

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 1, 2022
COMMISSION MEETING MINUTES

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.

Phyllis Condon, an animal shelter volunteer, addressed the Commission about her concerns and issues regarding the animal shelter.

Zach Ingram addressed the Commission regarding his concerns as to the current garbage containers in use and his desire for the cans to be upgraded so that they can be picked up by the truck in order to be completely emptied.

The meeting began with the Pledge of Allegiance.

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to approve the minutes of July 18, 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.

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

7/19/2022	Check # 0066571	\$ 1,197,297.70
7/19/2022	Check # 0066572	\$ 857.97
7/19/2022	Check # 0066573	\$ 2,950.00
7/22/2022	Check # 0066574-0066625	\$ 1,093,397.36
7/29/2022	Check # 0066626-0066695	<u>\$ 1,195,125.57</u>
	TOTAL	\$ 3,489,628.60

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve a resolution to authorize a civil action against a premise located on Porter Road and Bean Road according to the Junk and Debris Act.

RESOLUTION

WHEREAS, Alabama Act No. 1994-672, now set forth at Alabama Code §45-42-170 and those following, is known and referred to as the Junk & Debris laws for Limestone County, Alabama (hereinafter

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“the Act”); and,

WHEREAS, the Act expressly allows for the Limestone County Commission to commence a civil action in the name of the Limestone County Commission in the Circuit Court of Limestone County, Alabama to abate or enjoin any public nuisances under the Act; and,

WHEREAS, under the Act it is unlawful and constitutes a public nuisance, among other things, for the owner or other person in charge or control of the premises within the unincorporated territory of Limestone County to fail to keep the premises clean and free from garbage, refuse, litter, junk, debris, trash, and other non-decorative matter which may, but is not limited to, offend the esthetics of the community or threaten the health and safety of any citizen; and,

WHEREAS, the premises located at 23146 Porter Road and 21273 Bean Road in the unincorporated territory of Limestone County, Alabama have been cited by the Limestone County Health Department as being in violation of the Act for failing to clean up junk, trash, debris and other matter, and such conditions continue to exist; and;

Upon motion having been made by Commissioner Barksdale and seconded by Commissioner Sammet, discussion had thereon, a vote taken, and by a vote of 4 to 0 said motion did carry;

IT IS HEREBY RESOLVED by the Limestone County Commission the County Attorney, Andrew Dill, and the firm of Wilmer & Lee, P.A., is authorized to bring a civil legal action in the name of the Limestone County Commission against the believed owner(s) and person(s) in charge of the said premises for the enforcement of the Act and any and all relief which may be allowed or awarded under the Act, and the Chairman of the Limestone County Commission shall be authorized to execute any and all such documents, pleadings, and the like which may be necessary in the furtherance of the matters herein resolved.

DONE and ADOPTED this 1st day of August 2022.

Collin Daly, Chairman
Limestone County Commission

ATTEST:

County Administrator

The Chairman 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 Jason Black and seconded by LaDon Townsend to approve Work Squad Agreements between Limestone County Districts 3 and 4 and the Alabama Department of Corrections.

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WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Limestone County Commission District 3 ("Agency") and the Alabama Department of Corrections North Alabama CBF/CWC ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

1. TERM. The term of this Agreement shall begin on May 2022 the date last signed below and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.
2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.
4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned

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change.

5. **PAYMENT.** In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars (\$15.00) per inmate, per day. For the purposes of this Agreement, any portion of any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. **TRANSPORTATION.** Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and/the Institutional Contact Person. In considering the timing of the pick-up or drop-off inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [choose one] ____ Agency. ____ADOC (additional charge of \$5.00 per inmate, per day if transported by the ADOC).

7. **SUPERVISION.** At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates. Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. **PROHIBITED INMATE CONDUCT.** Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institutional Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. **PROTECTIVE EQUIPMENT.** Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and

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the ADOC shall be notified.

10. **MEDICAL.** In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the ADOC will immediately pick-up that inmate from the work site. In the event of serious or life- threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. **TERMINATION.** Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. **NOTICE.** Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. **NO ASSIGNMENT.** At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. **ADR.** It is agreed that the terms and commitments contained herein shall not be constituted 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 XXVI. it is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other 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.

