

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
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.

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

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of March 7, 2022.

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve the following claims

03/04/2022	Check #	0064703 - 0064763	\$	2,258,667.39
03/04/2022	Check #	0064764 - 0064766	\$	73,104.17
03/08/2022	Check #	0064767	\$	50.00
03/11/2022	Check #	0064768 - 0064847	\$	1,532,424.52
03/18/2022	Check #	0064848 - 0064907	\$	<u>665,561.44</u>
		TOTAL	\$	4,529,807.52

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

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

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve a Contractual Amendment between TARCOG and the Limestone County Commission for the home-delivered meals program carried out by the Limestone County Council on Aging.

**CONTRACTUAL AMENDMENT
Between
TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS
And
THE LIMESTONE COUNTY COMMISSION**

THIS AMENDMENT is to the Consolidated Appropriations Act (CAA) Contract between Top of Alabama Regional Council of Governments, Area Agency on Aging, hereafter known as "TARCOG AAA" and the Limestone County Commission, hereafter known as "Contractor" regarding the provision of Title IIC-2 Home Delivered Meals as defined under the Older Americans Act.

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THIS AMENDMENT reflects a change in payment and is as follows:

TARCOG AAA agrees to pay the Contractor an additional \$6,667.00 to expand and support the Home-Delivered Meals program carried out by the Limestone County Council on Aging. All other contract components will remain as stated in the original contract.

EFFECTIVE this 1st day of October 2021, these funds shall be expended by September 30, 2022.

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

Top of Alabama Regional
Council of Governments
BY:

Limestone County Commission

BY:

Mike Ashbum, President
TARCOG Board of Directors

Collin Daly, Commission Chairman

WITNESS:

Michelle G. Jordan,
Executive Director TARCOG

Witness

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve a contract between TARCOG and the Limestone County Commission concerning the grant awarded by the Alabama Department of Senior Services for additional funds supporting activities and the delivery of Title III Aging services as described in the American Rescue Plan Act.

TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS

AREA AGENCY ON AGING

This Contract effective this 1st day of February 2022, 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 93-29, 87

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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 by providing additional funds for these activities and supports in the delivery of Title III Aging services as described in the American Rescue Plan Act (ARPA) in such undertaking.

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 described in Exhibit 1, 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 February 1, 2022 and shall continue until September 30, 2023, 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. It is agreed that TARCOG may unilaterally amend the terms of this Contract if the funds received from the Department are less than the amount of funds received from the Department during the previous fiscal year.
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 on a monthly basis 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

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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 for all of \$144,851 for the services rendered.

7. Record Maintenance, 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 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

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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. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior written approval by TARCOG and the Department.
15. 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 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 non-discriminatory 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;

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- 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.
16. 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.
17. Equal Employment Opportunities. The Contractor will comply with the provisions of the law as legislated in Title VII 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.
18. 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.
19. 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 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.
20. 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.

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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 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

Limestone County Commission

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BY:

BY:

Mike Ashbum, President TARCOG Board
of Directors

Collin Daly, Chairman
Limestone County Commission

WITNESS:

WITNESS:

Michelle G. Jordan Executive Director,
TARCOG

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SCOPE OF SERVICES

Administration and Staff

- A. The Contractor will administer Title III-B 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 to ensure proper storage and refrigeration of food items.
- C. The Contractor will comply with state and local Covid-19 regulations and ordinances that are enforced to protect the safety of staff, volunteers, clients and the community at large in the delivery of meals and other services.
- D. The Contractor will ensure the availability of personal protective equipment (PPE) for all staff, volunteers, and clients, including but not limited to masks and hand sanitizer.
- E. The Contractor will require all staff and volunteers to wear masks and practice safe hygiene such as handwashing, the use of hand sanitizer and the practice of social distancing when at the senior center or transporting/delivering meals.
- F. 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.
 - 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.

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G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. **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.

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

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as those with Alzheimer’s disease or related disorders and those with limited English proficiency. The Contractor will report their 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.

III. Other Services

A. The Contractor and TARCOG will jointly plan and implement new services and support as the need arises due to the Covid-19 Pandemic. The delivery of services may include:

- i. The Grocery Bag Program (see attached instructions and documentation)
- ii. Telephone Reassurance Program - (attached example)
- iii. Provision of PPE to clients such as masks and hand sanitizer; cleaning supplies and other protective supplies/equipment to utilize at senior centers.
- iv. Other creative services and activities that promote safety, well-being, and addresses isolation, (examples attached) 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 to 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.

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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.

This person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance and commit the Applicant to the above provisions.

Dated: _____

Limestone County Commission
310 W. Washington
Street Athens, AL
35611

By: _____
Collin Daly, Chairman Form HHS-690)

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Government wide Debarment and Suspension (No procurement)" and the "Government wide Requirements for Drug-Free Workplace" and 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when TARCOG determines to award the covered transaction, grant, or cooperative Contract.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined at 15 CFR Part 26, Sections 26.105 and 26.110.

A. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

2. DRUG-FREE WORKPLACE REQUIREMENTS

Alternate 1. Grantees Other Than Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR Part 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.510—

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about —
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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- (3) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Director, TARCOG Area Agency on Aging, 5075 Research Drive N.W., Huntsville, AL 35805. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance: (Street address, city, county, state, ZIP Code.)

2200 Drake Avenue. SW
Huntsville. Alabama 35805 Madison County

Check if there are workplaces on file that are not identified here.

Alternate II. Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.505 and 26.610 -

- A. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the Director, TARCOG Area Agency on Aging, 5075 Research Drive N.W., Huntsville, AL 35805. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative Contract or contract over \$ 100,000, or loan or loan guarantee over \$ 150,000, as defined at 15 CFR Part 28, Sections 28.105 and 28.10, the applicant certifies that to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to ensure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

Submission of this statement is a prerequisite for making or entering into transaction imposed by section 1352, title 31, U.S. Code, to any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

<u>Limestone County Commission</u>	<u>Aging Services-ARPA</u>
NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT
<u>Collin Daly, Chairman</u>	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	

DATE

SIGNATURE

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

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve a contract between Limestone County Commission and Jimmy Bryant Moss to serve as a part-time Election Specialist-Machine Technician during the 2022 Election.

**STATE OF ALABAMA
COUNTY OF LIMESTONE**

Services Contract for Limestone County Commission

This Services Contract for the Limestone County Commission made and entered into the 21st day of March 2022, by and between Limestone County Commission (hereinafter referred to as "County"), as the governing body of Limestone County, Alabama and Jimmy Bryant Moss.

The purpose of this contract is for Jimmy Bryant Moss to act as a part-time Election Specialist-Machine Technician during the 2022 Election cycle for the Limestone County Commission.

It is further understood that any obligations, services, or other terms of this contract shall refer to the services to be provided by Jimmy Bryant Moss to the Commission Office.

Jimmy Bryant Moss shall perform the following services and obligations:

- (a) To work with the Probate Office and report to the Judge of Probate.
- (b) To provide a timecard detailing days worked on a weekly basis for payment to be made the following Friday.
- (c) To follow the duties and guidelines attached to this contract.

The County shall pay Jimmy Bryant Moss compensation at a rate of Three Thousand Two Hundred Dollars and 00/100 Cents (\$3,200.00) per election for a total of three elections not to exceed Nine thousand Six Hundred Dollars and 00/100 Cents (\$9,600.00) nor to exceed the annual limitation on earnings as allowed an ERS service retired employee, payable in installments.

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

This contractual agreement will be in effect beginning May 10, 2022 through December 31, 2022. Either party may terminate this contract upon written notice.

Limestone County
Commission

Collin Daly, Chairman

Jimmy Bryant Moss

Attest: _____
Ellen Morell, Administrator

Election Specialist - Machine Technician

- **38 DS200 electronic vote counting machines**
- **28 ExpressVote ballot marking device terminals**
- **25 polling places**
- Picks up election testing materials and memory sticks from Probate Judge
- Performs diagnostics on all DS200 electronic vote counting machines and ExpressVote machines
- Analyzes malfunctions and makes appropriate repairs
- Creates test ballots to ensure all machines are working properly prior to public test
- Assists Probate Judge to hold public test prior to each election
- Delivers and picks up each machine, ensures all machines are delivered to appropriate polling places and are in working order
- Delivers and picks up privacy booths and other necessary items to polling places
- Assists with schools for inspectors and polling officials prior to each election
- Works on election day to repair any machine issues and assists polling officials with questions that they may have during election day
- Works election night (poll closing) to assist polling officials with any issues or questions

±18 working days per election - additional County personnel needed

7 days - 2 people - Preparation (includes all testing, coordinating delivery with polling places, etc.)

1 day - 2 people - Public Testing of all DS200 electronic vote counting machines. Pick up lift truck from rental location. Begin loading truck for delivery.

3 days - 4 people - Delivery of all machines (DS200 & ExpressVote) and supplies

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

- 1 day - 4 people - Election Day
- 3 days - 4 people - Pick up of all machines (DS200 & ExpressVote) and supplies
- 3 days - 2 people - Post election organization - Putting election warehouse back in order. Retrieving materials from Clinton Street Annex for storage, organizing all election day materials including voted ballots, unvoted ballots, Record of Election boxes. Sort and separate any election materials that may be destroyed.

