

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 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.

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

Rhiannon Knight, "I am fifteen years and I am a sophomore at Athens Renaissance school. I am here today because I believe that the Athens limestone public library should be getting more than it was recently granted. I understand if it's too late this year for that to be reversed but I would appreciate if that could be fixed in the future. I actually am an illegal alien per say, technically not illegal because I'm not from around here I was born in Lakeland Florida close to Tampa about an hour away. I moved up here and the library has become a second home to me. The staff and other patrons are so supportive of me and everything I do and if the library has to cut hours and programs, I know that the staff and other patrons will suffer. We all come together as a community when we're at the library there's no differences between any of us and I feel like if the library suffers, we will all feel the effects we will all suffer with it."

Lloyd Davies, 13222 Highway 31 South. "I want to share with you why I believe libraries are important cornerstones of a healthy community. Libraries give people the opportunity to find jobs, explore medical research, experience new ideas, get lost in wonderful stories while at the same time provide a sense of a place of gathering. Our library is a unique and valuable resource, once an abandoned grocery store, now a driving force to community gatherings in endless education. The Limestone County Library reflects the diversity and character, the needs and expectations of our community. Those needs, and expectations are often extensive and the services invaluable. The library is often the only resident readily available source of comprehensive information needed by people for personal family job-related purposes. Our community's economy benefits when businesses use the library to make wise business decisions, employs you to improve job skills or to help break the cycle of poverty during economic hardship. Our citizens turn to and depend upon the library for resources. I ask you to please make a commitment to support and protect our library, our community depends on it."

Rebecca Croomes, 1121 East Pryor Street. "I'm here as well with others to respectfully request that you reconsider your funding decisions regarding the library. A full disclosure, I worked at the library for the better part of this year, but nobody asked me to be here today, I came of my own volition. I understand if it's too late for things to happen this year but there's still plenty of time for you to at least go sit in the library especially when it opens. Several days there are people waiting outside for the doors to open so they could come in and make use of all the resources available. Come in on Tuesdays when the Master Gardeners have their question-and-answer booth. Come on Tuesdays for the used book sale. There are several retired seniors that will come every week to spend time together, fellowship and make connections with families in the community. Come on Wednesdays for the children's story time. The library had record-breaking numbers of children in attendance, especially this summer for summer reading programs and that provides a much-needed early literacy intervention for children across your whole spectrum of socio-economic conditions here in Limestone County.

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Some for children that are even on the autism spectrum talked to miss Amanda, the youth librarian. She has become a statewide resource for autism reading intervention. She hosts a special spectrum story time to cater to children with those needs and the library even hosted an autism skill camp this summer that was very well attended. As far as the financials, I can say there's nothing to hide. I don't want to speak for Laura, but I mean it's a very tightly run ship. It's one of the best run places I've ever worked. I would just again ask you to respectfully reconsider your decision or at least just spend time at the library getting to know the staff that works there and the people that are impacted."

James L. Hickman, 29637 Brafferton Circle NW. "The most popular institution in any community happens to be the public libraries, 91% by the way. There's extensive Pew Research on libraries, what they are, what they do, how important they are to people. I would hope that before you made a 40% cut, I, look at it as a 62% cut, because they requested \$135,000. So, 91% say libraries are important to their communities, 76% say they are important to them and their families, 98% of anyone who has ever visited the library say the interactions are very positive, and 50% of the visitors got help from a librarian. Now we have to see this as a punitive cut because most of the entities that you fund were level funded or they were plussed up. Those that are most affected, by Pew Research again, women, African Americans, Hispanics and adults living in lower-income households, adults with lower levels of education attainment, those searching for jobs, those living with a disability and those who lack home internet services. I know that you all know internet penetration is not 100 percent in this county. I know you've been working on it but it's not there yet and some who have it, it's inadequate so the library is not just a library it's a community center, it's a home for all of these people and more and what pains me is you should be actually expanding library services not cutting them. And, the final thing I would like to say, I am an uninformed citizen, why because the County Commission should be a trusted source for what is happening in the community and what is happening in the budget. I'm one of your customers out of the 90 thousand plus that are in the county, but I'm uninformed. This discussion is raging in the community but none of us have the facts and we don't have the facts because there's nothing that we can consult that would tell us what the facts are. You haven't given me a reason to who voted what. I understand if you drill down, the vote to approve the cut was three to one, so all we needed was one more vote to not do the cut to bring the Chairman into effect. I think from reading the county commissioners handbook that there is a process where you can amend the budget during the current fiscal year, and so my request would be, and I think everybody in the room would agree, why not revisit the issue, why not involve the community in something that is absolutely important to everyone in this community, and why not let us join in? Let us help, why not have a public hearing on this issue?"

