members

Dennis Wallace, Foreman District 1	dennis.wallace@limestonecounty-al.gov	256-233-6420
Adam Harper, District 2	adam.harper@limestonecounty-al.gov	256-232-2964
Derrick Gatlin, District 3	derrick.gatlin@limestonecounty-al.gov	256-233-2085
Brian Townsend, Foreman District 4	brian.townsend@limestonecounty-al.gov	256-233-1721
Hunter Daws, Assistant Engineer	hunter.daws@limestonecounty-al.gov	256-216-1425
Marc Massey, County Engineer	marc.massey@limestonecounty-al.gov	256-216-3421
Heidi Stinnett, Council on Aging Director	heidi.stinnett@limestonecounty-al.gov	256-233-6412
Allen Aldridge, Supt County Buildings,	allen.aldridge@limestonecounty-al.gov	256-434-0943
Mandy Morgan, Community Corrections	mandy.morgan@limestonecounty-al.gov	256-216-3385
Hillary Riggins, Human Resource Coordinator	Hillary.riggins@limestonecounty-al.gov	256-216-3413
Justin Flanagan, Chief Deputy	jflanagan@limestonesheriff.com	256-216-5002
Danny Craig, Patrol Captain	danny.craig@limestonesheriff.com	256-216-5004
Tammy Waddell, Corrections Captain	twaddell@limestonesheriff.com	256-216-5036
Mathew Hayes, Corrections Lieutenant	mhayes@limestonesheriff.com	256-216-5034
Angela Baldwin, Solid Waste Director	angela.baldwin@limestonecounty-al.gov	256-216-3402
Kerri Chalmers, Recycling	kerri.chalmers@limestonecounty-al.gov	256-233-6422

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

MOTION was made by David Ruf and seconded by LaDon Townsend to approve to adopt a Non-Governmental Entity Appropriation Policy and Procedure.

LIMESTONE COUNTY COMMISSION
Athens, Alabama

NON-GOVERNMENTAL ENTITY APPROPRIATION APPLICATION POLICY
AND PROCEDURE

Policy No. FIN-2026-01

Adopted: _____ | Effective: _____ | Review Cycle: Annual

Issuing Authority:	Limestone County Commission
Administered By:	County Administrator, in coordination with the CFO and County Attorney
Legal Authority:	Ala. Code § 11-3-11; § 11-8-3; § 11-8-8; Ala. Const. Art. IV, § 94; Alabama Ethics Law (Ala. Code § 36-25-1 et seq.)
Applies To:	All non-governmental entities requesting a County appropriation, grant, or monetary contribution from Limestone County general funds

I. PURPOSE AND POLICY STATEMENT

The Limestone County Commission (the "Commission") is charged with the responsible stewardship of public funds on behalf of the citizens of Limestone County, Alabama. In certain circumstances, the Commission may determine that an appropriation of County funds to a qualifying non-governmental entity advances a legitimate public purpose consistent with the County's mission and authority under applicable Alabama law.

This policy establishes a uniform, transparent, and accountable process for receiving, reviewing, and acting upon requests for County appropriations from non-governmental entities, including nonprofit organizations. It is the policy of Limestone County that no appropriation of public funds to a private or non-governmental entity shall be made except pursuant to the requirements and procedures set forth herein, and only upon a finding by the Commission that such appropriation serves a public purpose benefiting the residents of Limestone County.

II. SCOPE AND APPLICABILITY

A. Entities Covered

This policy applies to all requests for a monetary appropriation, contribution, donation, grant, or financial assistance from the general funds or any discretionary funds of Limestone County, Alabama, made by:

- Nonprofit organizations exempt from federal income tax under Section 501(c)(3) or any other subsection of 26 U.S.C. § 501(c);
- Charitable organizations registered with the Alabama Attorney General pursuant to the Alabama Charitable Organization Registration Act (Ala. Code § 13A-9-71 et seq.);
- Civic leagues, fraternal organizations, or other non-governmental associations; and

- Any other private entity, association, or organization that is not a unit of federal, state, or local government.