PRIMARY ELECTION – TUESDAY, MAY 24, 2022

Fourth Tuesday in May

- Tuesday, May 10, 2022 - First day election officials may begin testing equipment
- Tuesday, May 17, 2022 - 9:00 AM - Inspector School, Clinton Street Annex
- Wednesday, May 18, 2022 - 9:00 AM - Public Testing, Election Warehouse
- Thursday, May 19, 2022 - 5:00 PM - Election Worker School, location TBD

PRIMARY RUNOFF ELECTION – TUESDAY, JUNE 21, 2022

Fourth Tuesday following the Primary Election

- Tuesday, June 7, 2022 - First day election officials may begin testing equipment
- Tuesday, June 14, 2022 - 9:00 AM - Inspector School, Clinton Street Annex
- Wednesday, June 15, 2022 - 9:00 AM - Public Testing, Election Warehouse

GENERAL ELECTION – TUESDAY, NOVEMBER 8, 2022

First Tuesday after the first Monday in November.

- Tuesday, October 25, 2022 - First day election officials may begin testing equipment
- Tuesday, November 1, 2022 - 9:00 AM - Inspector School, Clinton Street Annex
- Wednesday, November 2, 2022 - 9:00 AM - Public Testing, Election Warehouse
- Thursday, November 3, 2022 - 5:00 PM - Election Worker School, location TBD

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve a contract between Limestone County Commission and Jimmy Bryant Moss to serve as a part-time FEMA Project Manager beginning March 21, 2022 through March 21, 2023.

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

Services Contract for Limestone County Commission

This Services Contract for the Limestone County Commission made and entered into the 21st day of March 2022, by and between Limestone County Commission (hereinafter referred to as "County"), as the governing body of Limestone County, Alabama and Jimmy Bryant Moss.

The purpose of this contract is for Jimmy Bryant Moss to act as a part-time FEMA Project Manager for the Limestone County Commission.

It is further understood that any obligations, services, or other terms of this contract shall refer to the services to be provided by Jimmy Bryant Moss to the Commission Office.

Jimmy Bryant Moss shall perform the following services and obligations:

- (a) Assists the County Engineer and Asst. County Engineer in the administration/management of FEMA funded projects.
- (b) To provide a timecard detailing days worked on a biweekly basis for payment to be made the following Friday.
- (c) Ensures that FEMA funded projects are done in accordance with applicable specifications and plans.
- (d) To follow the duties and guidelines attached to this contract.

This County shall pay Jimmy Bryant Moss compensation at a rate of Twenty-Two Dollars and 45/100 Cents (\$22.45) per hour for time worked not to exceed the annual limitation on earnings as allowed an ERS service retired employee.

This contractual agreement will be in effect beginning March 21, 2022 through March 21, 2023. Either party may terminate this contract upon written notice.

Limestone County
Commission

Collin Daly,
Chairman

Jimmy Bryant Moss

Attest: _____
Ellen Morell, Administrator

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

JOB DESCRIPTION

TITLE: FEMA Project Manager

DEPARTMENT: Engineering

REPORTS TO: County Engineer

SUBORDINATE STAFF: None

JOB DUTIES:

- Assists the County Engineer and Assistant County Engineer in the administration/management of FEMA funded projects.
- Ensures that FEMA funded projects are done in accordance with applicable specifications and plans.
- Ensures that paperwork associated with the projects is complete and kept on file. Completes project estimates to ensure that the contractor is paid in a timely manner. Ensures that project test reports are collected regarding materials used in the construction of the project.
- Coordinates with Engineering Staff regarding project inspections, daily work reports, testing of project materials, time charges, quantities of materials used on project, etc. Reports any potential issues that may arise during the construction of the project. Attempts to prevent issues from arising that can negatively impact the project.
- Serves as a liaison between the County Engineer and the Contractor.

Commissioner Black called the roll. LaDon Townsend, aye; Danny Barksdale, aye; Daryl Sammet, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
County Commission	001-51100-541 001-35910	Office Equipment & Furniture Budgetary Fund Balance	+ \$15,000.00 - \$15,000.00

Commissioner Black asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; 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 award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

**CRUSHED LIMESTONE
(Picked Up)**

**Bid Proposal No. 2773
April 1, 2022 – March 31, 2023**

**Rogers Group Inc.
Tanner Quarry
West Limestone Quarry**

Washed Paving Rock #5,#6,#7,#56,#57, #67,#78,#89	Crusher Run	Crushed Limestone Screenings	Pug Mix Type B	Surge Rock	Rip Rap Class 1 or 2	Block Material
\$19.00/Ton	\$13.50/Ton	\$16.00/Ton	\$14.00/Ton	\$13.50/Ton	\$21.00/Ton	\$17.00/Ton

