

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 7, 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: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of January 18, 2022.

The Chairman asked if there was any discussion. The Chairman thanked Commissioner Black for presiding as Chairman at the January 18<sup>th</sup> commission meeting. 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 Danny Barksdale and seconded by Jason Black to approve the following claims:

01/21/2022	Check #	0064027 - 0064067	\$	848,792.04
01/21/2022	Check #	0064068	\$	7,436.84
01/21/2022	Check #	0064069	\$	9,758.49
01/21/2022	Check #	0064070	\$	321.00
01/27/2022	Check #	0064071	\$	168,946.17
01/27/2022	Check #	0064072	\$	VOID
01/27/2022	Check #	0064073	\$	309,799.64
01/28/2022	Check #	0064074 - 0064157	\$	1,792,499.38
01/31/2022	Check #	0064158 - 0064173	\$	36,920.80
01/31/2022	Check #	0064174 - 0064175	\$	1,750.00
02/01/2022	Check #	0064176 - 0064428	\$	126,500.00
02/03/2022	Check #	0064429	\$	VOID
02/03/2022	Check #	0064430	\$	211.14
		<b>TOTAL</b>	\$	<b>3,302,935.50</b>

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; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve a resolution allowing Probationary Employees, who have met all requirements listed in the resolution, to have access to their paid sick leave available during their probationary period for no more than forty (40) continual work hours due to COVID-19.

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**STATE OF ALABAMA  
LIMESTONE COUNTY**

**RESOLUTION**

**WHEREAS**, the Limestone County Commission, is the governing body of Limestone County, Alabama; and,

**WHEREAS**, the federally mandated 80 hours of emergency paid sick leave (EPSL or COVID-19 leave”) and extended FMLA (eFMLA or “childcare leave”) expired on December 30, 2020 and the mandatory leave allowance was not extended;

**WHEREAS**, the Limestone County Commission voluntarily extended the emergency paid sick leave effective December 31, 2020 which expired on June 30, 2021 and the voluntary leave allowance was not extended;

**WHEREAS**, the Limestone County Commission has chosen to voluntarily allow Probationary Employees access to their paid sick leave available during their probationary period for no more than forty (40) continual work hours;

**WHEREAS**, the employee that wishes to use said leave must have the following: (a) a positive COVID-19 test result with documentation stating said results; and/or (b) direct contact with a household member that has tested positive for COVID-19; and/or (c) you meet the qualifications the Centers for Disease Control and Prevention recommends to quarantine and/or isolate;

**WHEREAS**, an employee using the above-mentioned leave due to a positive COVID-19 household member, medical documentation will be required;

**WHEREAS**, should an employee be ordered by the Limestone County Commission to quarantine due to precautionary COVID-19 concerns, the time frame of the leave may be at the discretion of the Limestone County Commission;

**WHEREAS**, should a Probationary Employee choose to use said leave, the sick leave hours used will be deducted from their sick leave balance once their probationary period is complete, not to extend forty (40) hours;

**WHEREAS**, should a Probationary Employee be eligible to use their paid sick leave, said employee will be required to fill out and sign all necessary documentation that is provided by the Limestone County Commission for said leave.

**NOW, THEREFORE, BE IT RESOLVED** by the Limestone County Commission that extended emergency paid sick leave be available to eligible probationary employees’ retro-dated to July 1, 2021.

**ADOPTED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Collin Daly  
Limestone County Commission Chairman

\_\_\_\_\_  
Ellen Morell, County Administrator

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

**MOTION** was made by Danny Barksdale and seconded by Jason Black to approve a resolution which expresses opposition to the provisions and intent of Senate Bill 157 and any other legislation or policy modeled in similarity.

