

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 6, 2022
COMMISSION MEETING MINUTES

The Limestone County Commission met today at 10:00 a.m. for a regular meeting 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 LaDon Townsend and seconded by Danny Barksdale to approve the minutes of August 15, 2022.

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 LaDon Townsend to approve the following claims:

8/16/2022	Check # 0066862	\$ 408.00
8/19/2022	Check # 0066863 - 0066908	\$ 244,666.84
8/26/2022	Check # 0066909 - 0066962	\$ 1,997,288.27
8/30/2022	Check # 0066963 - 0066964	\$ 65,000.00
8/30/2022	Check # 0066965	\$ 18.00
8/31/2022	Check # 0066966 - 0067015	\$ 166,137.49
9/02/2022	Check # 0067016 - 0067047	\$ <u>101,327.81</u>
	TOTAL	\$ 2,574,846.41

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

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve a resolution appointing Limestone County Commission as the fiscal agent, on behalf of Athens-Limestone Community Association, to make application for and utilize funds and resources of the Alabama Department of Economic and Community Affairs FY2023 Recreational Trails Program in order to create an ADA-compliant crusher-run trail that outlines the historic Fort Henderson.

RESOLUTION

WHEREAS, the Limestone County Commission desires to be the fiscal agent, on behalf of Athens-Limestone Community Association, to make application for, and to utilize the funds and resources of the Alabama Department of Economic and

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Community Affairs FY 2023 Recreational Trails Program.

WHEREAS, the Limestone County Commission intends to use said funds to create an ADA-compliant crusher-run trail that outlines the historic Fort Henderson! and

WHEREAS, said programs are limited to funding a maximum of eighty percent (80%) of the proposed project costs (\$299,460.00), estimated at \$239,568.00, which will be used for the creation of the ADA-compliant crusher-run trail.

NOW THEREFORE BE IT RESOLVED, the Athens-Limestone Community Association will hold in reserve twenty percent (20%) of the proposed project cost, for a total of \$40,000.00 for the purpose of matching the Recreational Trails Program assistance; and

BE IT RESOLVED, that in the event a grant is awarded, the Limestone County Commission understands that it will sign assurances to comply with all applicable Federal and State laws, rules, and regulations.

ADOPTED this 6th day of September 2022.

Collin Daly, Chairman

ATTEST

Ellen Morell, Administrator

The Chairman asked if there was any discussion. Chairman Daly commented that a lot of the trails are crusher run. The Administrator called the roll. Danny Barksdale, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve a resolution to provide uniforms of clothing to certain County employees to ensure safety and identification and to otherwise enable employees to perform their job duties.

RESOLUTION
ADOPTING A UNIFORM POLICY FOR
EMPLOYEES OF THE
LIMESTONE COUNTY COMMISSION

WHEREAS, the Limestone County Commission wishes to provide uniforms of clothing for use by certain County employees while performing the functions of their positions with the Limestone County Commission in order to protect employee safety and to identify Limestone County Commission employees or to otherwise permit them to effectively perform

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their duties.

WHEREAS, the Limestone County Commission hereby determines that the County department's employees to whom the provision of uniforms is reasonably necessary for the safe and effective performance of their duties would be as follows:

1. District 1;
2. District 2;
3. District 3;
4. District 4;
5. Engineering Bridge Inspectors and Striping Crew;
6. Paving - Road Maintenance;
7. Maintenance of Facilities & Grounds;
8. Recycling Department;
9. Revenue/Appraisal (but only to the extent that those employees are those who make assessments on properties); and
10. All departments under the direction of the Limestone County Sheriff.

NOW, THEREFORE, be it resolved by the Limestone County Commission that the necessary uniforms for the employees of the above listed departments shall be provided by the County to those employees to ensure safety and identification and to otherwise enable those employees to perform their job duties.

ADOPTED this 6th day of September 2022.

Collin Daly, Chairman

ATTEST

Ellen Morell, Administrator

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 LaDon Townsend and seconded by Danny Barksdale to approve a Memorandum of Understanding Concerning Rave Alert between Limestone County and Athens Limestone County Emergency Communication District.