**CRUSHED LIMESTONE
(Delivered)**

**Bid Proposal No. 2774
April 1, 2022 – March 31, 2023**

**Rogers Group Inc.
Tanner Quarry
West Limestone Quarry**

Washed Paving Rock #5,#6,#7,#56,#57, #67,#78,#89	Crusher Run	Crushed Limestone Screenings	Pug Mix Type B	Surge Rock	Rip Rap Class 1 or 2	Block Material
\$25.00/Ton For all Districts	\$19.50/Ton For all Districts	\$22.00/Ton For all Districts	\$20.00/Ton For all Districts	\$20.00/Ton For all Districts	\$27.00/Ton For all Districts	\$23.00/Ton For all Districts

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

**PLANT MIX
(Picked Up & Delivered)
Bid Proposal No. 2775**

April 1, 2022 – September 30, 2023

**Wiregrass Const. Co., Inc.
Huntsville, AL**

	Picked Up Price	Delivered
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$65.91	\$76.41
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$65.91	\$76.41
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$63.38	\$73.88
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$63.38	\$73.88
424B-634 Superpave Bituminous Concrete Upper Binder Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$60.88	\$71.38
424B-634 Superpave Bituminous Concrete Upper Binder Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$60.88	\$71.38
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$58.65	\$69.15
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$58.65	\$69.15
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B	\$51.95	\$62.45
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$51.95	\$62.45

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

TRAFFIC STRIPING

Bid Proposal No. 2776

April 1, 2022 – March 31, 2023

Ozark Striping Company, Inc.

Description	Cost
Permanent Traffic Stripe (4" Wide)	
• Broken Yellow (Class I, Type A)	\$400.00 per mile
• Solid Yellow (Class 1, Type A)	\$750.00 per mile
• Solid White (Class 1, Type A)	\$750.00 per mile
• Broken White (Class 1, Type 1)	\$400.00 per mile
• Broken Yellow (Class 2T, Type A)	\$1,200.00 per mile
• Solid Yellow (Class 2T, Type A)	\$2,150.00 per mile
• Solid White (Class 2T, Type A)	\$2,150.00 per mile
• Broken White (Class 2T, Type A)	\$1,200.00 per mile
Permanent Traffic Stripe (5" Wide)	
• Broken Yellow (Class I, Type A)	\$440.00 per mile
• Solid Yellow (Class 1, Type A)	\$820.00 per mile
• Solid White (Class 1, Type A)	\$820.00 per mile
• Broken White (Class 1, Type 1)	\$440.00 per mile
• Broken Yellow (Class 2T, Type A)	\$1,390.00 per mile
• Solid Yellow (Class 2T, Type A)	\$2,300.00 per mile
• Solid White (Class 2T, Type A)	\$2,300.00 per mile
• Broken White (Class 2T, Type A)	\$1,390.00 per mile
Temporary Stripe (4" Wide)	
• Broken Yellow (Class 1, Type A)	\$850.00 per mile
• Solid Yellow (Class 1, Type A)	\$890.00 per mile
• Solid White (Class 1, Type A)	\$890.00 per mile
• Broken White (Class 1, Type A)	\$850.00 per mile
Marking & Legends	
• Traffic Control Markings (Class 1, Type A)	\$2.00 per mile
• Traffic Control Legends (Class 1, Type A)	\$3.00 per mile
• Traffic Control Markings (Class 2, Type A)	\$5.50 per square foot
• Traffic Control Legends (Class 2, Type A)	\$6.00 per square foot
Pavement Markers	
• Class A-H (All Types)	\$5.00 each

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL

Bid Proposal No. 2777

(Picked Up & Delivered)

April 1, 2022 – March 31, 2023

**PRIMARY VENDOR:
ADVANCED ASPHALT PRODUCTS, LLC
PICK UP LOCATION: Jasper, AL**

PICKED UP- BULK	DELIVERED - BULK
\$80.00/Ton	\$98.00/Ton
PICKED UP- 50LB. BAGS	DELIVERED- 50LB. BAGS
\$13.00/Ton	\$15.00/Ton
PICKED UP – 5 GAL PAILS	DELIVERED – 5 GAL PAILS
\$15.00/Ton	\$18.00/Ton

Note: ADVANCED ASPHALT PRODUCTS is to be the primary vendor with WIREGRASS CONSTRUCTION and ROGERS GROUP, INC., as “backup” vendors if material is not available from ADVANCED ASPHALT PRODUCTS.

**BACK-UP VENDOR:
WIREGRASS CONSTRUCTION COMPANY
PICK UP LOCATION: Trinity, AL**

PICKED UP- BULK	DELIVERED - BULK
\$100.00/Ton	\$110.50/Ton
PICKED UP- 50LB. BAGS	DELIVERED- 50LB. BAGS
No bid	No bid
PICKED UP – 5 GAL PAILS	DELIVERED – 5 GAL PAILS
No bid	No bid

**BACK-UP VENDOR:
ROGERS GROUP, Inc.
PICK UP LOCATION: Huntsville, AL**

PICKED UP- BULK	DELIVERED - BULK
\$115.00/Ton	\$131.00/Ton
PICKED UP- 50LB. BAGS	DELIVERED- 50LB. BAGS
No bid	No bid
PICKED UP – 5 GAL PAILS	DELIVERED – 5 GAL PAILS
No bid	No bid

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

**GUARDRAILS & END ANCHORS
ALABAMA GUARDRAIL, INC.**

Proposal No. 2778

April 1, 2022 - March 31, 2023

ALABAMA GUARDRAIL, INC.

