

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 19, 2021
COMMISSION MEETING**

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

Jennifer Baxter with Athens-Limestone Public Library addressed the Commission to request their appropriation in the amount of \$80,000 for the FY21-22 budget. Ms. Baxter discussed the booklet presentation of finances that she shared with the Chairman and Commissioners. Ms. Baxter discussed many items such as the compared funding of surrounding libraries, reduction in personnel, historical losses, organizational chart, salaries, cost reduction, operational savings, grant applications, county/city users, digital resources, summer reading program and long-term visions. Ms. Baxter stated, "My personal long-term vision and what I see that we can possibly achieve over FY22, we are going to work on growing our outreach services, building a rapport with the community and continuing to build effective youth services programming and opportunities." Commissioner Jason Black inquired if 63% of the budget was for the payroll and benefits of the library employees, and Ms. Baxter confirmed same.

Rachel Smith, President of Athens-Limestone County Family Resource Center, filled in for Tina Cook and they are requesting an appropriation in the amount of \$20,000 plus utilities for the FY21-22 budget. Ms. Smith read a statement prepared by Tina Cook which explained Ms. Cook's passion towards her job, the ability to offer limestone county residents a place to go for solutions to problems, the ability to survive and thrive during the pandemic, increased their board of directors from 9 to 14, and added a technology committee. Ms. Cook stated in her letter, "I am forever grateful for the priceless opportunity and trust that has been bestowed on me by the FRC Board and this community by allowing me to re-establish a center as well as my own dignity here in my hometown. I am dedicated and committed to continue investing my heart and dreams into making the Family Resource Center a place where direction is given, and lives are transformed. I can never say often enough how much I appreciate the opportunity and all it has added to my life to be able to share my experience, strength and hope with fellow residents of this county." Chairman Daly stated, "Tina does an amazing job, and if you ever struggle in life, she is an inspiration to everyone." Chairman Daly also expressed his appreciation to the FRC Board.

Present: Danny Barksdale, Jason Black, and LaDon Townsend. Absent: Daryl Sammet. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by LaDon Townsend to approve the minutes of July 6, 2021.

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

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MOTION was made by Danny Barksdale and seconded by Jason Black to approve the following claims:

7/02/2021	Check # 62026 - 62050	\$	96,490.97
7/07/2021	Check # 62051	\$	31,675.10
7/09/2021	Check # 62052 – 62121	\$	401,393.85
7/13/2021	Check # 62122	\$	<u>175.00</u>
	TOTAL	\$	529,734.92

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

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve a contract with TARCOG Area Agency on Aging, Consolidated Appropriations Act, in the amount of \$35,000.00 effective July 1, 2021 until December 31, 2021.

21-Lim- CAA - 4

TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS

AREA AGENCY ON AGING

This Contract effective this 1st day of July 2021, by and between the Top of Alabama Regional Council of Governments, Area Agency on Aging, hereinafter referred to as "TARCOG," and the Limestone County Commission, hereinafter referred to as "Contractor."

WHEREAS, TARCOG has been awarded a grant from the Alabama Department of Senior Services, hereinafter referred to as the "Department," under authority of Public Law 9329, 87 Stat. 36-45, and subject to pertinent regulations and policies applicable to implementation of Area Plans under Title III of the Older Americans Act; and

WHEREAS, pursuant to said grant TARCOG is undertaking certain activities within the counties of DeKalb, Jackson, Limestone, Madison, and Marshall; and

WHEREAS, pursuant to said grant TARCOG desires to engage the Contractor to render certain activities and supports in the delivery of services as described in the Consolidated Appropriations Act (CAA) authorized under Title III of the Older Americans Act

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NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