Jocelyn Broer, 113 Wesley Clark Boulevard. "I'm here, number one because I'm a mom. We got into a position with our family, my husband went back to school to try to make more money, in the meantime I was staying home with the children. The library was a much-needed resource for me. My parents were school teachers, I grew up reading, my children have been reading. I will tell you the library here you need to not cut, you need to expand your money, the hours are not good for young for stay-at-home moms with young children. These kids are up by 6 or 7 o'clock in the morning and

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when your library opens at 10 o'clock they are climbing the walls. The Madison City Libraries open at 9:00 every day and they close at 8:00 p.m. That's going to help those teenagers that need a place to go after school. They don't get home until four o'clock from the buses, the parents get home at 5:00. Your library closes at 5 o'clock, that closes the door on a place for teenagers to hang out. I also volunteer, well I'd say volunteer, I make a little money subbing with the school. I think of it as volunteering because I want to be involved in the community and what's going on. So, I hear people around the community complaining about our children and why are they just roaming the streets. Let's all contribute as a group and give them something to do. I always grew up hearing it takes a village. We all need to keep an eye on our children, make sure they're doing what they need to do now. I also want to say from another perspective let's talk dollars. Your library is closed on Sunday. It could be open in the afternoons, that's when some of the kids are trying to get their homework done. They need to have those places to study, they need computers for research."

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Steve Turner to approve the minutes of September 11, 16 and October 1, 2019.

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 approve the following claims

9/19/19	Check # 54597	\$ 1,192.31
9/20/19	Check # 54598 – 54661	\$ 232,574.92
9/27/19	Check # 54662 – 54774	\$1,665,510.70
9/30/19	Check # 54775 – 54831	\$ 208,019.23
9/30/19	Check # 54832	\$ 55,674.03
9/30/19	Check # 54833	\$ 770.00
	TOTAL	\$2,163,741.19

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. 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 Ben Harrison to authorize the Chairman to execute the following contract with the State of Alabama Department of Corrections for the Limestone County Community Corrections Program beginning October 1, 2019, for an initial allocation of \$270,424.00 reimbursement funding of qualified offenders and authorize Tony Gravier as Director to execute the contract. Retroactive September 30, 2019.

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Community Corrections Program Contract The Limestone County Community Corrections Program Federal or Employer Identification Number 63-6001607

This contract is entered into by and between the Alabama Department of Corrections (hereinafter referred to as the "ADOC") and the Limestone County' Community Corrections Program (hereinafter referred to as the "Program"), the foregoing entities being individually referred to as a "Party" and collectively described by the term "Parties." The Parties agree as follows:

1. The Program has submitted, and the ADOC has approved, a Community Corrections Plan ("Plan"), which is adopted and incorporated as set forth herein.
2. The ADOC has provided an allocation of \$270,424 for reimbursement funding of qualified offenders at a rate of ten dollars (\$10) per day for expenditures encumbered for Fiscal Year 2019, from October 1, 2019, to September 30, 2020 - except for those offenders qualified at a higher rate through incentivized reimbursement of a special diversion program. An allocation for the remaining quarters will be made based on available funding as determined by the ADOC Community Corrections Division Director.
3. The Program expressly agrees that any funds available for disbursement or paid for reimbursement of supervision under this Contract is done so at the total discretion of the Commissioner of the ADOC and is also contingent upon available Community Corrections funding appropriated by the Alabama State Legislature.
4. The Program hereby agrees to:
 - a. Comply with the Community Punishment and Corrections Act of 1991, as amended, codified as *Alabama Code Section 15-18-170, et seq*; the *ADOC Community Corrections Program Minimum Standards*; and ADOC Administrative Regulation 490, Community Corrections Program.
 - b. Provide evidence-based treatment programs, services, and supervision for offenders based on the risk of reoffending through utilization of the *Alabama Risk Assessment System (ARAS)* and the *Community Corrections Offender Contact and Supervision Matrix*.
 - c. Perform a monthly review, reconcile, and validate the Program offender population with the ADOC Monthly CCP Population Report.
 - d. Participate in ADOC program evaluations, program assessments, and data collection.
 - e. Establish and maintain a good working relationship with the ADOC, judges, District Attorneys, local Bar Associations, Circuit Clerks, Sheriffs, and other local law enforcement agencies to encourage and promote the growth and expansion of Community Corrections.
 - f. Participate in training provided by the ADOC including, but not limited to, training requirements of the Prison Rape Elimination Act (PREA) and ARAS, as required.
5. It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now' in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.
6. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of

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- non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
7. The Program understands and agrees that none of its employees, agents, or volunteers will be subject to the provisions, or entitled to, the State Merit System Law as a consequence of this Agreement.
 8. The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
 9. In compliance with Act 2016-312, the Program hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
 10. Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates - with or without the consent of the inmate - is illegal. Under Alabama law, it constitutes a felony - custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct - including suspected conduct - that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Director of the Community Corrections Division of the ADOC or his designee.
 11. The ADOC reserves the right to terminate this contract upon one hundred eighty (180) days written notice to the Program.
 12. This Contract shall begin on the date of the last signature below, and continue for one year. Thereafter, it may be renewed under the same terms and conditions upon mutual agreement of the Parties.
 13. The Parties agree that this Contract and the Plan constitute the entire agreement of the parties. Any changes, amendments, or renewals must be in writing and signed by both Parties to be valid.

Date: _____

Jefferson S. Dunn
Commissioner

Approved as to legal form:

Tony Graviet, Director
Limestone County Community Corrections Program

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.

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MOTION was made by Jason Black and seconded by Daryl Sammet to approve the following agreement with Brad Slater Construction for additions and improvements to the Limestone County Emergency Management Agency; pending County Attorney approval.

**Brad Slater Constructions, LLC
Additions & Improvements to the
Limestone County Emergency Management Agency
Project # 18-170**

TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than One hundred twenty (120) calendar days from the date of commencement of the Work.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three hundred thousand and 00/100 (\$ 300,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: None

§4.3 Allowances, if any, included in the Contract Sum: Contingency allowances are as follows: *(Identify each allowance.)*

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Item	Price
1. To cover the cost of minor changes and unforeseen conditions.	\$7,500
2. To cover cost of a custom logo	\$2,500

§ 4.4 Unit prices, if any: None

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$300.00 per day

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% of the first 50%

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Ms. Pam Ball

Ms. Rita White, EMA Director

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Mr. Brad Slater

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in ALA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203 2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.) § 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™—2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .5 Drawings dated 7-19-19
- .6 Specifications dated 7-19-19
- .7 Addenda, if any:

Number	Date	Pages
One	8-1-19	

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)
 AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below: *(Insert the date of the E204-2017 incorporated into this Agreement.)*
- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2007 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

 OWNER (Signature)

Collin Daly, Chairman
 Limestone County Commission

 CONTRACTOR (Signature)

Mr. Brad Slater – Owner
 Brad Slater Construction, LLC

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 accept the FY 2019 Emergency Management Performance Grant (EMPG), in the amount of \$41,676.00.

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 budget revisions:

Department	Account Number	Title of Line Item	Amount
Council on Aging	124-56200-113	Other Salaries	+\$12,555.00
	124-56200-121	Retirement	+\$ 1,256.00
	124-56200-124	Social Security Taxes	+\$ 960.00
	124-61100	Transfer-In	-\$14,771.00
	102-62136	Transfer-Out	+\$14,771.00
	102-35910	Beginning Fund Balance	-\$14,771.00

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 award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

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Proposal No.	Item	Awarded to	Amount
2705	Printing Numerical/Color Banded Folders (Sheriff's Office)	Business Systems & Consultants	\$1,305.00

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 Jason Black to hire Ashley Dawn McElyea as a Corrections Officer, pending drug screening.