MEMORANDUM OF UNDERSTANDING
CONCERNING RAVE ALERT

THIS MEMORANDUM OF UNDERSTANDING CONCERNING RAVE ALERT (the "MOU") is by and between **Limestone County, Alabama** (the "County") and the **Athens**

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Limestone County Emergency Communication District (the “District”). (The County and District are sometimes referred to herein collectively as the “Parties”).)

WHEREAS, RAVE Alert is a mass notification system that is used to provide alerts concerning severe weather threats, road closures, office closures, and other information to users of electronic devices throughout Limestone County, or portions of it;

WHEREAS, the District secured the RAVE Alert system and makes it available to the County for its use;

WHEREAS, the County assists the District in securing the RAVE Alert system by contributing fifty percent (50%) of the District’s cost for the same;

WHEREAS, the total annual cost of the RAVE Alert system is presently \$11,000, such that 50% of the cost is \$5,500.00;

WHEREAS, the District and the County wish to memorialize this arrangement in this MOU; and

WHEREAS, the District and County find and determine that this MOU works to confer a public purpose and public benefit upon the residents of Limestone County, Alabama.

THEREFORE, in consideration of the premises, the mutual covenants herein contained, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and County hereby agree as follows:

1. Term. The term of this MOU shall be from September 1, 2022 through August 30, 2023 (the “Term”). Each year, at the end of the then-current Term, unless either Party gives the other prior written notice before the end of the then-current Term, the Term shall renew and extend for an additional one-year period.

2. RAVE Alert.

(a) During the Term, the District shall secure the availability of the RAVE Alert system for itself and the County, to the extent that such system is offered and reasonably available to the District.

(b) The District shall pay the cost of securing the RAVE Alert system for itself and the County, and then provide the County with notice of % of such cost. The County shall then pay the District *Vi*of such cost, reimbursing the District for 50% of its payment to secure the RAVE Alert system for itself and the County.

3. Termination. Either Party may terminate this MOU at any time upon written notice to the other. However, neither party shall be entitled to any refund of any funds paid to the other party pursuant to this MOU prior to such termination, nor shall any party be relieved of any obligation to pay such other party an amount pursuant to this MOU where it received notice that such amount was owed prior to such termination.

4. Warranties. Both parties agree that neither of them exercises any control or maintenance of the RAVE Alert system, and that both parties are merely licensees or users of the RAVE Alert system that is provided by a third party. As such, both parties agree that neither issues any sort of warranty or assurance to the other concerning the performance, use, effectiveness, or reliability of the RAVE Alert system. Any warranty expresses of implied, with respect to the RAVE Alert system, is hereby disclaimed.

IN WITNESS WHEREOF, the County and District, by their duly authorized representatives, have executed this MOU and made the same effective as of this 16th day of August 2022.

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LIMESTONE COUNTY, ALABAMA

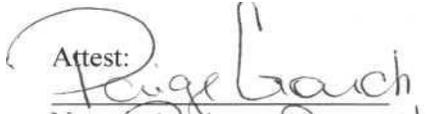
Attest:

Its County Clerk

By: _____
Its Chairman of the Limestone County
Commission

Date: _____

Date: _____

Attest:

Name: Ridge Crouch

**ATHENS LIMESTONE COUNTY
EMERGENCY COMMUNICATION
DISTRICT**

By: 
Its Director

Date: _____

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 Jason Black to approve a Memorandum of Understanding between Family Life Center and the Limestone County Commission in which funds in the amount of \$15,000 are to be appropriated to the Family Life Center for the period between October 1, 2022 and September 30, 2023.

**MEMORANDUM OF UNDERSTANDING
between
FAMILY LIFE CENTER, INC.
and
LIMESTONE COUNTY COMMISSION**

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Family Life Center, Inc., herein after referred to as FLC, and the Limestone County Commission, herein after referred to as LCC. The service period for this MOU begins October 1, 2022 and continues through September 30, 2023.