**STATE OF ALABAMA  
LIMESTONE COUNTY**

**RESOLUTION**

**WHEREAS**, the Limestone County, Alabama, County Commission stands in opposition to any statewide policies or procedures that upon implementation will detrimentally impact the integrity and lifespan of the county road and bridge system; and

**WHEREAS**, it is a well-known fact that any detriment to the county road and bridge system not only increases the financial burden on the local taxpayers who fund the system but also endangers the safety of the citizens who daily depend on the system; and

**WHEREAS**, the provisions of Senate Bill 157, proposed for consideration before the Alabama Legislature during the 2022 Regular Session, will undoubtedly cause significant damage to county roads and bridges by removing the existing weight restrictions recommended by engineering professionals nationwide to allow for logging trucks to transport the increased weight of almost 100,000 pounds per trip on public roads and bridges; and

**WHEREAS**, Senate Bill 157 specifically proposes to increase the allowable gross weight and axle weight for certain five-axle and six-axle logging trucks by 10 percent, an increase that is seemingly modest at face value but that, in the reality of physics, is much more significant and ultimately doubles the impact to transportation infrastructure; and

**WHEREAS**, the county road and bridge system were largely underfunded and subsequently undermaintained for nearly 30 years and is now undergoing significant repair thanks to the Alabama Legislature's recognition in 2019 of the dire state of county roads and bridges; and

**WHEREAS**, the impacts of Senate Bill 157 will not only negate the strides made by the Alabama Legislature in 2019 to stabilize long-awaited funding for county roads and bridges but also jeopardize tens of millions of dollars in federal funding provided to the State of Alabama each year for the statewide adherence to federal weight restriction guidelines; and

**WHEREAS**, the proposals under Senate Bill 157 are clearly harmful to our county road and bridge system, dangerous and costly to our citizens, and contrary to sound public policy.

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**NOW, THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION** that it expresses its staunch opposition to the provisions and intent of Senate Bill 157 and any other legislation or policy modeled similarly.

Done this 7<sup>th</sup> day of February 2022.

\_\_\_\_\_  
Collin Daly  
Limestone County Chairman

ATTEST:

\_\_\_\_\_  
Ellen Morell  
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; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

**MOTION** was made by LaDon Townsend and seconded by Daryl Sammet to approve an Agreement between the Alabama Department of Transportation and the Limestone County Commission regarding the maintenance of school zone flashing signs on SR-99 at Mount Pisgah Christian School. The Limestone County Commission will be the Maintaining Agency.

Region Tracking Number: \_\_\_\_\_ Project Number: \_\_\_\_\_  
Region: NR-Tuscumbia County: Limestone

**STATE OF ALABAMA acting by and through the  
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the  
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or  
ROADWAY LIGHTING**

This Agreement, in accordance with resolution number \_\_\_\_\_ dated \_\_\_\_\_ (or \_\_\_\_\_ minutes dated) attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the Limestone County Commission (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the checkboxes below, to wit:

	<b>(A)</b> New Installation	<b>(B)</b> Equipment Upgrade	<b>(C)</b> Complete Removal	<b>(D)</b> Operation	<b>(E)</b> Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intersection Flashing Signal/Beacon:	<b>X</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>	<b>X</b>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} NOTE: if more space is needed, please use continuation sheets.

### **A, D, and E - school zone flashing signs on SR-99 at Mount Pisgah Christian School.**

1. For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
2. In the event the work to be accomplished above is identified by (A) and/or (B), the  STATE  MAINTAINING AGENCY will furnish and the  STATE  MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively.
3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
  - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
  - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
  - C. National Electrical Code, current edition.
  - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
  - E. Code of Alabama, 1975 (as Amended) with specific reference to:
    - (1) §23-1-113, Municipal Connecting Link Roads - Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
    - (2) §32-5A-32, Traffic - Control signal legend.
    - (3) §32-5A-33, Pedestrian - Control signals.
    - (4) §32-5A-34, Flashing signals.
    - (5) §32-5A-35, Lane - Direction - Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE'S Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE'S Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY always agrees further to maintain the equipment and/or associated hardware in a good state

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of repair, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as "(A) New Installation" with "Traffic Control Signal" marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.