1. Contractor Agrees. The Contractor shall, in a satisfactory and proper manner as determined by TARCOG, perform the services awarded under the Title III C-2 allocation and must be accounted for under this part as described in Exhibit I , Scope of Services, attached hereto and made a part of this Contract.
2. Definitions. As used in this Contract. "Contractor" means the entity, public or private which has the responsibility for administering a TARCOG service component or activity.
3. Initiation of Services. The services of the Contractor shall commence on July 1 , 2021, and shall continue until December 31, 2021, or less time if funds for this Contract are exhausted.
4. Modifications. This Contract may be modified by mutual amendment duly executed by authorized officials of the Contractor and TARCOG.
5. Request for Funds. A monthly budget for anticipated expenditures will be prepared by the Contractor and submitted to TARCOG. Such requisitions for payment will be accompanied by a cumulative report of expenditures for the contract period and a statement of unexpended funds on hand. Reports on expenditures will include amounts of non-federal matching funds expended.
6. Payment of Funds.
 - a. Subject to receipt of funds from the Department, TARCOG shall advance funds to the Contractor to be used for the purpose of the contract. Requests for funds are to reach TARCOG not later than the 10th of the month preceding the month for which funds are to be expended. Upon review of the reasonableness of anticipated expenditures, TARCOG will advance funds in the amount of anticipated expenditures less the amount of unexpended funds on hand or will request that funds be forwarded by the Department. Unexpended funds will automatically revert to TARCOG at the end of the contract period.
 - b. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$35,000 for the services rendered.
7. Record Maintenances Accessibility and Retention.
 - a. Maintenance. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by TARCOG and the Department to assure a proper accounting for all project funds, including both federal and non-federal matching funds expended.
 - b. Accessibility. At any time during normal business hours and as often as TARCOG may deem necessary, there shall be made available to TARCOG for examination all of the Contractor's records with respect to all matters covered by this Contract. Contractor will permit TARCOG or its designated representative to audit, examine, and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and

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other data relating to matters covered by this Contract. The Contractor is subject to applicable federal regulations covering audit of federal funds.

- c. Retention. These records shall be retained for four years from the date of submission of the final Expenditure Report under this contract or until final resolution of any audit findings, whichever is later.
8. Confidentiality. Each recipient of an award must assure that no personal information obtained from an individual in conjunction with the project will be disclosed in a form in which it is identified with him, without written consent of the individual(s) concerned. All project records must be maintained in such a manner that confidentiality will not be violated. The Contractor will comply with any and all privacy regulations by keeping all client files in a locked cabinet that is located behind a locked door.
9. Fidelity Bonding Requirement. Prior to the disbursement of funds to the Contractor, TARCOG shall receive a statement from the Contractor's chief fiscal officer assuring that all persons handling funds received or disbursed under this Contract are covered by fidelity insurance in an amount consistent with sound fiscal practice.
10. Shift of Funds. Funds may be shifted between budget categories only with prior written approval of TARCOG.
11. Non-Expendable Property. A property inventory, including source of funds for acquisition, cost acquisition, description, model and serial number, and condition, will be maintained on all non-expendable items of equipment acquired for the project, provided however, that no accounting shall be required for items with an acquisition cost of under \$500 per unit. Upon termination of the project, an inventory report will be submitted to TARCOG for a determination by the Department as to the disposition of the equipment items. At the discretion of the Department, equipment accountability may be satisfied by refunding to the Department an amount equivalent to the fair market value of the equipment, returning the equipment to the Department, using the equipment on other aging projects, declaring equipment surplus, or transferring the equipment to another federal grantee. The Contractor will be responsible for reporting the loss, damage, or destruction of any equipment item and for replacing or repairing such equipment items.
12. Grant-Related Income. The Contractor is accountable for the federal share of any income derived from activities conducted under the auspices of the Contract. With the approval of TARCOG, accountability may be satisfied by reducing the level of expenditures from grant funds by an amount equal to the federal share of grant-related income, treating the funds as a partial payment to the award of a successive budget period, or payment to TARCOG for refund to the Department.
13. Evaluation. The Contractor agrees that TARCOG may carry out monitoring and evaluation activities as determined necessary.
- 14.
15. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior written approval by TARCOG and the Department.
16. Civil Rights. The Contractor will complete the Assurance of Compliance with Title VI of the Civil Rights Act of 1964 (Form HHS-690) incorporated into this contract as Exhibit 2. By signing the Assurance of Compliance, the Contractor will assure that the project makes no distinction on the grounds of race, color, age, sex, national origin, or physical or mental handicap in providing to individuals any services, financial aid, or other

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benefits financed in whole or in part with funds provided through the terms of this Contract.