A. PURPOSE:

The purpose of this MOU is to establish a framework of cooperation between FLC and LCC in order to provide outpatient substance abuse treatment and related services for adolescents referred by the Juvenile Probation Office. Services to be provided under this MOU will be conducted at the Limestone County Juvenile Probation Office in Athens, AL.

B. SERVICES TO BE PROVIDED:

Beginning at a day that is mutually agreed upon. FLC will provide off-site substance abuse treatment and related services for adolescents referred by the Limestone County JPO Office and/or Juvenile Court. Services will include.

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1. Assessment/Intake
2. Individual Sessions and/or Group Sessions
3. Rapid Drug Screens as directed by FLC

C. DRUG SCREENS:

FLC shall provide rapid drug screens to their clients at the expense of FLC as they determine necessary to effectuate their program. All other drug screens for participants shall be referred to Limestone County Community Corrections for testing and shall be paid by the individual participants.

D. PAYMENT FOR SERVICES:

FLC will provide services for a total of \$15,000 for the period between October 1, 2022 and September 30, 2023. JPO will be invoiced each month in twelve (12) equal monthly payments of \$ 1,250.00

Invoices will be sent to:

Limestone County Juvenile Probation Office
Attention: Tara Pressnell, Chief JPO
1109 W. Market Street, Suite D&E
Athens, AL 35611

Invoice may be emailed to: ellen.morell@limestonecountv-al.gov

Payments will be sent to:

Family Life Center, Inc.
216 Gault Avenue North
Fort Payne, AL 35967

E. SCHEDULING:

JPO referrals will be coordinated through the Limestone County Juvenile Court Mental Health Liaison or a process mutually agreed upon. Questions regarding intakes and referral under MOU should be directed to Sheree Towne at (256) 538-7458 or shereel@familylifecenter.ws.

F. PROTECTED HEALTH INFORMATION (PHI):

1. Information regarding services may be shared with appropriate JPO staff as part of servicing the MOU and ONLY with a valid authorization. It is the responsibility of JPO to secure necessary releases for FLC to communicate with authorized JPO staff.

G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION: Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts FLC or LCC from participating in similar activities with other public or private agencies, organizations, and individuals.

3. TERMINATION: FLC or LCC may, in writing, terminate this instrument in whole or in part, at any time by providing thirty (30) days written notice to the other party.

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Collin Daly, Chairman
Limestone County Commission

Sheree Towne, Executive Director
Family Life Center, Inc.

Date

Date

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Jason Black, 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 TARCOG contracts:

- SenioRX contract with said contract supplying Limestone County Commission/COA funds in the amount of \$20,848 from October 1, 2022 through September 30, 2023.
- Aging Contract with said contract supply Limestone County Commission/COA funds in the amount of \$129,530 from October 1, 2022 through September 30, 2023.

TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING

This contract is effective this 1st day of October 2022, by and between the Top of Alabama Regional Council of Governments, Area Agency on Aging, hereinafter referred to as “TARCOG,” and the Limestone County Commission, hereinafter referred to as “Contractor.”

PURPOSE: The purpose of this contract is to award funds to the Commission in order to expand the existing medication assistance program for the elderly, to be known as the Alabama SenioRx Program. This program will enable eligible low-income senior citizens to have access to life-sustaining medications that they would otherwise struggle to afford and access to wellness information and practices.

TERM OF AGREEMENT: The Contract period begins October 1, 2022, and shall terminate no later than September 30, 2023, or any time prior if funds for this contract are no longer available or other conditions or circumstances should cause this contract to be altered, modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of this contract, the contract shall terminate upon notice by TARCOG.

TARCOG AGREES TO DO THE FOLLOWING:

- A. Will provide \$20,848 to the Commission, subject to receipt of funds from the Alabama Department of Senior Services, to be used for staff time and other support, in order to expand the medication assistance program. The final amount of funds will be confirmed or modified after appropriation from ADSS.
- B. Will provide forms for service records and other reporting materials.
- C. Will coordinate the SenioRx Program in the region and provide specific training for the

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program to Commission staff as appropriate.