B. Entities and Transactions Not Covered

This policy does not apply to the following:

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- Contracts for goods and services procured pursuant to the County's purchasing policy and applicable Alabama competitive bid laws (Ala. Code § 41-16-1 et seq.);
- Intergovernmental agreements with other units of government;
- Expenditures for County operations, grant matching or related expenditures, employee compensation, or capital projects;
- Court-ordered payments; or
- Emergency disbursements authorized by the Commission by separate resolution in declared emergency circumstances.

III. DEFINITIONS

As used in this policy, the following terms have the meanings set forth below:

- Applicant:** Any non-governmental entity that submits a formal application for a County appropriation pursuant to this policy.
- Appropriation:** Any direct transfer of Limestone County public funds to a non-governmental entity, however designated, including grants, contributions, donations, subsidies, or matching funds.
- Commission:** The Limestone County Commission, the governing body of Limestone County, Alabama.
- County Administrator:** The Limestone County Commission Administrator or his or her designee.
- County Attorney:** The County Attorney for the Limestone County Commission or his or her designee.
- CFO:** The Limestone County Chief Financial Officer or designee of County Administrator.
- IRS Determination Letter:** The letter issued by the Internal Revenue Service confirming an organization's tax-exempt status under 26 U.S.C. § 501(c).
- Nonprofit Organization:** An organization that holds current tax-exempt status under 26 U.S.C. § 501(c) or is organized and operated for charitable, religious, educational, scientific, or other non-profit purposes under applicable law.
- Public Purpose:** A governmental or civic purpose that has a direct public benefit of a reasonably general character to a significant part of the public in the allowable discretion of the Commission, as distinguished from a remote and indirect or private benefit. The existence of a valid public purpose is a prerequisite for any County appropriation to a non-governmental entity.
- Accountability Report:** A post-disbursement written report submitted by a grantee documenting how County funds were expended, as required by Section VIII of this policy.

LIMESTONE COUNTY COMMISSION | Non-Governmental Appropriation Application Policy

IV. ELIGIBILITY REQUIREMENTS

To be eligible to apply for a County appropriation, an entity must meet all of the following minimum criteria at the time of application and at the time of any disbursement:

- A. Nonprofit or Non-Governmental Status**
1. The entity must be a non-governmental organization organized and operating on a nonprofit basis;
 2. The entity must hold current, valid tax-exempt status under 26 U.S.C. § 501(c), or must demonstrate that it is organized exclusively for charitable, educational, civic, or public-benefit purposes; and
 3. The entity must be in good standing with the Alabama Secretary of State, if incorporated or registered in Alabama.
- B. Residency and Service Area Nexus**
4. The entity must primarily serve residents of Limestone County, Alabama, or must demonstrate that its proposed use of County funds will provide a direct and substantial benefit to Limestone County residents.
- C. Legal Compliance**
5. The entity must not be debarred, suspended, or otherwise excluded from receiving public funds by any federal, state, or local authority;
 6. The entity must be current on all applicable state and local registrations and filings, including, if applicable, charitable solicitation registration with the Alabama Attorney General's Office; and
 7. The entity must be in material compliance with all applicable federal, state, and local laws and regulations.
- D. No Prohibited Purpose**
8. The requested appropriation must not primarily benefit a private individual, inure to the benefit of private shareholders, or be used for lobbying or political campaign activities.

V. APPLICATION REQUIREMENTS

Each Applicant must submit a complete application package to the County Administrator's Office. Incomplete applications will not be processed. The application package must include all of the following:

- A. Completed Application Form**
9. Applicants must complete the official Limestone County Non-Governmental Appropriation Application Form, available from the County Administrator's Office or the County's official website;
 10. The Application Form must be signed by an authorized officer or representative of the Applicant; and
 11. The Form must include the full legal name of the organization, principal business address, telephone number, email address, website (if any), and Federal Employer Identification Number (FEIN).