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 Daryl Sammet to approve a part-time Senior Center Aide job description for Council on Aging.

**Limestone County
JOB DESCRIPTION**

Job Title: Part Time Senior Center Aide

Department: Council on Aging

FLSA: Nonexempt

Grade: IV

Job Description Prepared: September 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Nutrition Center Manager / Nutrition Coordinator

Subordinate Staff: None

Other Internal Contacts: County Commission; Council on Aging Director and Assistant Director;

External Contacts: General Public; Senior Citizens; Clients' Families; TARCOG

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Job Summary

Under the supervision of the Nutrition Center Manager &/or Nutrition Coordinator, the employee is responsible for general duties concerning the nutrition center. The Center Aide will assist in packaging, temping, storing, serving and delivering of hot and cold food for service to on-site and homebound clients. Employee will assist in maintaining sanitary conditions for the safety and health of volunteers and clients. Employee will assist in activities within the center and during off-site functions.

Job Domains

A. Center Assistance

1. Receives, temps, stores, packages, serves and delivers meals according to contracted methods.
2. Cleans, sanitizes and stores pans, dishes, utensils, machines and other items needed for food service according to contracted methods.
3. Delivers home bound meals, as needed.
4. Assists and transports clients, as needed.
5. Performs general housekeeping duties in the senior center such as sweeping, mopping, dusting, cleaning of kitchen and restroom areas.
6. Assists in activities and games at the center or at off-site functions.
7. Completes reports, logs and forms pertaining to transportation and food service.
8. Fills in for the center manager in their absence.

B. Other Duties

1. Performs required reporting for submission to the COA Director, TARCOG or the Limestone County Commission.
2. Attends necessary or regular staff meetings and training sessions required by the COA Director, TARCOG or the Limestone County Commission
3. Performs other duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, and policies.
2. *Knowledge of County roads and highways, and essential locations.
3. Knowledge of safe driving techniques and standards.
4. Writing skills to complete forms and reports.
5. Reading skills to understand printed materials.
6. Interpersonal skills to deal effectively with clients and their families.
7. Ability to appropriate use safety tools such as masks, gloves and smocks.

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8. Ability to use household and kitchen tools equipment and cleaning solutions in a safe and effective manner.
9. Ability to take direction and perform tasks consistently.
10. Ability to use computer software effectively and efficiently.
11. Ability and strength to assist seniors entering and exiting vehicle.
12. Ability to lift 10 +/- pounds.
13. Ability to kneel or stoop.
14. Ability to work without close supervision.
15. Ability to work with seniors and pay close attention to health and needs.

Minimum Qualifications

1. Possession of a high school diploma or GED.
2. Possession of a current and valid Alabama driver's license.
3. Ability to travel throughout Limestone County.

Work Environment

The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting and training rooms, libraries, and residences commercial vehicles, e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated and ventilated.