THE COMMISSION AGREES TO DO THE FOLLOWING:

- A. Will select and hire staff to expand the medication assistance program for low-income seniors in the County. A minimum of 210 people will be serviced in the County during the project period. At least 14 of the clients should be new clients.
- B. Will select clients from those people who are over 55 years of age who meet the pharmaceutical companies' standard for financial eligibility for the program and disabled persons of any age who have been approved for Social Security disability but are in the 2 year waiting period for Medicare.
- C. Will keep and submit accurate service and financial records for program activities and all clients served as required by TARCOG or the Alabama Department of Senior Services, using the AIMS data entry system. These records will be submitted to TARCOG by the 8th day following each month.
- D. Will adopt and use the program name "SenioRx" for use in any publicity on the program.
- E. Will work with TARCOG staff to develop a volunteer component for the County's SenioRx Program.
- F. Will work to connect participating seniors with other services and benefits offered by the County's Aging program!
- G. Will provide medication management information/assistance services related to the Alabama SenioRx Program to clients as needed and appropriate.
- H. Will recognize the County Council on Aging as an Advisory Council for this program and will seek its recommendation on major issues involving the welfare of the elderly and the delivery of services. Will adopt HIPAA standards that will protect health information and ensure client confidentiality.

This Contract may be terminated by either party with thirty (30) days written notice.

TARCOG

Limestone County Commission

Mike Ashbum
Board President

Collin Daly, Chairman

Witness:

Michelle G. Jordan
Executive Director

Witness:

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TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING

This Contract effective this 1st day of October 2022, by and between the Top of Alabama Regional Council of Governments, Area Agency on Aging hereinafter, referred to as “TARCOG,” and the Limestone County Commission, hereinafter referred to as “Contractor.”

WHEREAS, TARCOG has been awarded a grant from the Alabama Department of Senior Services, hereinafter referred to as the “Department,” under authority of Public Law 93-29, 87 Stat. 36-45, and subject to pertinent regulations and policies applicable to implementation of Area Plans under Title III of the Older Americans Act; and

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

WHEREAS, pursuant to said grant TARCOG desires to engage the Contractor to render certain technical assistance in such undertaking.

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

1. Contractor Agrees. The Contractor shall, in a satisfactory and proper manner as determined by TARCOG, perform the services described in Exhibit No. 1, Scope of Services, attached hereto and made a part of this Contract.
2. Definitions. As used in this Contract:
 - a. “Contractor” means the entity, public or private, which has the responsibility for administering an Area Plan component or activity.
 - b. “Area Plan” means the Area Plan for Aging for the Top of Alabama Regional Council of Governments Planning and Service Area.
3. Initiation of Services. The services of the Contractor shall commence on October 1, 2022 and shall continue until September 30, 2023, or less time if funds for this Contract are exhausted.
4. Modifications. This Contract may be modified by mutual amendment duly executed by authorized officials of the Contractor and TARCOG. TARCOG will not know the exact amount of funds it will receive from the Department until after January 1, 2023. It is agreed that TARCOG may unilaterally amend the terms of this Contract if the funds received from the Department are less than the amount of funds received from the Department during the previous fiscal year.
5. Request for Funds. A monthly budget for anticipated expenditures will be prepared by the Contractor and submitted to TARCOG. Such requisitions for payment will be accompanied by a cumulative report of expenditures for the contract period and a statement of unexpended funds on hand. Reports on expenditures will include amounts of non-federal matching funds expended.

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6. Payment of Funds.

- a. Subject to receipt of funds from the Department, TARCOG shall advance funds on a monthly basis to the Contractor to be used for the purpose of the contract. Requests for funds are to reach TARCOG not later than the 10th of the month preceding the month for which funds are to be expended. Upon review of the reasonableness of anticipated expenditures, TARCOG will advance funds in the amount of anticipated expenditures less the amount of unexpended funds on hand or will request that funds be forwarded by the Department. Unexpended funds will automatically revert to TARCOG at the end of the contract period.
- b. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$129,530.00 for all of the services rendered.