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B. Cover Letter

- 12. A cover letter on the organization’s official letterhead, signed by the Chief Executive Officer, Executive Director, Board Chair, or equivalent authorized officer, summarizing the request and confirming the accuracy and completeness of all information submitted.

C. Statement of Purpose and Project Narrative

- 13. A detailed written statement describing:
 - The specific public purpose for which the requested funds will be used;
 - The program, project, or service to be funded;
 - The anticipated outcomes, deliverables, and measurable benefits to Limestone County residents;
 - The proposed timeline for the project or use of funds; and
 - How the requested appropriation furthers the charitable or civic mission of the organization.
- 14. The narrative must identify the specific population or geographic area of Limestone County to be served.

D. Itemized Budget and Requested Amount

- 15. A precise statement of the total dollar amount of funds requested from Limestone County;
- 16. An itemized budget or line-item schedule showing specifically how all requested County funds will be expended, including any allocated amounts for:
 - Personnel costs (salaries, benefits, contractors);
 - Program supplies and materials;
 - Facilities, equipment, or capital items;
 - Administrative or overhead costs (not to exceed 15% of the total appropriation without written justification and Commission approval); and
 - Any other expenditure category.
- 17. A statement identifying all other funding sources for the same project or program, including amounts received or anticipated, to enable the Commission to assess the proportionality of the County’s contribution; and
- 18. If the requested funds are to supplement other funding, the Applicant must identify any matching or leveraging commitments.

TRANSPARENCY REQUIREMENT: *The Commission will not approve any appropriation in which the proposed budget does not itemize the use of County funds with reasonable specificity. Lump-sum “general operating” requests without project-specific justification are disfavored.*

E. Proof of Nonprofit or Non-Governmental Status

- 19. A copy of the organization’s IRS Determination Letter confirming tax-exempt status under 26 U.S.C. § 501(c), issued by the Internal Revenue Service;
- 20. If the organization is incorporated in Alabama, a current Certificate of Existence (Certificate of Good Standing) issued by the Alabama Secretary of State within the preceding twelve (12) months;
- 21. If the organization is incorporated in another state and registered to do business in Alabama, evidence of foreign qualification and good standing in the state of incorporation and in Alabama;

- 22. The organization’s most recent IRS Form 990, Form 990-EZ, or Form 990-N (e-Postcard), as applicable, for the most recently completed fiscal year; and
- 23. If the organization is not required to file a Form 990, a written statement explaining the basis for the exemption and an IRS Form W-9.

F. Financial Statements

- 24. The organization’s most recent annual financial statements, which should be audited or reviewed by an independent certified public accountant (CPA) if the organization’s annual revenues exceed \$250,000;
- 25. For organizations with annual revenues of less than \$250,000, internally prepared financial statements (including a balance sheet or statement of financial position and a statement of activities or income and expense) for the most recently completed fiscal year, signed by the Chief Financial Officer, Treasurer, or Executive Director; and
- 26. If the organization has not completed a full fiscal year of operations, a projected budget and any available financial records.

G. Organizational Documents

- 27. A current list of all officers and members of the Board of Directors or governing body, including names, titles, and contact information;
- 28. A copy of the organization’s current bylaws; and
- 29. If the organization has adopted a written conflict-of-interest policy, a copy of such policy.

H. Certification of No Conflict of Interest

- 30. A signed Certification, executed by an authorized officer, representing that, to the best of the Applicant’s knowledge, no officer, director, or employee of the Applicant has a financial interest in or a personal relationship with a Limestone County Commissioner, the County Administrator, or a County employee that would create a conflict of interest under the Alabama Ethics Law (Ala. Code § 36-25-1 et seq.); and
- 31. Disclosure of any such relationship or potential conflict, if applicable.