8b. Check one:

The  CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47- 190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or mis expenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The  COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or mis expenditure of any source of funding,

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compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the  STATE  MAINTAINING AGENCY.
10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.
12. At such time as a warrant study is conducted on an existing signalized intersection and the results differ from the previous warrant study conducted at that signalized intersection, a new Agreement for Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting shall be executed with the MAINTAINING AGENCY.
13. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.
14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

15. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows:  
*{Example: 5-3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE - If more space is needed, please use continuation sheets.*

(2) - 2 sec. School zone speed limit signage with amber solar flashers

TYPE OF SIGNAL		CONTROLLER	
<input type="checkbox"/> Traffic Control <input type="checkbox"/> Flashing <input checked="" type="checkbox"/> School Flasher <input type="checkbox"/> Other: _____ _____ _____	<input type="checkbox"/> Pedestrian Control <input type="checkbox"/> Lane Control <input type="checkbox"/> Railroad Crossing	Make: <input type="checkbox"/> Fixed Time <input type="checkbox"/> Semi Actuated <input type="checkbox"/> Full Actuated <input checked="" type="checkbox"/> Other	Model #; <input type="checkbox"/> Two Phase <input type="checkbox"/> Four Phase <input type="checkbox"/> Eight Phase
		SYSTEM <input type="checkbox"/> YES <input type="checkbox"/> NO	

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- 16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the  STATE  MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
- 17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
- 18. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for ail damages resulting there from.

Limestone County Commission  
Legal name of MAINTAINING AGENCY

Attest: \_\_\_\_\_  
(Seal or notary signature)

By: \_\_\_\_\_  
Authorized Signature for Maintaining Agency

Agreement Recommended for approval:

By: \_\_\_\_\_  
Area Traffic Engineer Signature

**STATE OF ALABAMA** acting by and through the **ALABAMA DEPARTMENT OF TRANSPORTATION**  
The within and foregoing Agreement is hereby approved on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPROVED:**

**RECORDED:**

By: \_\_\_\_\_  
Region Engineer Signature

By: \_\_\_\_\_  
State Traffic Engineer Signature

Date: \_\_\_\_\_  
(Added to Archive)

The Chairman asked if there was any discussion. The Chairman thanked the local delegation and Michelle Williamson for their assistance receiving these signs and also the signs at Tillman Mill Road. The Administrator called the roll. LaDon Townsend, aye; Daryl Sammet, aye; Danny Barksdale, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by LaDon Townsend to approve the following budget revision:



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<b>Department</b>	<b>Account Number</b>	<b>Title of Line Item</b>	<b>Amount</b>
Maintenance	001-51200-549	Other Miscellaneous Equipment	+ \$7,800.00
	001-35910	Budgetary Fund Balance	- \$7,800.00

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

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

<b>Proposal No.</b>	<b>Item</b>	<b>Awarded to</b>	<b>Amount</b>
2770	Business Cards	Currie Systems	\$109.00
2771	Gasoline & Diesel	Aziz Oil (Formerly J&J Oil)	\$.215/Gallon

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

**MOTION** was made by LaDon Townsend and seconded by Daryl Sammet to approve to hire Bobby Clark as Facilities Technician in the Maintenance of Facilities and Grounds Department, effective February 7, 2022.

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

Commissioner Barksdale recommended that the following personnel items be voted on in one vote. The Commissioners agreed.