7. Record Maintenance. Accessibility and Retention.

- a. *Maintenance.* The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by TARCOG and the Department to assure a proper accounting for all project funds, including both federal and non-federal matching funds expended.
- b. *Accessibility.* At any time during normal business hours and as often as TARCOG may deem necessary, there shall be made available to TARCOG for examination all of the Contractor's records with respect to all matters covered by this Contract. Contractor will permit TARCOG or its designated representative to audit, examine, and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract. The Contractor is subject to applicable federal regulations covering audit of federal funds.
- c. *Retention.* These records shall be retained for four years from the date of submission of the final Expenditure Report under this contract or until final resolution of any audit findings, whichever is later.

8. Confidentiality. Each recipient of an award must assure that no personal information obtained from an individual in conjunction with the project will be disclosed in a form in which it is identified with him, without written consent of the individual(s) concerned. All project records must be maintained in such a manner that confidentiality will not be violated. The Contractor will comply with any and all privacy regulations outlined in the Health Insurance Portability and Accountability Act (HIPAA) in order to safeguard the protected health information of clients. HIPAA training is required annually and provided through TARCOG.

9. Fidelity Bonding Requirement. Prior to the disbursement of funds to the Contractor, TARCOG shall receive a statement from the Contractor's chief fiscal officer assuring that all persons handling funds received or disbursed under this Contract are covered by fidelity insurance in an amount consistent with sound fiscal practice.

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10. Shift of Funds. Funds may be shifted between budget categories only with prior written approval of TARCOG.

11. Non-Expendable Property. A property inventory, including source of funds for acquisition, cost acquisition, description, model and serial number, and condition, will be maintained on all non-expendable items of equipment acquired for the project, provided however, that no accounting shall be required for items with an acquisition cost of under \$500 per unit. Upon termination of the project, an inventory report will be submitted to TARCOG for a determination by the Department as to the disposition of the equipment items. At the discretion of the Department, equipment accountability may be satisfied by refunding to the Department an amount equivalent to the fair market value of the equipment, returning the equipment to the Department, using the equipment on other aging projects, declaring equipment surplus, or transferring the equipment to another federal grantee. The Contractor will be responsible for reporting the loss, damage, or destruction of any equipment item and for replacing or repairing such equipment items.

12. Grant-Related Income. The Contractor is accountable for the federal share of any income derived from activities conducted under the auspices of the Contract. With the approval of TARCOG, accountability may be satisfied by reducing the level of expenditures from grant funds by an amount equal to the federal share of grant-related income, treating the funds as a partial payment to the award of a successive budget period, or payment to TARCOG for refund to the Department.

13. Evaluation. The Contractor agrees that TARCOG may carry out monitoring and evaluation activities as determined necessary.

14. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior written approval by TARCOG and the Department.

15. Civil Rights. The Contractor will complete the Assurance of Compliance with Title VI of the Civil Rights Act of 1964 (Form HHS-690) incorporated into this contract as Exhibit No. 2. By signing the Assurance of Compliance, the Contractor will assure that the project makes no distinction on the grounds of race, color, age, sex, national origin, or physical or mental handicap in providing to individuals any services, financial aid, or other benefits financed in whole or in part with funds provided through the terms of this Contract.

Specifically, the Contractor must:

- a. ensure that all services or benefits under this Contract are provided on a non- discriminatory basis;
- b. make available, without distinction on the ground of race, color, age, sex, national origin, or physical or mental handicap the use of any facility, e.g., any room, office, equipment, waiting rooms, restrooms, restaurant, recreational facilities, or concessions;
- c. afford opportunities for participation on a non-discriminatory basis in the project such as conferences, observers, consultants, advisors, members of review committee, or as

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volunteers;

- d. inform effectively all beneficiaries, participants, and other interested persons about the provisions of Title VI and the Regulations. Specific methods by which beneficiaries are to be informed of this policy should include public statements, press, radio, meetings, letters, brochures, posted notices, and meetings with community groups;
- e. train or orient staff members regarding non-discriminatory policies and requirements for implementing Title VI of the Civil Rights Act; and
- f. inform all beneficiaries of their right to file complaints with the Department and the Administration on Aging.

