

MINUTES, LIMESTONE COUNTY COMMISSION, JUNE 17, 2019

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

Tere Richardson, Athens Main Street Executive Director, expressed her appreciation for the gathering space created at the farmers market which allows local musicians, artist and food trucks to be at the Saturday market to support local farmers.

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

The meeting began with the Pledge of Allegiance.

MOTION was made by Steve Turner and seconded by Jason Black to approve the minutes of June 4 & 12, 2019.

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve the following claims

5/31/19	Check # 53396 – 53472	\$1,000,777.94
6/07/19	Check # 53473 – 53559	<u>\$ 579,510.36</u>
	TOTAL	\$1,580,288.30

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

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

MOTION was made by Steve Turner and seconded by Jason Black to authorize the Chairman to execute the following TARCOG Senior Community Service Employment Program host agency agreements, effective July 1, 2019 to June 30, 2020:

ADSS SCSEP Host Agency Agreement

To comply with the requirements of the Alabama Department of Senior Services (ADSS), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by Limestone County Commission hereinafter referred to as the Host Agency, and TARCOG, hereinafter referred to as the Sponsor Agency.

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The Host Agency agrees to provide a safe and healthful work site for each participant, to provide adequate orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description, which includes skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant at any time that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

The Host Agency agrees that no other national Title V project sponsor will be provided a community service assignment while this Agreement is in effect.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide properly prepared time sheets, periodic performance evaluations, and other required documents. In addition, the Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

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The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by Limestone County Commission, hereinafter referred to as the Host Agency, and TARCOG, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned participants, the Host Agency agrees to document any inappropriate work behaviors of participants that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the participants, particularly absences of three days or longer.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for participants serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participant worked the hours claimed on their time sheet and will assure that both they and the participant sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and

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understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be like “in demand” or “growth industries” private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that participants currently assigned to the Host Agency are not to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors’ meeting. Host Agency supervisors’ meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for engaging in productive community service employment.

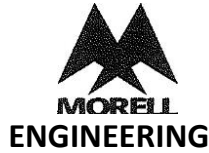
The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers’ Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve Morell Engineering to provide engineering and management services for the Emergency Management Agency building renovation project; in the amount of \$25,000.

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June 10, 2019

Limestone County Commission
310 West Washington Street
Athens, AL 35611

Subject: Proposal to Provide Engineering Services Limestone County EMA

Commissioners:


Morell Engineering is pleased to submit this proposal for the Limestone County EMA Building Renovations. This proposal outlines the information provided to us regarding the project, our proposed scope of services, and a cost estimate for the proposed services.

PROJECT INFORMATION, ENGINEERING & ARCHITECTURAL SCOPE, AND BUDGET The existing Limestone County EMA Building will be undergoing renovations. This project will add an additional covered area on the east end of the existing EMA building. The project will also replace the existing steps to the second floor, replace the existing wall sheets on the entire building, and replace the concrete for the parking bays located on the east end. The construction estimate is \$270,000. Morell Engineering will provide engineering services, architectural services, contract documentation, procurement services, and construction administration services. The services previously listed in this proposal will be performed for a lump sum budget amount of \$25,000.