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

- Transfer Sheila Vickers from Community Corrections Administrative Assistant Council on Aging Senior Center Manager, effective February 14, 2022;
- Promote Nathanael Scott Greene from Corrections Officer to Deputy Sheriff in the Limestone County Sheriff's Department, effective February 7, 2022;

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- Hire Christa McCurry as Probate Clerk II in the Probate Office Department, effective February 22, 2022;
- Transfer Blake McMahan from Equipment Operator III to Sign/Herbicide Technician in the Paving-Road Maintenance Department, effective February 7, 2022;
- Transfer George Hamby from Sign/Herbicide Technician to Equipment Operator III in the Paving-Road Maintenance Department, effective February 7, 2022;
- Promote H. Doug Watson to Sign/Herbicide Technician from Equipment Operator II in the Paving-Road Maintenance Department, effective February 7, 2022;
- Grant Coroner Mike West the ability to appoint a Deputy Coroner due to Deputy Coroner David Malone resigning from said position as of March 1, 2022; and
- Promote Jake Abernathy from Patrol Officer to Investigator (Flex), effective February 7, 2022.

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 Jason Black and seconded by Daryl Sammet 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
April Davis	Assistant Archivist	2/8/2022
Austin Blake McMahan	Sign/Herbicide Technician	2/4/2022
Cameron Puckett	Chief Clerk	2/16/2022
Carson Green	Appraisal Clerk	2/1/2022
Cynthia A. Adams	Administrative Secretary	2/23/2022
Daniel Reese	Communications Officer	2/27/2022
Danny Craig	Sheriff Lt. - Patrol	2/1/2022
Debra J. Davis	Administrative Manager	2/3/2022
Y. Denise Williams	Sr. Tag & Title Clerk	2/25/2022
Dennis Wallace	Equipment Operator III	2/6/2022
Hope Wood	Tag & Title Supervisor	2/5/2022
Jeffrey Grisham	Corrections Officer	2/8/2022
Michael Black	Equipment Operator III	2/28/2022
Ben Pepper	District Road Supervisor	2/28/2022
John Coffman	Equipment Operator III	2/15/2022
Shelly Posey	Corrections Officer	2/19/2022

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Sonya Persell	GIS Technician	2/14/2022
William K. Chandler	Corrections Officer	2/5/2022

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

After Engineer Massey gave his report on the listed subdivisions for approval, Engineer Massey stated that Bowman Acres Subdivision did meet the current subdivision requirements. Commissioner Barksdale expressed his concerns with the 12-month time frame that the performance bond allows for the problem to be corrected in Bowman Acres Subdivision.

**MOTION** was made by Daryl Sammet and seconded by LaDon Townsend to approve The Estates at Piney Chapel Subdivision Phase 2B.

The Chairman 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 Jason Black and seconded by Daryl Sammet to approve Bowman Acres Subdivision Phase 2.

The Chairman asked if there was any discussion. There was no additional discussion. The Administrator called the roll. Jason Black, aye; Daryl Sammet, aye; Danny Barksdale, nay; and LaDon Townsend, aye. Motion carries 3 to 1.

**MOTION** was made by Jason Black and seconded by LaDon Townsend to approve Capshaw Grove Subdivision Phase 1.

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

Name	S/D Type	Approval Type	Lots	District	Location
The Estates at Piney Chapel Phase 2B	Minor	Preliminary & Final	3	1	North side of Piney Chapel Rd. west of Crutcher Rd.
Bowman Acres Phase 2	Major	Final	24	2	Northeast corner of Brown Rd. & Bledsoe Rd. intersection
Capshaw Grove Subdivision Phase 1	Major	Final	78	2	East side of Lipscomb Rd. Approx. 2800' south of Capshaw Rd.

Chairman Daly thanked Engineer Massey and everyone that worked to make Re-Build Alabama a success.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 7, 2022  
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**MOTION** was made by Jason Black and seconded by LaDon Townsend to approve job description for Building Service Worker for the Maintenance of Facilities and Grounds Department.

**LIMESTONE COUNTY**



Job Title: **Building Service Worker**  
Department: **Maintenance of Facilities & Grounds**  
Grade: **7**

**JOB SUMMARY**

This position is responsible for the custodial care and cleaning of county buildings.