Description	Cost
Type 10 Series End Anchors complete and installed	\$3,100.00 Each
Type 13 Series End Anchors complete and installed	\$2,800.00 Each
Steel Beam Guardrail, Class A, Type 2 complete installed	\$38.00 per Foot
Type 20 Series End Anchors complete and installed	\$3,900.00 Each

LAID IN PLACE

April 1, 2022 – September 30, 2023

**Bid Proposal No. 2779
ASPHALT PLANT MIX**

**ROGERS GROUP, INC.
Tuscumbia, AL**

Description	Unit Price
Mobilization to Project Site	\$2,000.00 Each
Bituminous Concrete Plant Mix (leveling or seal) 1/2" Max. Aggregate Size Mix	\$96.43/Ton
Bituminous Concrete Plant Mix (leveling or seal) 3/4" Max. Aggregate Size Mix	\$93.45/Ton
Bituminous Concrete Binder Layer, Patching 3/4" Max. Aggregate Size Mix	\$140.69/Ton
Bituminous Concrete Binder Layer, Widening 3/4" Max. Aggregate Size Mix	\$111.98/Ton
Aggregate Surfacing, 1 1/2" Down Crusher Run	\$36.68/Ton
Planing Existing Pavement Approximately 1" thru 2"	\$5.72/Square Yard

**Proposal No. 2780
P&T Trailer Sales
Tanner, AL**

Base	\$8,200.00
Tarp System	\$450.00
Ramps	\$300.00
Spreader Gate	\$550.00

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

**Senior Center
Lawn Maintenance**

Proposal No. 2782	Curb Appeal	Lawn Maintenance – East Limestone Senior Center	\$250.00
Proposal No. 2783	Martin Lawn Care	Lawn Maintenance – Tanner Senior Center	\$335.00
Proposal No. 2784	Martin Lawn Care	Lawn Maintenance – Goodsprings Senior Center	\$270.00
Proposal No. 2785	Martin Lawn Care	Lawn Maintenance- Owens Senior Center	\$280.00

**DUPREE HOLLOW ROAD BRIDGE CULVERT REPLACEMENT
Proposal No. 42-191-221
Miller & Miller, Inc.**

Item	Description	QTY	Unit	Unit Price	Amount
206D-000	Removing Pipe	96	LIN FT	\$45.00	\$4,320.00
214A-000	Structure Excavation	298	CU YD	\$10.00	\$2,980.00
214-B-001	Foundation Backfill, Commercial	45	CU YD	\$30.00	\$1,350.00
502A-000	Steel Reinforcement	14557	LB	\$1.00	\$14,557.00
524A-010	Culvert Concrete	88	CU YD	\$925.00	\$81,400.00
600A-000	Mobilization	1	LS	\$39,815.00	\$39,815.00
680A-001	Geometric Controls	1	LS	\$9,500.00	\$9,500.00

Commissioner Black asked if there was any discussion. Commissioner Sammet asked Engineer Massey about the bid to Wiregrass for plant mix, and Engineer Massey informed Commissioner Sammet that Wiregrass was the lowest bidder but there was an alternate vendor that could be used should Wiregrass not be available or if the location of the project was closer to the alternate vendor. The Administrator called the roll. LaDon Townsend, aye; Danny Barksdale, aye; Daryl Sammet, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve to promote Jackie McNatt to Operations Lieutenant.

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

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve to hire William McGuire and Hayden Russell as Temporary Laborers, in the Paving-Road Maintenance Department.

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Brenda Bridgeforth	Homemaker	4/7/2022
Casey Burroughs	Communications Officer	4/19/2022
Darron Lewter	Facilities and Grounds Worker	4/7/2022
James Tolen II	Communications Officer	4/7/2022
Jimmie Eaves	PT Laborer	4/17/2022
Jimmy Gatlin	Equipment Operator III	4/16/2022
Joseph Jackson	Equipment Operator II	4/7/2022
Joshua Carter	Equipment Operator II	4/12/2022
Kelly Adams	GIS Technician	4/23/2022
Leslie Williams	Van Driver	4/5/2022
Michael Mitchell	Deputy Sheriff	4/7/2022
Michelle Williamson	Director of Community Relations/Grants	4/20/2022
Mitzi Cooley	Tag & Title Clerk	4/7/2022
Rickey Smith	Asst. Superintendent of Facilities and Ground	4/8/2022
Tracy Wooldridge	Nutrition Program Supervisor	4/5/2022
Wanda Reese	Administrative Secretary CID	4/4/2022
William Royals	Investigator	4/7/2022

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

Commissioner Black notified the Commission that the landowner of lot 5, block 1 of Martin Branch Subdivision requested that this item scheduled for vote be removed from the agenda.