15. **COMPLIANCE.** The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be

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responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates - with or without the consent of the inmate - is illegal. Under Alabama law, it constitutes a felony - custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct - including suspected conduct - that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Limestone County Commission District 4 ("Agency") and the Alabama Department of Corrections North Alabama CBF/CWC ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on May 2022 the date last signed below and shall continue for one (1) year. Thereafter upon mutual agreement of the Parties, it may be renewed.

2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto

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and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.

3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.

5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars (\$15.00) per inmate, per day. For the purposes of this Agreement, any portion of any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and/the Institutional Contact Person. In considering the timing of the pick-up or drop-off inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by (choose one] ___Agency.___ADOC (additional charge of \$5.00 per inmate, per day if transported by the ADOC).

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates. Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or

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Institution, including but not limited to, AR 320, inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. **PROHIBITED INMATE CONDUCT.** Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. **PROTECTIVE EQUIPMENT.** Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.

10. **MEDICAL.** In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the ADOC will immediately pick-up that inmate from the work site, in the event of serious or life- threatening injury. Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. **TERMINATION.** Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. **NOTICE.** Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. **NO ASSIGNMENT.** At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

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14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted 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 XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other 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.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115. the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates - with or without the consent of the inmate - is illegal. Under Alabama law, it constitutes a felony - custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct - including suspected conduct - that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

Agency Representative

Printed Name Date

ADOC Warden/Designee

Printed Name Date

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CONTACT INFORMATION

ADOC Warden's Designee/
Institutional Contact Person

Agency Supervisor/Representative

Phone Number

Phone Number

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 Danny Barksdale and seconded by LaDon Townsend to approve a contract addendum between Limestone County and Rogers Group, Inc. for the following bids:

- Crushed Limestone (Picked Up) – Bid# 2773;
- Crushed Limestone (Delivered) – Bid#2774;
- Plant Mix (Picked UP & Delivered) – Bid# 2775; and
- Asphalt Plan Mix (Laid in Place) – Bid# 2779.

**ADDENDUM No. 1
Limestone County Bid No. 2773
Crushed Limestone (Picked Up)**

WHEREAS, Limestone County, Alabama, ("County") entered into a contract dated April 1st, 2022 ("Contract") with Rogers Group, Inc. ("Contractor") following a formal sealed bid process; and

WHEREAS, the County wishes to use part of its American Rescue Plan Act funds to fund all or part of road projects that may be performed by Contractor; and

WHEREAS, the parties wish to modify the above referenced Contract.

NOW, THEREFORE, it is agreed by and between County and Contractor that the Contract is hereby amended to include the following Federal Award Requirements:

Contractor agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 CFR Part 35, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project.

Federal regulations which may be applicable to this contract include, without limitation, the following:

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1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.

2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 80 and Treasury's implementing regulation at 31 CFR Part 19.

3. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.

4. New Restrictions on Lobbying, 31 CFR Part 21.

5. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local

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government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Contractor understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 USC § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractors shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Contractor must use strong labor standards, including payment of a competitive and prevailing wage in the County.

Contractor must adopt and follow high safety standards and provide training based upon

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the appropriate licensures, certifications, and industry standards.

Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

- (1) A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 USC Chapter 37; and
- (2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable -
 - (A) to the affected employee for the employee's unpaid wages; and
 - (B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Addendum and made the same effective as of this 26th day of July 2022.

Rogers Group, Inc.

By:



Name: Anthony M. Garcia
Title: Vice President

LIMESTONE COUNTY

By: _____

Name: Collin Daly
Title: Chairman of the County Commission

**ADDENDUM No. 1
Limestone County Bid No. 2774
Crushed Limestone (Delivered)**

WHEREAS, Limestone County, Alabama, ("County") entered into a contract dated April

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1st, 2022 ("Contract") with Rogers Group, Inc. ("Contractor") following a formal sealed bid process; and

WHEREAS, the County wishes to use part of its American Rescue Plan Act funds to fund all or part of road projects that may be performed by Contractor; and

WHEREAS, the parties wish to modify the above referenced Contract.

NOW, THEREFORE, it is agreed by and between County and Contractor that the Contract is hereby amended to include the following Federal Award Requirements:

Contractor agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 CFR Part 35, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project.

Federal regulations which may be applicable to this contract include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.