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I. Prior Accountability Report (If Applicable)

32. If the Applicant has received an appropriation from Limestone County in any prior fiscal year, the Applicant must submit the Accountability Report required by Section VIII of this policy for the most recent prior appropriation before a new application will be deemed complete.

J. Compliance and Accountability Agreement

33. A signed Compliance and Accountability Agreement acknowledging the Applicant's obligations under this policy, including the requirement to submit a post-disbursement Accountability Report and to submit to audit or inspection of records upon request by the County.

VI. APPLICATION DEADLINES AND SUBMISSION PROCEDURES

A. Annual Application Window

34. The County Administrator shall establish and publish an annual application period for non-governmental appropriation requests, coinciding with the County's budget development cycle. Applications received outside the annual window will be held for consideration in the next application cycle unless the Commission, by majority vote, authorizes out-of-cycle consideration for good cause.
35. The application deadline shall be no less than thirty (30) calendar days prior to the Commission meeting at which the request is to be considered, to allow adequate time for staff review.

B. Submission

36. All applications must be submitted in both printed hard copy (one original and two copies) and electronically (via email or other method designated by the County Administrator) to:

Limestone County Commission
Attn: County Administrator
310 West Washington Street
Athens, Alabama 35611
Re: Non-Governmental Appropriation Application

37. Applications submitted by mail must be received no later than the stated deadline. Late applications will not be processed in the current cycle.

C. Completeness Review

38. Within ten (10) business days of receipt, the County Administrator shall conduct an initial completeness review to determine whether all required documents and information have been provided;
39. If an application is incomplete, the County Administrator shall provide written notice to the Applicant identifying the specific deficiencies; the Applicant shall have ten (10) business days from the date of such notice to cure identified deficiencies; and
40. If deficiencies are not timely cured, the application shall be deemed withdrawn without prejudice and the Applicant may reapply in the same cycle, if the re-application is still timely, or in a subsequent cycle.

VII. REVIEW, EVALUATION, AND COMMISSION ACTION

A. Staff Review and Recommendation

41. Upon a determination that an application is complete, the County Administrator shall forward the application to the CFO for fiscal review and shall notify the County Attorney of the pending request;
42. The CFO shall prepare a fiscal review memorandum that addresses:
- The availability of funds in the appropriate budget category;
 - A comparison of the request to prior-year appropriations to the same entity, if applicable; and
 - Any financial concerns or flags identified in the Applicant's financial statements or Form 990.

43. The County Attorney shall review the application for legal sufficiency, including the adequacy of the public purpose showing, compliance with Ala. Const. Art. IV, § 94, and any conflict-of-interest concerns; and
44. The County Administrator shall compile the complete application, fiscal review memorandum, and legal review memorandum into a staff recommendation memorandum for Commission review.

B. Evaluation Criteria

The Commission shall consider the following criteria in evaluating appropriation requests, which are listed for guidance and are not exclusive:

- The clarity, specificity, and legitimacy of the stated public purpose;
- The degree to which the proposed use of funds will benefit residents of Limestone County;
- The financial health, transparency, and accountability track record of the Applicant;
- The amount requested relative to the County's overall budget and available discretionary funds;
- The availability of alternative funding sources and whether the County appropriation is necessary to accomplish the stated purpose;
- The Applicant's compliance history with prior County appropriation requirements, if any;
- Whether the organization is in good standing with all regulatory authorities; and
- The overall merits of the program or project to be funded.

C. Agenda Placement and Public Consideration

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- 45. Appropriation requests that pass staff review shall be placed on the agenda of a regular Commission meeting in accordance with the Limestone County Commission Rules of Procedure (November 2024), Section V;
- 46. All appropriation requests placed on the Commission agenda shall be made available for public inspection in accordance with the Alabama Open Meetings Act, Ala. Code § 36-25A-1 et seq., and applicable public records laws; and
- 47. The Applicant's authorized representative may be requested to appear before the Commission to present the application and respond to questions.