Physical Demands

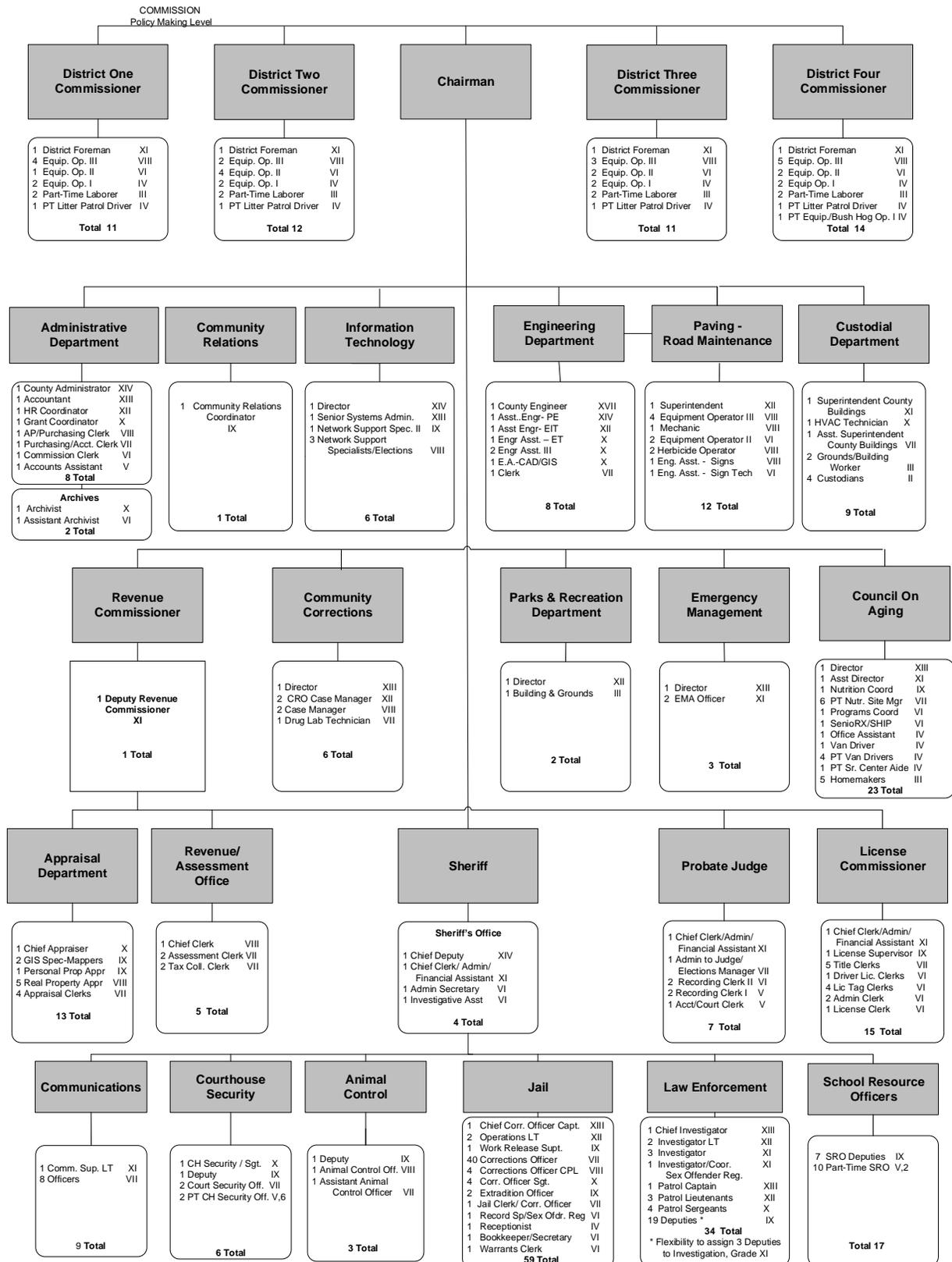
The work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting moderately heavy items such as record boxes. The work may require specific, but common, physical characteristics and abilities such as above-average agility and dexterity.

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 approve the Staffing Plan to add a part-time Senior Center Aide for Council on Aging.

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LIMESTONE COUNTY COMMISSION STAFFING PLAN October 7, 2019



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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 remove the CDL requirement from job descriptions at Council on Aging; Office Assistant and Nutrition Coordinator.

Limestone County JOB DESCRIPTION

Job Title: Office Assistant

Department: Council on Aging

FLSA: Nonexempt

Grade: IV

Job Description Prepared: February 2013

Amended: October 7, 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Assistant Director; Director

Subordinate Staff: None

Other Internal Contacts: County Commission; County Shop Personnel; Sheriff's Office

External Contacts: General Public; Senior Citizens; Clients' Families; TARCOG; Farmers' Market Authority

Job Summary

Under the direct supervision of the Assistant Director, the employee assists processing Med Waiver and Alabama Cares billing, purchase orders, and Project Heat Applications. Employee completes client intakes and enters into AIMS system daily. Employee transports patients to doctor's appointments as needed and completes daily routes in absence of another driver. Completes daily office duties as needed.