2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 80 and Treasury's implementing regulation at 31 CFR Part 19.

3. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.

4. New Restrictions on Lobbying, 31 CFR Part 21.

5. Generally applicable federal environmental laws and regulations. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion,

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national origin, sex, familial status, or disability;

3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Contractor understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 USC § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address

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misconduct.

Contractors shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Contractor must use strong labor standards, including payment of a competitive and prevailing wage in the County.

Contractor must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.

Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.


- (1) A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 USC Chapter 37; and
- (2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable -
 - (A) to the affected employee for the employee's unpaid wages; and
 - (B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Addendum and made the same effective as of this 26th day of July 2022.

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 1, 2022
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Rogers Group, Inc.

By:



Name: Anthony M. Garcia

Title: Vice President

LIMESTONE COUNTY

By: _____

Name: Collin Daly

Title: Chairman of the County Commission

ADDENDUM No. 1
Limestone County Bid No. 2775

WHEREAS, Limestone County, Alabama, ("County") entered into a contract dated April 1st, 2022 ("Contract") with Rogers Group, Inc. ("Contractor") following a formal sealed bid process; and

WHEREAS, the County wishes to use part of its American Rescue Plan Act funds to fund all or part of road projects that may be performed by Contractor; and

WHEREAS, the parties wish to modify the above referenced Contract.

NOW, THEREFORE, it is agreed by and between County and Contractor that the Contract is hereby amended to include the following Federal Award Requirements:

Contractor agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 CFR Part 35, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project. Federal regulations which may be applicable to this contract include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.
2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts

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described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 80 and Treasury's implementing regulation at 31 CFR Part 19.

3. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
4. New Restrictions on Lobbying, 31 CFR Part 21.
5. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Contractor understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

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In accordance with 41 USC §4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following;

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractors shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18,1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Contractor must use strong labor standards, including payment of a competitive and prevailing wage in the County.

Contractor must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.

Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40

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hours, and proper documentation for all employees.

(1) A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 USC Chapter 37; and

(2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable -

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Addendum and made the same effective as of this 26th day of July 2022.

Rogers Group, Inc.

By:



Name: Anthony M. Garcia

Title: Vice President

LIMESTONE COUNTY

By: _____

Name: Collin Daly

Title: Chairman of the County Commission

ADDENDUM No. 1
Limestone County Bid No. 2779
Asphalt Plant Mix (Laid In Place)

WHEREAS, Limestone County, Alabama, ("County") entered into a contract dated April 1st, 2022 ("Contract") with Rogers Group, Inc. ("Contractor") following a formal sealed bid process; and

WHEREAS, the County wishes to use part of its American Rescue Plan Act funds to fund all or part of road projects that may be performed by Contractor; and

WHEREAS, the parties wish to modify the above referenced Contract.

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NOW, THEREFORE, it is agreed by and between County and Contractor that the Contract is hereby amended to include the following Federal Award Requirements:

Contractor agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 CFR Part 35, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project. Federal regulations which may be applicable to this contract include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.
2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 80 and Treasury's implementing regulation at 31 CFR Part 19.
3. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
4. New Restrictions on Lobbying, 31 CFR Part 21.
5. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.), and

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Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

5. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Contractor understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 USC § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractors shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their

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employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Contractor must use strong labor standards, including payment of a competitive and prevailing wage in the County.

Contractor must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.

Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

(1) A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 USC Chapter 37; and

(2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable -

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Addendum and made the same effective as of this 26th day of July 2022.

Rogers Group, Inc.

By:



Name: Anthony M. Garcia

Title: Vice President

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 1, 2022
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LIMESTONE COUNTY

By: _____

Name: Collin Daly

Title: Chairman of the County Commission

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

Proposal No.	Item	Awarded to	Amount
2792	Privilege License Forms for 2022-2023 for the License Commission	Printers & Stationers	\$399.00

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PROPOSAL NO. 2792

TABULATION OF BID

Bid Opened: July 28, 2022 @10:00 a.m.

Bid Awarded: August 1, 2022 @ 10:00 a.m.