Specifically, the Contractor must:

- a. ensure that all services or benefits under this Contract are provided on a nondiscriminatory basis;
 - b. make available, without distinction on the ground of race, color, age, sex, national origin, or physical or mental handicap the use of any facility, e.g., any room, office, equipment, waiting rooms, restrooms, restaurant, recreational facilities, or concessions;
 - c. afford opportunities for participation on a non-discriminatory basis in the project such as conferences, observers, consultants, advisors, members of review committee, or as volunteers;
 - d. inform effectively all beneficiaries, participants, and other interested persons about the provisions of Title VI and the Regulations. Specific methods by which beneficiaries are to be informed of this policy should include public statements, press, radio, meetings, letters, brochures, posted notices, and meetings with community groups;
 - e. train or orient staff members regarding non-discriminatory policies and requirements for implementing Title VI of the Civil Rights Act; and
 - f. inform all beneficiaries of their right to file complaints with the Department and the Administration on Aging.
17. Americans With Disabilities Act. The Contractor will comply with all provisions of the Americans with Disabilities Act (ADA). The Contractor assures that individuals with disabilities who are otherwise qualified will not be discriminated against in any areas of employment. The Contractor further assures that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities provided under this Contract, nor be subjected to discrimination.
18. Equal Employment Opportunities. The Contractor will comply with the provisions of the law as legislated in Title V II of the Civil Rights Act, Section 504 of the Rehabilitation Act, Age Discrimination in Employment Act, Vietnam Era Veterans Readjustment Act, and any other laws and regulations issued concerning discrimination in employment.
19. Debarment. Suspension. Lobbying and Drug-free Workplace. The Contractor will sign and return Exhibit 3, Certification Regarding Debarment, Suspension and Other Responsibility Matters; Drug-free Workplace Requirements and Lobbying, of this contract stating that the Contractor will comply with all applicable certifications contained herein.
20. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Department under which this Contract is made is terminated by the Department, TARCOG shall thereupon have the right to terminate this Contract by giving written notice to the

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Contractor of such termination and specifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of TARCOG, become the property of TARCOG, and the Contractor shall be entitled to compensation for any reimbursable expenses incurred in satisfactory performance of this Contract.

21. Independent Contractor. The Contractor shall function solely as an independent contractor for all purposes under this Contract, and neither the Contractor nor any personnel of the Contractor providing services hereunder shall be considered an employee or agent of TARCOG.
21. Liability for Negligence. The parties, recognizing the erosion of the doctrine of governmental and charitable immunity in some instances, agree that any judgment entered against either party hereto will be the sole responsibility of such judgment debtor, and further, that defense of legal actions brought against either or both of the parties hereto, shall be their individual responsibility.
22. Interest of Members of the Contractors and Others. No officer, member or employee of the Contractor and no public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
23. Insurance. The Contractor shall maintain adequate liability insurance and establish appropriate safety precautions during the term of this contract.
24. A Contractor shall immediately notify the county's Department of Human Resources once the Contractor has reasonable cause to believe a Consumer is the victim of elder abuse, neglect, or exploitation.
25. Grievance Procedures. As required by the Older Americans Act, TARCOG has established a grievance procedure for older individuals and persons with disabilities who are dissatisfied with or denied services funded through this contract. In order to assist in this procedure, TARCOG funded organizations are required to adopt a grievance procedure which allows for appeal to the organizations' Board of Directors or equivalent body to hear, on an impartial basis, the nature of the complaint and to respond accordingly. A written determination shall be given to the complainant together with information stating that if the individual remains dissatisfied, they may take their complaint to TARCOG. A copy of the Contractor's grievance procedure and the method by which it will be made known to individuals seeking or currently receiving services shall be placed on file at TARCOG.
26. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting

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therefrom. The contracting party will be required to demonstrate proof of enrollment in E-Verify by attaching a copy of their E-Verify MOU to the contract,

IN WITNESS WHEREOF, TARCOG and the Contractor have executed this Contract as of the date first above written.

Top of Alabama Regional
Council of Governments
BY:

Limestone County
Commission
BY:

Nancy Griggs, President
TARCOG Board of Directors

Collin Daly, Chairman

WITNESS:

WITNESS:

Michelle G. Jordan
Executive Director, TARCOG

Exhibit I

SCOPE OF SERVICES

I. Administration and Staff

A. The Contractor will administer Title III-C services to support the Aging population by meeting their needs as related to the Coronavirus Pandemic. Services are to be implemented in Limestone County and will serve as a comprehensive and coordinated system of services for the elderly.

B. The Contractor will provide this program with adequate facilities, equipment and supplies and staffing to ensure proper storage and refrigeration of food items.

C. The Contractor will adhere to all service definitions and eligibility criteria as established by the Department and provided to the Contractor by TARCOG. The Contractor will give priority for services under this contract to those with the greatest social and economic need.

i. Social needs are those associated with non-economic factors such as physical and mental disabilities, language barriers and cultural or racial isolation (minorities), which restrict an individual's ability to perform normal tasks or threaten one's capacity to live independently.

ii. "Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Office of Management and Budget.