Job Domains

A. Center Assistance

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1. Seeks and recruits new clients to the various Council on Aging programs.
2. Identifies and reports the needs of homebound clients.
3. Performs clerical duties such as typing, answering phones, and filing.
4. Provides office assistance related to Medicaid Waiver and Alabama Cares billing and requests; performs data entry to the AIMS system.
5. Assists in the completion of Project Heat applications.
6. Maintains and requests purchase orders.
7. Answers incoming calls from staff in vehicles; transfers calls to appropriate person.
8. Participates in Center activities.
9. Schedules medical appointments as requested by clients and nursing homes.
10. Schedules appointments for Part D-Rx program and attorney.
11. Prepares information for submission to TARCOG; inputs into AIM system.
12. Maintains a clean office space; reduces clutter as needed.
13. Meets and greets incoming clients, seniors, and other visitors.
14. Enters Farmer's Market application into State computer system.

B. Transportation

1. Transports patients to and from doctor's visits.
2. Assists with transportation duties when another driver is absent.
3. Performs driving duties for out-of-town group trips.
4. Makes deliveries for Meals-on-Wheels as needed.
5. Assists clients on and off van as needed.

C. Information and Public Relations

1. Works with clients, clients' families, and staff to find appropriate programs for seniors.
2. Participates in fundraising programs for Council on Aging.
3. Disseminates information to clients and others.
4. Performs other duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, and policies.
2. *Knowledge of County roads and highways, and essential locations.
3. Knowledge of safe driving techniques and standards.
4. Writing skills to complete forms and reports.
5. Reading skills to understand printed materials.
6. Interpersonal skills to deal effectively with clients and their families.
7. Ability to take direction and perform tasks consistently.
8. Ability to use safe driving techniques.
9. Ability to use computer software effectively and efficiently.
10. Ability and strength to assist seniors entering and exiting the van.

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11. Ability to work without close supervision.
12. Ability to work with seniors and pay attention to health and needs.

Minimum Qualifications

1. Possession of a high school diploma or GED.
2. Ability to work overtime as needed and required.
3. Possession of a current and valid Alabama Driver's license.

Work Environment

The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting and training rooms, libraries, and residences commercial vehicles, e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated and ventilated.

Physical Demands

The work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting moderately heavy items such as record boxes. The work may require specific, but common, physical characteristics and abilities such as above-average agility and dexterity.

Limestone County JOB DESCRIPTION

Job Title: Nutrition Coordinator

Department: Council on Aging

FLSA: Nonexempt

Grade: IX

Job Description Prepared: February 2013

Amended: October 7, 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Director

Subordinate Staff: Center Managers; Senior Aid

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Other Internal Contacts: County Shop; Commission Office

External Contacts: General Public; Health Department; DHR; State Commission on Aging; Vendors; Businesses; Top of Alabama Regional Council of Governments (TARCOG); Hospice; Nursing Homes; Media; Russellville Commissary

Job Summary

Under the supervision of the Director of Council on Aging, the employee provides administrative leadership to the Nutrition Center program within the County. Employee supervises Nutrition Center Managers, overseeing the meal program for congregate and homebound clients. Employee performs various reporting duties for submission to TARCOG. Employee also serves as a substitute van driver.

Job Domains

A. Supervision

1. Oversees the work of the Center Managers; stays accessible and in regular contact with Center Managers.
2. Trains new personnel; ensures that new employees are aware of AAA policies and procedures for Alabama Elderly Nutrition Program.
3. Conducts staff meetings on a regular basis.
4. Performs job evaluations for Center Managers.
5. Coordinates internships for students; ensures students fulfill requirements to receive credit hours; composes documentation for submission to school.
6. Assists with interviewing potential employees for vacant positions.
7. Approves and initials leave slips and time sheets for nutrition program; forwards to Assistant Director.
8. Approves Senior Aide timesheets.