D. Commission Action

- 48. The Commission shall act on each appropriation request by resolution or recorded vote;
- 49. An appropriation shall be approved only upon a finding, stated in the approving resolution, that the appropriation serves a public purpose benefiting the residents of Limestone County;
- 50. The Commission may approve the requested amount, approve a modified amount, deny the request, or defer action pending submission of additional information; and
- 51. The County Administrator shall provide written notice of the Commission's action to the Applicant within five (5) business days of the meeting at which action is taken.

VIII. DISBURSEMENT CONDITIONS AND ACCOUNTABILITY

A. Disbursement Agreement

- 52. No County funds shall be disbursed to an approved Applicant until the Applicant has executed a written Disbursement and Accountability Agreement with Limestone County, prepared by the County Attorney, which shall include at minimum:
 - The specific amount approved and the purpose for which funds may be used;
 - A prohibition on use of County funds for purposes other than those expressly approved by the Commission;
 - A prohibition on use of County funds for political campaign activities, lobbying, or any purpose that would violate applicable law;
 - A requirement to maintain records and documentation of all expenditures of County funds for a minimum of five (5) years;
 - A right of the County to audit, inspect, and copy the Grantee's financial records pertaining to County funds upon reasonable notice;
 - A clawback provision requiring repayment of funds used for purposes inconsistent with the approved purpose; and
 - A reporting obligation consistent with Section VIII(B) of this policy.

B. Accountability Report

- 53. Not later than sixty (60) calendar days after the conclusion of the funded project or program, or sixty (60) days before the end of the County's fiscal year in which funds were disbursed, whichever occurs first, the Grantee shall submit a written Accountability Report to the County Administrator's Office;
- 54. The Accountability Report shall include:
 - A narrative description of how the funds were used and the outcomes achieved;
 - An itemized accounting of all County funds expended, organized by budget line-item;
 - Copies of supporting documentation (receipts, invoices, payroll records, etc.) for expenditures of County funds;
 - A statement of any unexpended County funds, with an explanation; and
 - Any other information requested by the County Administrator.
- 55. Unexpended County funds not authorized to be retained must be returned to the County within thirty (30) days of the end of the County's fiscal year in which funds were disbursed; and
- 56. Failure to submit a timely Accountability Report shall disqualify the Grantee from consideration for future County appropriations until the delinquent report is received and accepted.

C. Right to Audit

- 57. Limestone County reserves the right, exercisable at the County's discretion and at the County's expense unless fraud or material misuse is found, to audit or inspect any Grantee's financial records relating to the use of County funds. A finding of misuse may result in demand for repayment and referral to appropriate authorities.

IX. LIMITATIONS AND PROHIBITIONS

- 58. No County appropriation shall be made to any entity for the primary purpose of benefiting a private individual or paying the personal expenses of any individual;
- 59. No County appropriation shall be used for alcoholic beverages, entertainment of a non-public nature, or any expenditure that a reasonable person would consider inconsistent with a public purpose;
- 60. No appropriation shall be made to an entity that advocates for or engages in discriminatory practices in violation of applicable federal or state law; and
- 61. Nothing in this policy shall be construed to obligate the Commission to approve any application or to create an entitlement to County funds.

X. RECORDKEEPING AND PUBLIC TRANSPARENCY

- 62. The County Administrator shall maintain a complete file for each appropriation application received, including the application, all supporting documents, staff review memoranda, and Commission action records;

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- records,
- 63. All approved appropriations shall be recorded in the Commission's official minutes and shall be reflected in the County's annual budget and financial reports;
 - 64. A summary register of all non-governmental appropriation applications received, including amounts requested, amounts approved, and Grantees, shall be made available for public inspection upon request pursuant to the Alabama Open Records Act (Ala. Code § 36-12-40 et seq.); and
 - 65. The County shall retain all application records for a minimum of seven (7) years from the date of Commission action, consistent with applicable records retention schedules.