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve the following speed limit.

Road Name	District	Location	Miles Per Hour
Nick Davis Rd	2	From Mooresville Rd to Sanderson Rd	45 mph

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

Commissioner Black asked if there was any discussion. Engineer Massey informed the Commission that due to the increased number of traffic and developments, it became necessary to decrease the speed limit. The Administrator called the roll. Danny Barksdale, aye; Daryl Sammet, aye; Jason Black, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve the 2022 district paving schedule.

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

Dist	Roads	From	To	Length (mi)	Work	Cost	Comments
Dist 4	Christopher Rd	Gray Ridge Rd	End	1.00	Spot Level and Patch	\$ 9,400	
	Tommy Hill Rd	Persimmon Tree Rd	End	2.00	Spot Level and Patch	\$ 8,000	
	Happy Hollow Rd	Hwy 127	End of Pavement	1.20	Spot Level and Patch	\$ 16,500	
Dist 1	South Rd	Wooley Springs Rd	Hwy 251	2.50	Level and Double Surface	\$ 100,000	
	Drawbaugh Rd	Mooreville Rd	Sharp	1.52	Level and Double Surface	\$ 64,200	
Dist 2	Iron Gate Drive	Gray Rd	End	0.31	Mill, Patch and Resurface	\$ 34,200	
	Birchbark St	Capshaw Rd	End	0.35	Mill, Patch and Resurface	\$ 28,000	
	Calderwood St	Brichbark St	End	0.10	Mill, Patch and Resurface	\$ 7,700	
Dist 3	Segers Rd	Hardiman Rd	Maecille Dr	2.00	Spot Level and Patch	\$ 65,000	
	Holt Sringer Rd	Hardy Rd	Ezell Rd	1.75	Level, Patch and Resurface	\$ 175,500	
Dist 4	Easter Ferry Rd	Witty Mill Rd	Joint past Quarry	1.20	Level, Patch and Resurface	\$ 140,100	
Dist 1	Hobbs Loop	Hwy 53	Hwy 53	1.15	Level and Double Surface	\$ 45,000	
	Duggar Rd	Piney Chapel Rd	End	0.77	Level and Double Surface	\$ 20,000	
Dist 2	Menefee Rd	Capshaw Rd	Copeland Rd	4.08	Level, Patch and Single Surface	\$ 181,600	
Dist 3	Dobbins Rd	Lucas Ferry Rd	End	0.12	Double Surface	\$ 2,200	
	Moyers Rd	Lucas Ferry Rd	Hwy 31	2.54		\$ 15,000	Athens City Cooperative Project (PH)
Dist 4	Chapman Hollow Rd	Hwy 99	Easter Ferry Rd	2.39	Level and Double Surface	\$ 103,500	CDBG Grant Funded
	Patterson Hill Rd	Cotton Belt Rd	Hwy 99	1.08	Spot Level and Patch	\$ 17,600	
Dist 2	Southern Heritage Ln	Mooreville Rd	End	0.45	Mill, Patch and Resurface	\$ 33,100	
	Newby Rd	Cambridge Ln	Mooreville Rd	1.01	Level, Patch and Resurface	\$ 93,500	Athens City Cooperative Project
	Mooreville Rd	Huntsville Brownsferry Rd	Newby Rd	1.00	Level, Patch and Resurface	\$ 133,350	
Dist 3	Mooreville Rd	HSV City Limits	Huntsville Brownsferry Rd	6.48	Spot Level and Patch	\$ 362,500	Grant Funded

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 21, 2022
COMMISSION MEETING**