Printing - Privilege License Forms for 2022-2023 - License Commission

COMPANY	AMOUNT	AWARDED TO
Currie Systems 3089 Leeman Ferry Road Huntsville, AL 35801 m.briggs@curriesystems.com	\$525.69	
Printers & Stationers Inc. P.O. Box T Florence, AL 35631 kayla@printersandstationers.com	\$399.00	X
IMS Enterprises ATTN: Michael Rice 3115 Northington Court Suite 149 Florence, AL 35630	NO BID	
Staples Advantage Attn: Rod Thomasson 12633 Newfield Dr Orlando, FL 32837 rod.thomasson@staples.com	NO BID	
Decatur Printing Solutions ATTN: Scott Jones 908 10 th Avenue N.E. Decatur, AL 35601	NO BID	
That Shirt Printing Place 709 N. Jefferson St Athens, AL 35611 printmeshirts@att.net	NO BID	

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 LaDon Townsend and seconded by Jason Black to approve to

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promote Erin Tyler from Appraisal Clerk to Transitional Real Property Appraiser Trainee, effective August 1, 2022.

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve to transfer Laura Then from Revenue Clerk to Appraisal Clerk, effective August 1, 2022.

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 Danny Barksdale to approve to hire Tina Hendrix as a Revenue Clerk.

The Chairman 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 Danny Barksdale to approve to hire Melissa Calvert as Probate Clerk I in the office of the Judge of Probate.

The Chairman 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 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
Beth Krout	Records Technician	8/2/22
Carla Sims	Senior RX	8/21/22
Charlie McMeans	Bridge Inspector	8/18/22
Cheyenne Legg	Corrections Officer	8/26/22
Dylan Legg	Deputy Sheriff	8/18/22
Ethan Wilson	Corrections Officer	8/26/22
Guy Simmons	Sheriff Captain (Patrol)	8/23/22
Jamison Johnson	Corrections Officer	8/16/22
Jason Pendergrass	SRO	8/23/22
Kandace Wilson	Deputy Sheriff	8/19/22
Madison Herron	Program Coordinator	8/1/22

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Mark Heard	Sergeant	8/24/22
Pam Blakely	Van Driver	8/5/22
Ramona Robinson	Accounts Payable Tech	8/27/22
Teresa Hartzog	Commercial Appraiser	8/3/22
Tracy Shehorn	Corrections Officer	8/16/22

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 Jason Black and seconded by Daryl Sammet to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Salem-Minor Hill Road Estates	Minor	Preliminary & Final	2	4	Approximately 425' south of Short Cut Rd intersection
Henderson Lane Estates – replat Lot 6	Minor	Preliminary & Final	1	2	29148 Henderson Lane, Madison, AL
Mullins Subdivision	Minor	Preliminary & Final	2	1	28156 Nuke Whitt Lane, Ardmore, AL
Pointe Westmoreland Subdivision – replat Lots 4 & 5	Minor	Preliminary & Final	1	3	Hawkins Dr just south of Nuclear Plant Rd intersection
Short Cut Rd Subdivision	Minor	Preliminary & Final	3	4	Intersection of Short Cut Rd & Salem - Minor Hill Rd
Madison Preserve	Major	Preliminary	268	3	North side of Old Hwy 20 approx. 5000' west of County Line Rd intersection
Wingate Subdivision, Phase 2	Major	Final	67	1	East side of AL Hwy 251

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.

Commissioner Sammet gave an update regarding Hays Mill Road.

Commissioner Barksdale read a statement regarding the road damage from trucking traffic caused by development of subdivisions and suggested that impact fees would help pay for the damages made to the road. Commissioner Barksdale stated, “The people causing the expense need to pay for it.”

Commissioner Black gave an update regarding Snake Road and Holt Springer Road. Commissioner Black also reported that bush hogging would start again, and they would begin on the east side and work back west.

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Commissioner Townsend thanked the citizens that made public comments, and he also explained the reason for the installation of the stop signs at the intersection of Tillman Mill and Elk River Mills roads. Commissioner Townsend stated that the poles holding the flashing lights were blocking the view at the intersection, and due to that reason, the stop signs were installed, and the flashing lights were removed.

Chairman Daly thanked the citizens that attended and made public comments. He also complimented Tere Richardson and the success of "Fridays After Five". Lastly, he expressed his appreciation to the Commission staff.

Adjourned at 10:20 a.m. until 9:00 a.m. on Monday, August 15, 2022, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.