**MAJOR DUTIES**

- Empties and cleans waste receptacles; replaces liners.
- Cleans and sanitizes restrooms; restocks restroom supplies.
- Cleans break rooms, offices, and public areas.
- Sweeps, mops, and vacuums floors.
- Dusts and polishes furniture, blinds, and windowsills.
- Sets up rooms for meetings; cleans rooms before and after meetings.
- Responds to emergency custodial calls.
- Cleans and sanitizes courtrooms.
- Moves furniture and equipment as required.
- Maintains cleaning supply inventory.
- Reports maintenance and repair needs to supervisor.
- Replaces light bulbs and batteries.
- Performs related duties.

**KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of county safety policies and procedures.

## **MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 7, 2022 COMMISSION MEETING**

- Knowledge of the use of various cleaning chemicals.
- Skill in operating such cleaning equipment as a vacuum cleaner.
- Skill in following instructions.
- Skill in prioritizing work.

### **SUPERVISORY CONTROLS**

The Assistant Superintendent of Facilities and Grounds assigns work in terms of somewhat general instructions. The supervisor spot-checks completed work for compliance with instructions and established procedures, accuracy, and the nature and propriety of the final results.

### **GUIDELINES**

Guidelines include safety manual and supervisory instructions. These guidelines are generally clear and specific but may require some interpretation in application.

### **COMPLEXITY/SCOPE OF WORK**

- The work consists of related custodial duties. The necessity of working around the public contributes to the complexity of the position.
- The purpose of this position is to participate in the custodial maintenance of county buildings. Successful performance contributes to the provision of clean and attractive facilities for county employees, citizens, and visitors.

### **CONTACTS**

- Contacts are typically with co-workers, other county employees, and the general public.
- Contacts are typically to provide services.

### **PHYSICAL DEMANDS/WORK ENVIRONMENT**

- The work is typically performed while standing, walking, bending, crouching, or stooping. The employee frequently lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and utilizes the sense of smell.
- The work is typically performed in county buildings. The employee is exposed to dust, dirt, and irritating chemicals. 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**

- Ability to read, write, and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship or internship of having had a similar position for one to two years.

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

**MOTION** was made by LaDon Townsend and seconded by Daryl Sammet to approve job description for Administrative Assistant/Case Manager for the Community Corrections Department.

**LIMESTONE COUNTY**



Job Title: **ADMINISTRATIVE ASSISTANT/CASE MANAGER**

Department: **Community Corrections**

Grade: **14**

**JOB SUMMARY**

This position is responsible for providing comprehensive supervision and case management for an assigned caseload of Community Corrections program participants.

**MAJOR DUTIES**

- Monitors program participants ordered by the court to participate in the Community Corrections program.
- Monitors female inmates for the Jail/Diversion Program.

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- Creates and maintains files for program participants; monitors inmate monthly reporting; observes drug screenings; makes arrangements for counseling as needed.
- Prepares monthly invoices; prepares checks; reconciles and balances checking accounts.
- Answers telephone and greets visitors; provides information and assistance; directs to appropriate personnel.
- Receives, receipts, and deposits program monies; files copies of account and deposit receipts.
- Monitors email for purchase orders from DHR for persons required to complete drug tests.
- Completes risk assessments for all participants.
- Maintains statistical reports related to the Felony Diversion program.
- Assists and refers inmates for mental health and other treatment.
- Schedules and makes home visits to verify the validity of addresses and to check residence and occupants.
- Attends court as required when subpoenaed or for revocation hearings.
- Updates inmate contact information.
- Transports inmates to and from treatment.
- Updates case files.
- Enter drug screen results into software system.
- Verifies inmate employment verifications.
- Prepares outgoing mail.
- Maintains inventory of office supplies; orders supplies as needed.
- Makes copies for a variety of forms and other documents.
- Prepares business cards for department employees.
- Assists with drug screen laboratory operations as needed.