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iii. Requirements of this Contract will include the delivery of services to older individuals of whom at least 20% will be low-income older persons. At least 2.8% of the total served will be minority older persons; of these, at least 30% of these will be low-income minority older persons, Priority will also be given to those older individuals with Alzheimer's Disease or related disorders, and to those with limited English-speaking abilities.

D. The Contractor will submit monthly reports as required by TARCOG. These reports will be due by the eighth day of the month following the report period.

E. The Contractor will maintain such financial and other records as are necessary to meet federal, state and local requirements; will perform all necessary bookkeeping; will submit, by the tenth of each month, a copy of the monthly financial report itemizing expenditures, receipts, and balance to TARCOG; will make all accounts available for audit upon notification of TARCOG.

F. The Contractor will maintain an individual record for each participant on the Title III State of Alabama Department of Senior Services, Older Americans Act Services Client Enrollment Form as prepared by the Department.

G. Any major public notices and publicity given to this program must acknowledge

TARCOG and shall state that the program is made possible by a grant from the Alabama Department of Senior Services through the TARCOG Area Agency on Aging. No material produced with funds under this contract shall be subject to copyright.

H. The Contractor will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 regulations, making facilities and contracted services accessible to individuals with disabilities.

I. Eligibility.

- i. Those 60 years of age or older;
- ii. Spouses under age 60 residing and attending with and eligible spouse 60 or over;
- iii. Person with a disability of any age residing and attending with an eligible client 60 or over;
- iv. Person with a disability at senior centers located in housing facilities primarily occupied by older individuals; can serve individuals with disabilities under age 60;
- v. Volunteers of any age assisting during meal center service hours.

II Outreach

In order to provide services and services as deemed necessary due to the Coronavirus Pandemic, the Contractor will conduct and coordinate targeted outreach activities on an on-going monthly basis to ensure participation of eligible older persons. Outreach is an action by a provider reaching out one-on-one to populations who might not otherwise have access to their services. A key component of outreach is that the groups providing it are not stationary, but mobile; in other words they are meeting those in need of outreach services at the locations where those in need are. Efforts will be made to target services to those with greatest social need, low-income, rural, frail and minority older persons as well as those with Alzheimer's disease or related disorders and those with limited English proficiency. The Contractor will report their

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monthly outreach activities in their monthly report. As in all activities and services, all staff and volunteers are required to wear masks and practice social distancing.

**Exhibit 2
ASSURANCE OF COMPLIANCE**

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975.

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the applicant, its successors, transferees and assignees for the period during which such assistance is provided, if any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

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Limestone County Commission
3 10 W. Washington Street Athens, AL 356 1 1

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to hire Brian Christopher Ozier as Part Time School Resource Officer.

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to amend the Paving Schedule to include the paving of Archives and EMA parking lots.

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

MOTION was made by Danny Barksdale and seconded by Jason Black to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Capshaw Grove Subdivision, Phase 2	Major	Preliminary	86	2	East side of Lipscomb Rd approx. 2800' South of Capshaw Rd.

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

Commissioner Danny Barksdale reported that District 2 is looking forward to their second paving project of the year, and over the next 10-12 days, they will be paving Burgreen Road, so you may want to avoid that road.

Commissioner Jason Black reported that the paving crew just left Hatchet Road in District 3, and he expressed his appreciation for the fantastic paving job done on that road. Commissioner Black further commented on the issue of bush hogging and stated, "I talked with Commissioner Barksdale and Commissioner Townsend, and we've got so many other things that we are doing that we don't have enough employees to be able

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to put two guys bush hogging five days a week.” Commissioner Black just wanted to make the public aware that they were working and that it was just taking a bit longer.

Commissioner LaDon Townsend reported that there have been a lot of signs on the rights-of-way and reminded everyone that the placement of these signs on the right-aways, whether it be on utility poles or at intersections, cause a visibility obstruction and drivers can't see. Commissioner Townsend stated, “We are taking them (signs) down, so if you put them up, please don't put them in the right-of-way. We can't have a guy get off the tractor to pick up a yard sale sign, so he is going to run over them which throws the signs and the wire.”

Chairman Daly expressed his appreciation for everyone attending and bringing in their budget appropriations. Chairman Daly also reported that the Commission would meet back at 1:30 today for budget hearings and welcomed anyone that wanted to attend.

Adjourned at 10:17 a.m. until 9:00 a.m. on Monday, August 2,2021 at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.