B. Nutrition Center Operations

1. Approves Meals on Wheels (MOW) volunteers and clients.
2. Designs routes for volunteers for delivery of meals.
3. Collects senior center monthly reports; resolves discrepancies; submits to TARCOG.
4. Reviews deposit slips and nutritional reports completed by Center Managers; resolves discrepancies.
5. Provides signatures for banking transactions; ensures integrity of banking and accounting practices.
6. Submits client meal waiting list to Senior Services.
7. Ensures Center Managers maintain and submit updated intake forms to AIMS data entry operator by specified deadline.
8. Ensures that all sites have an adequate stock of required forms.

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9. Compiles reports of number of meals served across all types of service methods.
10. Compiles and orders nutritional meal orders; submits and reviews meal reports for accuracy.
11. Composes narratives for center site activities; submits to TARCOG.
12. Visits homebound elderly to evaluate needs; refers to appropriate services as needed.
13. Evaluates each site; completes and maintains written reports.

C. Administrative Duties

1. Prepares weekly media reports and public relations materials.
2. Types correspondence as needed.
3. Answers telephones; takes and relays messages.
4. Maintains calendar of events; distributes to personnel.
5. Serves as secretary of the Council on Aging board; types minutes, agenda; notifies participants of next scheduled meeting by email.
6. Schedules appointments as needed for Medicare and/or prescription counseling, and all other office appointments.
7. Performs outreach activities to include as many elderly as possible.
8. Plans and schedules trips and special events.
9. Recruits volunteers as needed.
10. Maintains a current meal count; submits weekly meal orders.
11. Participates and assists in the planning of fund raisers.
12. Attends training, conferences, and seminars, including "Master's Games".

D. Substitute Van Driver

1. Transports clients to nutrition sites in absence of regular drivers.
2. Transports clients to doctors, stores, and utilities companies in the absence of regular drivers.
3. Drives vans for special trips/events.
4. Performs other duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, and policies.
2. *Knowledge of current legislation effecting elderly citizens.
3. *Knowledge of Health Department rules and regulations as related to the food safety.
4. Knowledge of general office procedures.
5. Knowledge of computers and work processing software.
6. Basic knowledge of account/bookkeeping principles.
7. Math skills to perform basic mathematical operations.
8. Reading skills to comprehend written directives, instructions, etc.
9. Writing skills to communicate effectively with other social service agencies and organizations through written reports, letters, and press releases.

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10. Verbal skills to effectively communicate with co-workers, subordinates, supervisors, the general public, and outside agencies.
11. Ability to establish and maintain effective working relationships with volunteers and other workers.
12. Ability to recognize the needs of senior citizens.
13. Ability to speak effectively before large groups.

Minimum Qualifications

1. Possession of a high school diploma or GED.
2. At least three years' professional experience working with the elderly.
3. Possession of a current and valid Alabama driver's license.
4. Ability to travel to attend workshops, training and conferences.
5. Ability to gain and maintain CPR certification.
6. Ability to work non-standard hours or weekends to address various groups.

Work Environment

The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting and training rooms, libraries, and residences commercial vehicles, e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated and ventilated.

Physical Demands

The work is sedentary. Typically, the employee may sit comfortably to do the work. However, there may be some walking; standing; bending; carrying of light items such as papers, books, small parts; driving an automobile, etc. No special physical demands are required to perform the work.

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 hire David McLemore as a full-time Equipment Operator 1 in District 4.

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.

MOTION was made by Steve Turner and seconded by Jason Black to promote Sheila Vickers to Case Manager at Community Corrections.

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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 Ben Harrison and seconded by Jason Black to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Harvest Rd Subdivision	Minor	Preliminary & Final	9	1	Corner of Harvest Rd & East Limestone Rd
Chapel Hill, Phase I	Minor	Preliminary & Final	17 Lots & 1 Tract	1	Northwest corner of Yarbrough Rd & Quarry Rd
Lonnie Dale Subdivision, Phase III	Major	Preliminary	17	2	Intersection of St. John Rd & Newby Chapel Rd

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

Commissioner Sammet: I got an email last week from Representative Andy Whitt, who is sitting in on the Highway 53 project. This project is way overdue. It was brought on back during Guy Hunt days. I remember seeing maps in the nineties where they were reworking Highway 53. This is a well needed project for the State of Alabama. Highway 53 is an embarrassment to the Alabama Department of Transportation, it's got a single lane in downtown Ardmore where tractor trailers cannot go through it. They depend on the city street and then Mooresville Road on that end to get back over to where they can come pick back up on Highway 53. I want to support Representative Whitt and I appreciate what he is doing. Also, Senator Melson is in contact with the representatives from Madison County. I think he'll do a good job and I want to support him in any way I can.