Dist	Roads	From	To	Length (mi)	Work	Cost	Comments
Dist 4	Christopher Rd	Gray Ridge Rd	End	1.00	Spot Level and Patch	\$ 9,400	
	Tommy Hill Rd	Persimmon Tree Rd	End	2.00	Spot Level and Patch	\$ 8,000	
	Happy Hollow Rd	Hwy 127	End of Pavement	1.20	Spot Level and Patch	\$ 16,500	
Dist 1	South Rd	Wooley Springs Rd	Hwy 251	2.50	Level and Double Surface	\$ 100,000	
	Drawbaugh Rd	Mooreville Rd	Sharp	1.52	Level and Double Surface	\$ 64,200	
Dist 2	Iron Gate Drive	Gray Rd	End	0.31	Mill, Patch and Resurface	\$ 34,200	
	Birchbark St	Capshaw Rd	End	0.35	Mill, Patch and Resurface	\$ 28,000	
	Calderwood St	Brichbark St	End	0.10	Mill, Patch and Resurface	\$ 7,700	
Dist 3	Segers Rd	Hardiman Rd	Maecille Dr	2.00	Spot Level and Patch	\$ 65,000	
	Holt Sringer Rd	Hardy Rd	Ezell Rd	1.75	Level, Patch and Resurface	\$ 175,500	
Dist 4	Easter Ferry Rd	Witty Mill Rd	Joint past Quarry	1.20	Level, Patch and Resurface	\$ 140,100	
Dist 1	Hobbs Loop	Hwy 53	Hwy 53	1.15	Level and Double Surface	\$ 45,000	
	Duggar Rd	Piney Chapel Rd	End	0.77	Level and Double Surface	\$ 20,000	
Dist 2	Menefee Rd	Capshaw Rd	Copeland Rd	4.08	Level, Patch and Single Surface	\$ 181,600	
Dist 3	Dobbins Rd	Lucas Ferry Rd	End	0.12	Double Surface	\$ 2,200	
	Moyers Rd	Lucas Ferry Rd	Hwy 31	2.54		\$ 15,000	Athens City Cooperative Project (PH)
Dist 4	Chapman Hollow Rd	Hwy 99	Easter Ferry Rd	2.39	Level and Double Surface	\$ 103,500	CDBG Grant Funded
	Patterson Hill Rd	Cotton Belt Rd	Hwy 99	1.08	Spot Level and Patch	\$ 17,600	
Dist 2	Southern Heritage Ln	Mooreville Rd	End	0.45	Mill, Patch and Resurface	\$ 33,100	
	Newby Rd	Cambridge Ln	Mooreville Rd	1.01	Level, Patch and Resurface	\$ 93,500	Athens City Cooperative Project
	Mooreville Rd	Hunstville Brownsferry Rd	Newby Rd	1.00	Level, Patch and Resurface	\$ 133,350	
Dist 3	Mooreville Rd	HSV City Limits	Huntsville Brownsferry Rd	6.48	Spot Level and Patch	\$ 362,500	Grant Funded

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D1	D2	D3	D4
\$ 229,200	\$ 511,450	\$ 620,200	\$ 295,100

District Costs \$1,655,950

Commissioner Black asked if there was any discussion. Commissioner Black commented that if there were any monies remaining that there might be some additional roads that could be added. The Administrator called the roll. Daryl Sammet, aye; LaDon Townsend, aye; Danny Barksdale, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve to revise the Equipment Operator II job description.



Equipment Operator II

DC/2

District Commissioner

JOB SUMMARY

This position operates assigned equipment in the maintenance and repair of county roads, drainage ditches, and related infrastructure.

Under the supervision of the District Road Supervisor, the employee operates one or more pieces of heavy equipment in the performance of moderately complex construction and maintenance activities. Employee receives specific instructions from supervisor. Work is performed under established procedures with frequent inspections during progress with final inspection of completed work. Employee performs maintenance inspections on assigned equipment, notifies the District Road Supervisor of equipment failures, and may assist with repairs. Employee also performs other routine manual labor as assigned. This job is considered safety-sensitive and is subject to a pre-employment background check and random drug screens.

MAJOR DUTIES

- Operates equipment in the maintenance and repair of county roads, bridges, and drainage systems; operates an excavator, backhoe, brush cutter, front-end loader, and

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other equipment.

- Performs operations with bulldozer, front-end loader, scraper, roller, self-propelled chip spreader, tractor, brush cutter, bush hog, backhoe, track how, and ditching machine.
- Operates dump truck for hauling materials to/from work site.
- Operates tractors with various attachments in performing right-of-way (ROW) maintenance.
- Performs equipment maintenance.
- Performs regular equipment safety and operational inspections; performs scheduled preventative equipment maintenance; monitors equipment for needed repairs of maintenance.
- Performs daily and monthly safety and maintenance vehicle inspections on assigned equipment.
- Performs preventative maintenance on equipment; checks tires, oil, fluid levels, and lights.
- Monitors gauges and other indicators during equipment operation for non-standard conditions.
- Ensures assigned equipment is fueled.
- Reports equipment maintenance status to District Road Supervisor.
- Performs work or may assist crew leader or other repairmen with mechanical repairs such as gas engine tuning, repair and overhaul, and ignition, fuel, brake and hydraulic system repair and overhaul.
- Performs manual labor tasks associated with County road, bridge, and other infrastructure projects; performs miscellaneous tasks associated with Department projects.
- Assists in bridge repairs and construction.
- Digs trenches and assists in setting pipe.
- Ensures the proper signage is visible during bridge outages.