## **MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 7, 2022 COMMISSION MEETING**

- Performs other duties as assigned.

### **KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of the judicial system.
- Knowledge of case management principles.
- Knowledge of community resources.
- Knowledge of risk assessment principles and practices.
- Knowledge of relevant local, state, and federal laws.
- Knowledge of modern office practices and procedures.
- Knowledge of generally accepted accounting principles.
- Knowledge of county and departmental policies and procedures.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and concise reports.
- Skill in oral and written communication.
- Skill in the use of computers and job-related software programs.
- Skill in prioritizing and organizing work.
- Skill in the maintenance of files and records.
- Skill in the use of such office equipment as a computer, scanner, fax machine, and copier.

### **SUPERVISORY CONTROLS**

The Director of Community Corrections 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 Alabama Department of Corrections guidelines, court orders, and county and department program policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.



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**COMPLEXITY/SCOPE OF WORK**

- The work consists of related case management and administrative duties. The unique needs of each participant contribute to the complexity of the position.
- The purpose of this position is to manage a caseload of program participants and to provide administrative support for department operations. Success in this position contributes to participant compliance with court requirements as well as the efficiency and effectiveness of those operations.

**CONTACTS**

- Contacts are typically with coworkers, other county personnel, vendors, law enforcement personnel, court personnel, attorneys, representatives of state agencies, judges, clients, offenders and their families, representatives of other agencies, and members of the general public.
- Contacts are typically to provide services, to give or exchange information, to resolve problems, or to motivate or influence persons.

**PHYSICAL DEMANDS/WORK ENVIRONMENT**

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, stooping, walking, bending, or crouching. The employee frequently lifts light and occasionally heavy objects.
- The work is typically performed in an office or outdoors, occasionally in cold or inclement weather. Work requires the use of protective devices such as masks, goggles, gloves, etc.

**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.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship, internship, or having had a similar position for one to two years.

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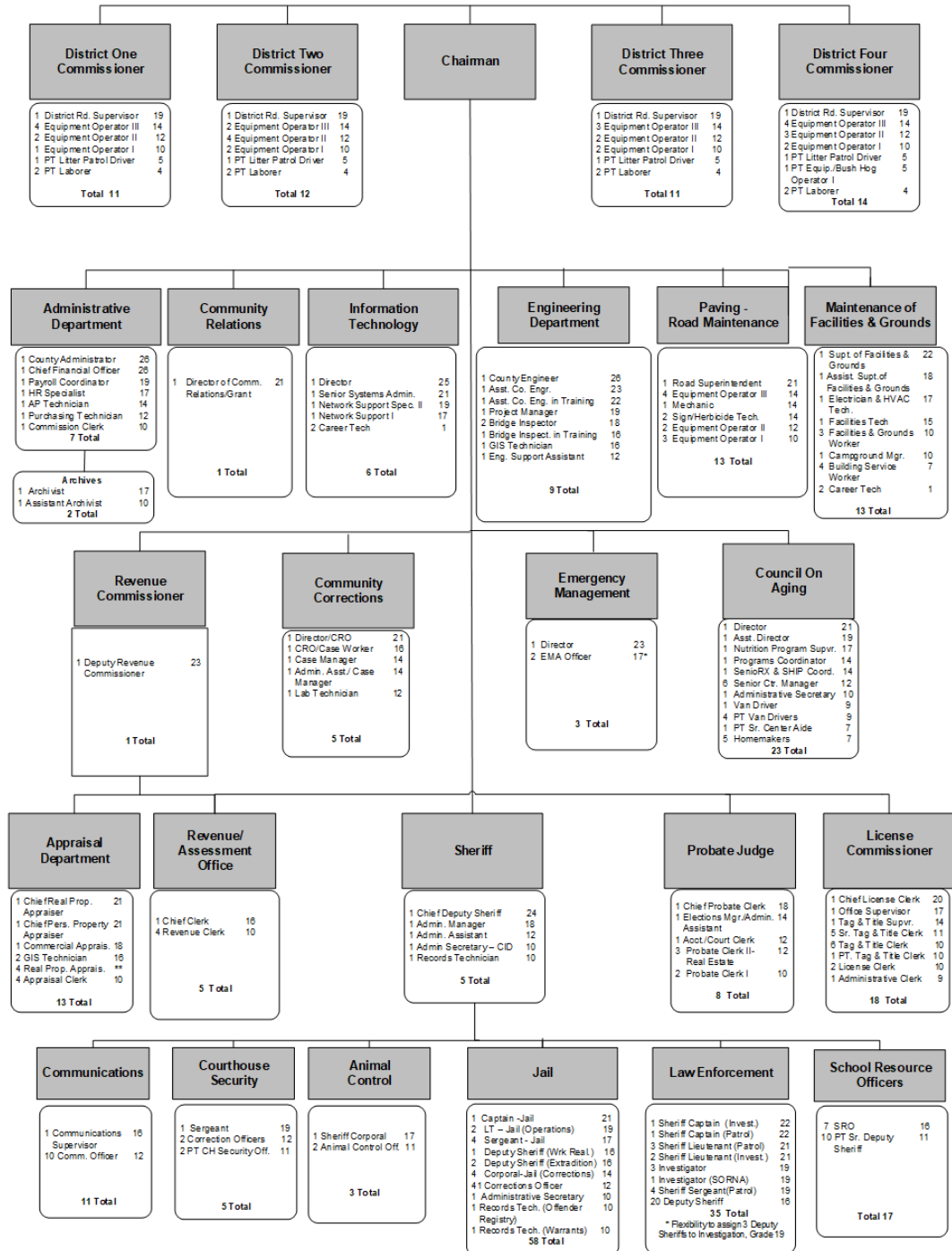
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.
- Possession of or ability to readily obtain appropriate Ohio Risk Assessment Certification.
- Possession or ability to readily obtain Notary Public certification within six months of employment.

