

**MINUTES, LIMESTONE COUNTY COMMISSION, JUNE 18, 2018**

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

Present: Stanley Hill, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Mark Yarbrough, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Jason Black and seconded by Steve Turner to approve the minutes of June 5 & 13, 2018.

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve the following claims

6/01/18	Check # 48620 – 48631	Void
6/01/18	Check # 48632 – 48643	\$ 93,214.10
6/08/18	Check # 48644 – 48716	\$344,181.10
6/12/18	Check # 48717 – 48919	<u>\$ 21,626.21</u>
	TOTAL	\$459,021.41

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. Ben Harrison, aye; Jason Black, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Stanley Hill to suspend the Rules of Order to add two agreements to the agenda.

The Administrator called the roll. Steve Turner, aye Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Stanley Hill and seconded by Steve Turner to authorize the Chairman to execute an agreement with the State of Alabama (ALDOT) to resurface Harvest Road from SR-251 to Love Branch Road. Project STPOA-4217(250), LCP 42-167-17, CPMS Ref # 100068207:

FY Funds (2017)	\$ 393,236.04
FY Funds (2018)	\$ 498,524.39
County Funds	<u>\$ 222,940.11</u>
Total	\$1,114,700.54

## MINUTES, LIMESTONE COUNTY COMMISSION, JUNE 18, 2018

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

**MOTION** was made by Jason Black and seconded by Ben Harrison to approve the following TARCOG agreements for Alabama Department of Senior Service Senior Community Service Employment Program (ADSS SCSEP) Host Agency Agreement and Senior Service America, Inc. Senior Community Service Employment Program (SSAI SCSEP) Host Agency Agreement for senior aides at each Senior Center.

### **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 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 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

**MINUTES, LIMESTONE COUNTY COMMISSION, JUNE 18, 2018**

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.

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.

This Agreement is in effect from July 1, 2018 - June 30, 2019

Signed — Host Agency

Host Agency: Limestone County Commission  
Representative Name/Signature: Mark Yarbrough  
Host Agency Title: Chairman  
Host Agency Supervisor: Linda Black - Council on Aging  
Address: 310 W. Washington Street, Athens, AL 35611  
Phone: 256-233-6400  
Date: 6-18-18

Signed— SCSEP SPONSOR

SCSEP Sponsor: TARCOG  
Representative Name/Signature: John D. Sanders  
Title: Director of Senior Employment Programs  
Address: 5075 Research Drive. NW. Huntsville. AL 35805  
Phone: 256-716-2454..... Fax: 256 830-0843  
Date:

Definition of Host Agency Status

## MINUTES, LIMESTONE COUNTY COMMISSION, JUNE 18, 2018

(Check one)

This host agency is a government agency. FEIN 63-6001607 (Required by USDOL).

This host agency is a certified non-profit agency under Section 501 (c)(3) of the United States Internal Revenue Code. FEIN (Required by USDOL).

501 (c) (3) documentation is attached.

501(c) (3) documentation is already on file with the sponsor.

### 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 into by 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 fulltime 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.

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 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

**MINUTES, LIMESTONE COUNTY COMMISSION, JUNE 18, 2018**

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 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 nonprofit 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.

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.

This Agreement is in effect from July 1, 2018 - June 30, 2019

Signed — Host Agency

Host Agency: Limestone County Commission  
Representative Name/Signature: Mark Yarbrough  
Host Agency Title: Chairman  
Host Agency Supervisor: Linda Black - Council on Aging  
Address: 310 W. Washington Street, Athens, AL 35611  
Phone: 256-233-6400  
Date: 6-18-18

Signed— SCSEP SPONSOR

SCSEP Sponsor: TARCOG  
Representative Name/Signature: John D. Sanders  
Title: Director of Senior Employment Programs  
Address: 5075 Research Drive, NW, Huntsville, AL 35805  
Phone: 256-716-2454..... Fax: 256 830-0843  
Date:

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501 (c) (3) documentation is attached.

501(c) (3) documentation is already on file with the sponsor.

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

**MOTION** was made by Steve Turner and seconded by Jason Black to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

<b>Proposal No.</b>	<b>Item</b>	<b>Awarded to</b>	<b>Amount</b>
2650	Pistol Permits (Sheriff's Office)	Currie Systems	\$247.12

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

**MOTION** was made by Stanley Hill and seconded by Steve Turner to approve Family Medical Leave for Kaye Gordon beginning June 22, 2018 through July 6, 2018.

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

**MOTION** was made by Jason Black and seconded by Steve Turner to approve Family Medical Leave for Eddie Gilbert beginning June 18, 2018 through June 29, 2018.

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

**MOTION** was made by Jason Black and seconded by Steve Turner to hire Mark Zivat as a Deputy at the Sheriff's Department, pending drug screening.

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**MOTION** was made by Steve Turner and seconded by Jason Black to approve the insolvencies, errors, and taxes in litigation for 2017 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; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Yarbrough announced a Public Hearing on July 2, 2018 at 10:00 a.m. at Limestone County Commission Chambers located at 100 S. Clinton Street regarding the county's intention to apply for a Community Development Block Grant (CDBG) to provide funding for the development of water system improvements within the Tanner community.

Commissioner Hill said a worker had to jump in the ditch to keep from being hit by a car while his district was chip sealing this morning. He discussed the importance of slowing down when driving through work zones.

Commissioner Turner announced there will be about 4' of new pavement on each side of Jones Road from the widening project. He has plans to repave Jones Road, but most likely not this year. His district is patching and littering continues to be problem. He requested motorist to use caution when his district begins bush hogging the second week of July.

Commissioner Black reported his district is removing signs from the county right-of-way and putting down a new surface at the campground off Hatchett Road with TVA provided funds. He will be attending a listening session co-hosted by TVA about conservation projects and campground improvements.

Commissioner Harrison announced Sugar Creek Road will remain closed while three or four drainage pipes are being replaced.

Recessed at 10:10 a.m. until 10:00 a.m. on Wednesday, June 27, 2018, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.