Commissioner Turner: The engineering department started in the district last week and they made some good progress on the list of projects I had for them to do. We got rain today, so that's stopped them for today, but I'm sure they'll be back to work as soon as weather is permitting.

Commissioner Black: First off, Miss Knight you did a fantastic job. I'm proud to see a 15-year-old young lady to be able to come up and address a crowd like this, it really says a lot about you. We are looking at options with libraries and funding for different areas, sometimes it just doesn't work out and sometimes it does work out. We're not haphazardly not discussing it. We are looking into other things and we will have a report and have some information that will be given to the public. Second thing, Highway 53 is very dangerous. I'm going to back Representative Whitt and Senator Melson. It's not in my district, but it is in our county and it is a very dangerous location. You got the overpass on Highway 53 that if it rains an inch and a half, we have cars to get flooded out. You have water standing as much as four and five feet deep under the

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only pass that goes under for Highway 53 and that's unacceptable in today's time. We keep talking about the infrastructure and we keep talking about how we're going get people to and from these different businesses and that's something that really needs looking into, and if for no other reason I think last week alone they had four traffic accidents that were on Highway 53. That's bad so I back you 100%. Other than that, we're just doing routine maintenance. We've finished bush hogging and are cleaning out tiles.

Commissioner Harrison: We finished fog ceiling on Lentzville Road, West Limestone School Road and Lydia Corey Road. This will give us a couple of different options on how we address our plant mix roads in the future. Lentzville Road was a scrub seal. We made repairs on Lentzville Road before we did the scrub seal, we fixed the base failures, I think over 20-plus places on that road where we had to go in and dig and put new base underneath it and then we came in with plant mix, then we came over the top of that with a scrub seal. Lydia Corey and West Limestone School Road, we fixed the base failures and strip patched over it with plant mix and then came over and filled the cracks with a crack seal compound and then did a fog seal. These are pavement preservation techniques that we absolutely have to do since we don't have the money to go in full scale and put two inches of binder and an inch of seal material on top. So those are two different techniques that we can prepare. My personal preference is the scrub seal. The reason I like that is that is get 100% of the cracks. You go in with a rejuvenating emulsion and distribute that out with the emulsion distributor and brush that into the cracks and you get a hundred percent of the cracks. I think that has provided an acceptable alternative to plant mix or black what most people call black top. We have the striping on Lentzville Road. We don't have the striping on West Limestone Road or Lydia Corey Road. One they get that done, we will come through and put pavement markers or reflector on the road over all three roads and then we will be finished. We've got some should work to do on Lentzville Road yet, but the majority of the repairs are done. I will speak to the library. Miss Knight, I appreciate you coming in and speaking and for all the others speaking. For the record, I was the one for keeping level funding at 80,000. For disclosure, I'm on the Library Foundation Board, I'm not a trustee of the library, that's a different responsibility, the foundation board is to raise funds for the library and so I was for keeping it. Also, several you mentioned that it may be done this year, we always do budget revisions, there's a possibility to do a budget revision if the commissioners want to do that.

Chairman Daly: First of all, I want to thank Miss Knight for coming. In my tenure you are the first young child we've had to come speak and I know that takes a lot of courage. I thank all the library folks for coming today. We are looking at options with the library and into studies. Next thing, I want to thank Representative Whitt for what he is doing on the Highway 53 project. Highway 53 has been one of the holdups that has kept Ardmore from really growing.

Recessed at 10:33 a.m. until 10:00 a.m. on Wednesday, October 16, 2019, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.