XI. POLICY ADMINISTRATION, REVIEW, AND AMENDMENT

- 66. This policy shall be administered by the County Administrator, with the assistance of the CFO and County Attorney;
- 67. The County Administrator is authorized to develop and maintain application forms, checklists, and procedural guidance documents consistent with this policy;
- 68. This policy shall be reviewed annually by the County Administrator and County Attorney, with any recommended amendments presented to the Commission for approval; and
- 69. This policy may be amended by majority vote of the Commission at any regular meeting, subject to the notice and agenda requirements of the Commission's Rules of Procedure.

XIII. APPLICATION CHECKLIST AND PROCESS SUMMARY

REQUIRED DOCUMENT CHECKLIST – Applicant must provide ALL items marked “Required”

DOCUMENT / ITEM	STATUS
Completed Application Form (signed)	Required
Cover Letter on Organizational Letterhead	Required
Purpose and Project Narrative	Required
Itemized Budget / Line-Item Use of Funds	Required
Amount Requested (exact dollar figure)	Required
IRS Determination Letter (501(c)(3) or other)	Required
Current Alabama Secretary of State Certificate of Existence	Required
Most Recent Annual Financial Statements (audited or reviewed preferred)	Required
Most Recent IRS Form 990 (or 990-EZ / 990-N)	Required
List of Officers and Board of Directors	Required
Federal Employer Identification Number (FEIN)	Required
DUNS / SAM.gov Registration (if applicable)	If applicable
Certification of No Conflict of Interest	Required
Prior-Year Accountability Report (if prior recipient)	If applicable
List of Other Funding Sources for Same Project	Required
Signed Compliance & Accountability Agreement	Required

APPLICATION REVIEW AND APPROVAL PROCESS SUMMARY

STEP	ACTION / RESPONSIBILITY
Step 1 – Obtain Application	County Administrator's Office or County website
Step 2 – Complete & Compile	Applicant assembles all required documents
Step 3 – Submit by Deadline	30 days before requested Commission meeting
Step 4 – Completeness Review	County Administrator within 10 business days
Step 5 – Staff Analysis	CFO prepares fiscal review memo; County Attorney prepares legal review memo
Step 6 – Agenda Placement	Administrator places on Commission agenda

STEP	ACTION / RESPONSIBILITY
Step 7 – Commission Action	Commission votes; resolution issued if approved
Step 8 – Disbursement	Finance Office releases funds per agreement
Step 9 – Accountability Report	Grantee submits report by sooner of 60 days of project end or 60 days before fiscal year end

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XIV. ADOPTION AND CERTIFICATION

This Non-Governmental Entity Appropriation Application Policy and Procedure was duly adopted by the Limestone County Commission at a regular meeting held on the date set forth below, and shall be effective immediately upon adoption.

Commission Chair, Limestone County Commission		Date of Adoption
County Administrator		County Attorney

END OF POLICY – Policy No. FIN-2026-01

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

Commissioner Ruf stated he hopes to get Sweet Springs Rd. paved this week, weather permitting. He stated his crew is out bush hogging and trimming trees. In closing, he hopes to have more paving projects done in the next couple of weeks.

Commissioner Turner absent.

Commissioner Gatlin gave a paving update on Davis Rd. In closing, he stated they will start on Carpenter Rd., weather permitting.

Commissioner Townsend gave a paving update on Hunter Gates Rd. and Cabbage Ridge Rd. In closing, he stated his crew is out cleaning out trees from the storm and continuing to bushhog.

Chairman Daly thanked commissioners for all they do and contributing to the fireworks show held with the City of Athens.

Recessed at 9:45 a.m. until 10:00 a.m. for budget hearings.

Adjourned at 10:11 a.m. until 9:00 a.m. on Monday, July 20, 2026, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Collin Daly, Chairman

David Ruf, D-I Commissioner

Johnny Turner, D-II Commissioner

Derrick Gatlin, D-III Commissioner

LaDon Townsend, D-IV Commissioner