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- Assists in measuring bridges.
- Uses a chain saw to cut trees and bushes from ROW.
- Installs and cleans drainpipes.
- Hauls sand to icy bridges.
- Performs flagman duties, as needed, while on road maintenance jobs.
- Shovels asphalt, rocks, dirt, and other materials during road repairs.
- Picks up and piles brush, refuse and other materials.
- Uses bush axe to perform various task.
- Performs sign placement during road maintenance work.
- Performs animal burials.
- Opens graves at cemeteries.
- Patches holes in roads.
- Assists road crew as needed.
- Performs minor carpentry and concrete work to repair bridges, etc.
- Maintains timecard.
- Completes assignments within specified time frames.
- Follows plans and instructions regarding projects.
- Receives daily tasks and assignments from supervisor.
- Performs other duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of County rules, regulations, policies, and procedures. (Can be acquired on the job.)

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- Knowledge of County road and bridge systems. (Can be acquired on the job.)
- Knowledge of safety rules including accident causation and prevention.
- Knowledge of traffic regulations.
- Knowledge of practices applied in the use of heavy equipment for various maintenance and construction operations.
- Moderate skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skill in operation of a wide variety of heavy equipment.
- Reading skills to comprehend operator manuals, directives, procedures, and instructions.
- Verbal skills to communicate effectively with supervisor and co-workers.
- Listening skills to follow verbal instructions and counsel with crew members.
- Writing skills to clearly and neatly complete routine forms and records.
- Math skills to perform basic calculations (add, subtract, multiply, and divide.)
- Hand/eye coordination skills to operate machinery and make fine adjustments.
- Ability to use measuring instruments and to read equipment gauges.
- Ability to read and understand engineering drawings.
- Ability to read maps.
- Ability to work independently with moderate supervision.
- Ability to work well with co-workers.
- Ability to work under extreme weather conditions.
- Ability to move/lift objects greater than 50 lbs.
- Ability to train other operators.
- Ability to wear and utilize safety equipment, as required.

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- Ability to drive and safely operate equipment.

SUPERVISORY CONTROLS

The District Commissioner and/or the District Road Supervisor assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include traffic laws, work safety policies, ALDOT regulations, and county policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related heavy equipment operation and maintenance duties. Inclement weather and heavy traffic contribute to the complexity of the position.
- The purpose of this position is to operate heavy equipment in the maintenance and repair of county roads, bridges, drainage, and related infrastructure. Successful performance contributes to the provision of safe and well-maintained county roadways.

CONTACTS

- Contacts are typically with coworkers, other county employees, contractors, vendors, utility companies, construction companies, and the general public.
- Contacts are typically to exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while intermittently sitting, standing, bending, crouching, or stooping. The employee frequently lifts light and heavy objects over 50 lbs., climbs ladders, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed outdoors, occasionally in cold or inclement weather. The employee is exposed to dust, dirt, grease, and machinery with moving parts. The work involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g., working at great heights under extreme weather conditions. The work requires the use of protective devices such as masks, goggles, gloves, etc.

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SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Minimum of one to three (3) years of work experience as an Equipment Operator I or equivalent.
- Possesses a current and valid Alabama Class B Commercial Driver's License (CDL); tanker endorsement preferred; must be insurable.
- Ability to work overtime, weekends, or emergencies as needed.
- Ability to be on-call.
- Ability to pass a pre-employment background check and drug screen(s).

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve the following policies: (a) Cybersecurity Policy; (b) Acceptable Use of Information Technology Resources Policy; (c) Disaster Recovery Policy; and (d) Account Management/Access Control Policy. Some of these policies are not available for public review.

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

Commissioner Sammet gave a report on Sandlin Road, State Line Road, Thach Road bridge, and McKee Road.

Commissioner Barksdale read a statement regarding his desire to charge impact fees to assist in revenue and to relieve long time citizens of the burden of incurring costs of repairing and maintaining roads due to the growth of incoming residents and subdivisions. Commissioner Barksdale also read in his statement his desire to utilize a unit system of

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administration consisting of seven (7) part-time commissioners representing seven districts in the county with meetings being held in the evenings. Commissioner Barksdale stated, 'As long as we remain on the district system, commissioners are going to be thought of simply as road commissioners. Our roads are important; however, the administrative function of our county commissioners as the legislative body of our county is just as important.'

Commissioner Black gave a legislative report regarding the expansion of local broadband services in the underserved areas, federal funding for county EMA offices, the mental health crisis in our county jails, and expanding excess to access county tax lien auctions.

Commissioner Townsend inquired about the time frame for the installation of the culvert on Dupree Hollow Road. Engineer Massey informed Commissioner Townsend that once Miller and Miller finished the bridge on Thach Road that they would then go to Dupree Hollow Road. Commissioner Townsend also gave an update on Chapman Hollow Road.

Commissioner Black requested prayers on behalf of Chairman Daly's grandbaby.

Adjourned at 10:24 a.m. until 9:00 a.m. on Monday, April 4, 2022 at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.