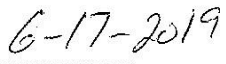
CLOSING

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

Respectfully submitted,


W. Taz Morell, P.E./P.L.S.
President
Morell Engineering, Inc.

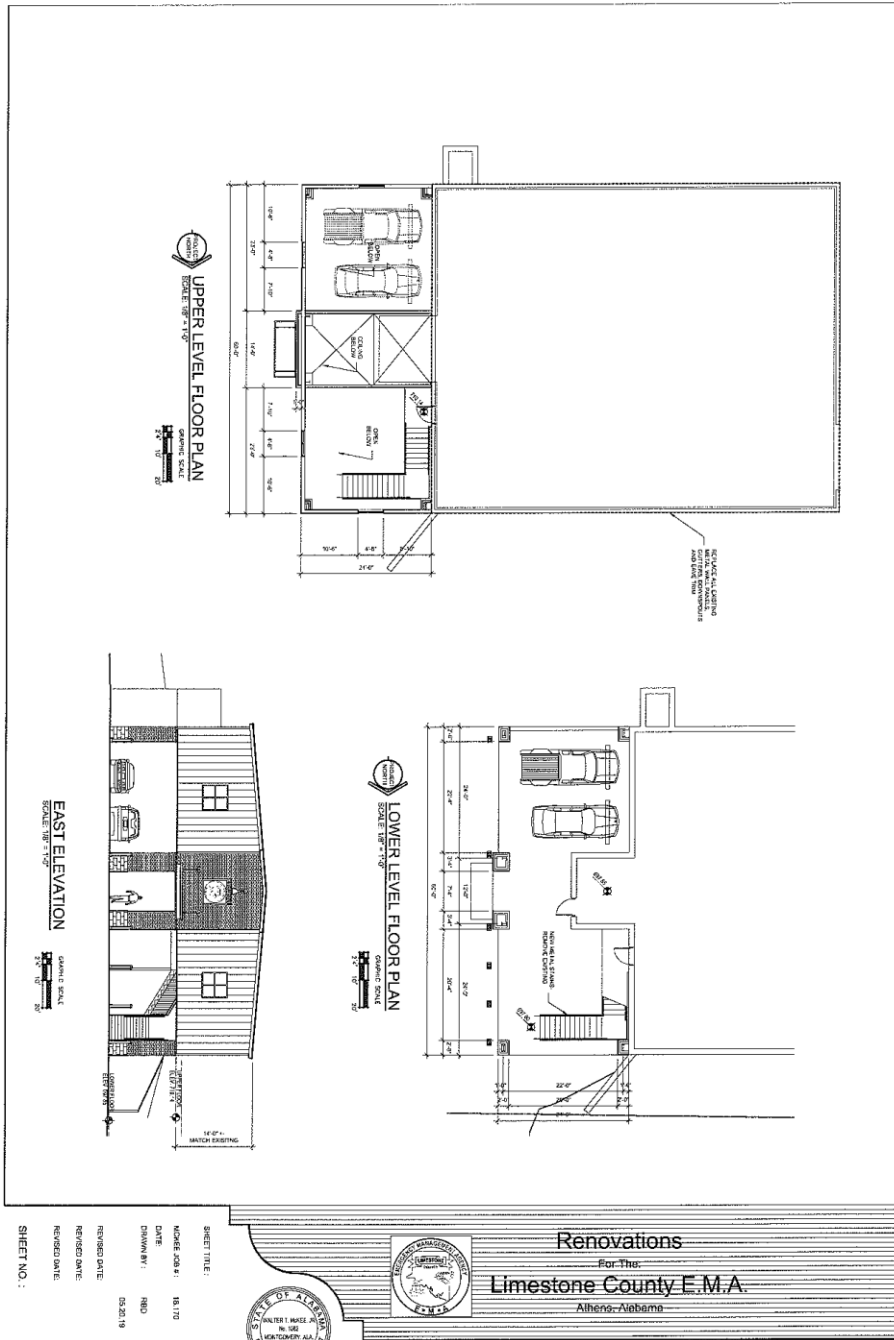
Attachment: Exhibit Drawing

Proposal Acceptance Signature Date

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Monday, May 20, 2019 10:08:06 AM - Z:\2019\18-170 Renovations to Limestone County EMACAD Drawings\Architectural\A11 Floor Plans.dwg



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

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MOTION was made by Steve Turner and seconded by Ben Harrison to approve the following budget revision:

Department	Account Number	Title of Line Item	Amount
Tourism (for Singing River Trails)	123-41250	Lodging Tax	-\$2,200.00
	123-57200-290	Direct Support	+\$5,000.00
	123-57200-219	Other Miscellaneous	-\$2,800.00

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

MOTION was made by Daryl Sammet and seconded by Jason Black to hire Johnny Campbell as part-time School Resource Officer and Courthouse Security Officer.

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

MOTION was made by Jason Black and seconded by Steve Turner to revise Family Medical Leave for Jonathan Yerdon which was approved April 15, 2019 to correct ending date to July 8th.

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

MOTION was made by Steve Turner and seconded by Daryl Sammet to transfer Caleb King from Transport Officer to Work Release Superintendent.

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

MOTION was made by Daryl Sammet and seconded by Jason Black to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Kenneth Robinson Subdivision	Minor	Preliminary & Final	2	1	East side of Pettusville Rd, approx. 4600' north of Locks Cross Roads
Baker's Acres Subdivision	Minor	Preliminary & Final	2	1	East side of Rochelle Rd, approx. 209' north of Cagle Rd & Rochelle Rd intersection

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

MOTION was made by Steve Turner and seconded by Jason Black to approve the insolvencies, errors, and taxes in litigation for 2018 and uncollected insolvents and taxes in litigation for previous year as presented by Revenue Commissioner’s Office.

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

MOTION was made by Daryl Sammet and seconded by Ben Harrison to remove the following from inventory:

Department	Item	Inventory #
Emergency Management	Dell Computer	4786/18394

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

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

Department	Item	VIN #
District 3	Sterling Freightliner Asphalt Patcher	49HADBV77DX56704
Recycling	2008 Ford F250 SD PU (Unit 797)	1FTNF20588ED01030
Recycling	2010 Ford F250 PU (Unit 1001)	1FTNF2A58AEA95387
Sheriff’s Office	2007 Chevy Trail Blazer	1GNDT13S172257878
Sheriff’s Office	2008 Zenn Electric	8041015322038
Sheriff’s Office	2008 Ford Crown Vic	2FAFP71V08X150847
Sheriff’s Office	2008 Ford Crown Vic	2FAFP71V28X150848
Sheriff’s Office	2008 Ford Crown Vic	2FAFP71V88X150840
Sheriff’s Office	2008 Ford Crown Vic	2FAFP71V18X150842
Sheriff’s Office	2009 Ford Crown Vic	2FAHP71V89X126242
Sheriff’s Office	2010 Ford Crown Vic	2FABP7BV3AX126237
Sheriff’s Office	2010 Ford Crown Vic	2FSBP7BV7AX126239
Sheriff’s Office	2010 Ford Crown Vic	2FABP7BV5AX126238
Sheriff’s Office	2011 Ford Crown Vic	2FABP7BV2BX135545
Sheriff’s Office	2011 Ford Crown Vic	2FABP7BVXBX135549
Sheriff’s Office	2016 Chevy Tahoe	1GNLCDEC9GR295725
Sheriff’s Office	2018 Chevy Tahoe	1GNLCDEC7JR359607

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

MOTION was made by Ben Harrison and seconded by Daryl Sammet to transfer the following inventory equipment:

Transfer from	Transfer to	Item	Inventory #
EMA	Athens Board of Education	Security Access System (located at Athens High School)	4933/18409
EMA	Athens Board of Education	Security System (located at Julian Newman Elem.)	4968/18419

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

Commissioner Turner reported his district plans to start bush hogging next week. He asked that motorist be aware of the bush hogs and use caution.

Commissioner Harrison reported his district has a problem on Sugar Creek Estates from a failed pipe. He is working with private land owners to make an alternate route around since Sugar Creek Estates is a dead-end road.

Chairman Daly thanked everyone for attending.

Recessed at 10:11 a.m. until 10:00 a.m. on **Tuesday June 25, 2019**, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.