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

**MOTION** was made by Jason Black and seconded by LaDon Townsend to approve the Staffing Plan to reflect changes made under "Community Corrections" and under "Law Enforcement".

# MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 7, 2022 COMMISSION MEETING

## LIMESTONE COUNTY COMMISSION STAFFING PLAN February 7, 2022



**\*EMA Officer**  
10 years' experience & required certifications: 19  
**\*\*Real Property Appraiser**  
Trainee: 14; 18 months' experience: 17; State certified: 18

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 7, 2022  
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

Commissioner Sammet reported that Thach Road will be closed due to a bridge replacement on the east end of Thach Road, and State Line Road out of Ardmore will also be closed this week.

Commissioner Black reported that in regard to the work session discussion concerning the training for employees that seek CDL licenses and trainings, there is a code in the 1975 Code of Alabama (Section 36-21-7) that addresses the reimbursement of training expenses to a county, a municipality, etc. should an employee leave within a 24 month time frame. Commissioner Black also reiterated that all signs, not just campaign signs, will be removed and taken back to the District 3 shop should the signs be placed in the right-of-way.

Commissioner Townsend gave an update on Chapman Hollow Road, and he expressed his appreciation to Michelle Williamson and legislators for their help in getting lights for Highway 99, Tillman Mill Road, and Elk River Mill Road.

Chairman Daly thanked Terri Womack for speaking on behalf of Still Serving Veterans and stated, "Veterans are still serving. Every day should be Veteran's Day. They gave us the freedom that we have today." Chairman Daly also expressed his appreciation to Terri Richardson, Michelle Williamson and the local businesses for making the Chocolate Walk a success. The Chairman reminded everyone that the next meeting would be held on Tuesday, February 22<sup>nd</sup>, due to the holiday on Monday.

Adjourned at 10:28 a.m. until 9:00 a.m. on Tuesday, February 22,2022, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.