16. Americans With Disabilities Act. The Contractor will comply with all provisions of the Americans with Disabilities Act (ADA). The Contractor assures that individuals with disabilities who are otherwise qualified will not be discriminated against in any areas of employment. The Contractor further assures that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities provided under this Contract, nor be subjected to discrimination.

17. Equal Employment Opportunities. The Contractor will comply with the provisions of the law as legislated in Title VII of the Civil Rights Act, Section 504 of the Rehabilitation Act, Age Discrimination in Employment Act, Vietnam Era Veterans Readjustment Act, and any other laws and regulations issued concerning discrimination in employment.

18. Debarment, Suspension, Lobbying and Drug-free Workplace. The Contractor will sign and return Exhibit No. 3, *Certification Regarding Debarment, Suspension and Other Responsibility Matters; Drug-free Workplace Requirements and Lobbying*, of this contract stating that the Contractor will comply with all applicable certifications contained herein.

19. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Department under which this Contract is made is terminated by the Department, TARCOG shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of TARCOG, become the property of TARCOG, and the Contractor shall be entitled to compensation for any reimbursable expenses incurred in satisfactory performance of this Contract.

20. Independent Contractor. The Contractor shall function solely as an independent contractor for all purposes under this Contract, and neither the Contractor nor any personnel of the Contractor providing services hereunder shall be considered an employee or agent of TARCOG.

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21. Liability for Negligence. The parties, recognizing the erosion of the doctrine of governmental and charitable immunity in some instances, agree that any judgment entered against either party hereto will be the sole responsibility of such judgment debtor, and further, that defense of legal actions brought against either or both of the parties hereto, shall be their individual responsibility.

22. Interest of Members of the Contractors and Others. No officer, member or employee of the Contractor and no public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

23. Insurance. The Contractor shall maintain adequate liability insurance and establish appropriate safety precautions during the term of this contract.

24. A Contractor shall immediately notify the county's Department of Human Resources once the Contractor has reasonable cause to believe a Consumer is the victim of elder abuse, neglect, or exploitation.

25. Grievance Procedures. As required by the Older Americans Act, TARCOG has established a grievance procedure for older individuals and persons with disabilities who are dissatisfied with or denied services funded through this contract. In order to assist in this procedure, TARCOG funded organizations are required to adopt a grievance procedure which allows for appeal to the organizations' Board of Directors or equivalent body to hear, on an impartial basis, the nature of the complaint and to respond accordingly. A written determination shall be given to the complainant together with information stating that if the individual remains dissatisfied, they may take their complaint to TARCOG. A copy of the Contractor's grievance procedure and the method by which it will be made known to individuals seeking or currently receiving services shall be placed on file at TARCOG.

26. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The contracting party will be required to demonstrate proof of enrollment in E-Verify by attaching a copy of their E-Verify MOU to the contract.

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

Top of Alabama Regional
Council of Governments

Limestone County Commission

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BY:

Mike Ashbum, President
TARCOG Board of Directors

BY:

Collin Daly, Chairman

WITNESS:

Michelle G. Jordan
Executive Director

WITNESS:

SCOPE OF SERVICES

I. **Administration and Staff**

- A. The Contractor will administer a program for aging to be implemented in Limestone County that will serve as a comprehensive and coordinated system of services for the elderly.
- B. The Contractor will provide this program with adequate facilities, equipment and supplies.
- C. The Contractor, with the approval of TARCOG, will be responsible for the hiring and supervision of adequate staff consistent with standards set by TARCOG including the designation of a particular person to serve as the Director for the Title III program and be responsible to TARCOG for the services to be rendered under this contract. General program guidance and supervision will be provided by TARCOG staff. The director will cooperate and coordinate with TARCOG staff in identifying service gaps and in planning and implementing programs.
- D. The Contractor will require the County Council on Aging to provide representation on the TARCOG Advisory Council for this program and will seek its recommendations on major issues involving the welfare of the elderly and the delivery of services.
- E. The Contractor will conduct a public hearing and/or needs assessment to give the general public an opportunity to express their concerns about existing and needed Aging programs.
- F. The Contractor will maintain a working relationship with all service providers possible to affect a coordinated and comprehensive service delivery system to the elderly.
- G. The Contractor will adhere to all service definitions and eligibility criteria as established by the Department and provided to the Contractor by TARCOG, as well as any successive updates to these definitions for Nutrition Services, Transportation Services and Supportive Services.
- H. The Contractor will give priority for services under this contract to those with the greatest

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social and economic need. According to the Older Americans Act which provides governance for all Title III Aging Programs:

- i. Social needs are those associated with non-economic factors such as physical and mental disabilities, language barriers and cultural or racial isolation (minorities), which restrict an individual's ability to perform normal tasks or threaten one's capacity to live independently,
 - ii. "Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Office of Management and Budget.
 - iii. Requirements of this Contract will give priority to the delivery of services to older individuals of whom at least 20% should be low-income older persons. At least 2.8% of the total served should be minority older persons; of these, at least 30% of these should be low-income minority older persons. Priority will also be given to those older individuals with Alzheimer's Disease or related disorders, and to those with limited English-speaking abilities.
 - iv. The Contractor agrees to provide TARCOG with a Target Plan for meeting the service needs of rural, minority, low-income, and low-income minority older individuals in its service area, and that the plan will be provided no later than September 1, 2023, in preparation for the coming fiscal year (FY 2024).
- I. The Contractor will require the staff to participate in training sessions and other meetings sponsored by TARCOG and the Department.
 - J. The Contractor will submit monthly reports as required by TARCOG. These reports will be due by the eighth day of the month following the report period.
 - K. The Contractor will maintain such financial and other records as are necessary to meet federal, state and local requirements; will perform all necessary bookkeeping; will submit, by the tenth of each month, a copy of the monthly financial report itemizing expenditures, receipts, and balance to TARCOG; will make all accounts available for audit upon notification of TARCOG.
 - L. The Contractor will maintain an individual record for each participant on the Title III State of Alabama Department of Senior Services Older Americans Act Services Client Enrollment Form as prepared by the Department.
 - i. New clients must complete this form when they request services; existing clients must update this form each year, no more than 12 months since the most recent form on record.
 - ii. This form is required of all Title III clients if they receive any of the following services during the year: Congregate Meals, Home Delivered Meals, Transportation, Nutrition Counseling, Adult Day Care/Health, Personal Care,

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Homemaker, Chore, Case Management, or Disease Prevention & Health Promotion.

- M. The Contractor will provide program personnel with copies of its official administrative and/or personnel policies, will keep on file resumes from current program employees, and will keep on file current job descriptions for all positions.
- N. Any major public notices and publicity given to this program must acknowledge TARCOG and shall state that the program is made possible by a grant from the Alabama Department of Senior Services through the TARCOG Area Agency on Aging. No material produced with funds under this contract shall be subject to copyright.
- O. The Contractor and/or director will also coordinate with all TARCOG-sponsored Aging programs, such as Ombudsman, Senior Aides, Medicaid Waiver, Alabama Cares, Insurance Counseling Assistance, SenioRx, Farmers' Market, SNAP and Legal Services.
- P. The Contractor and/or director will assist TARCOG in soliciting local funds to be used as matching funds. At least one county-wide fund-raising activity will be coordinated in order to bring in support funds for Aging services.
- Q. The director of the Title III program will serve on a minimum of two advisory boards that affect the elderly in his/her county.
- R. The Contractor will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 regulations, making facilities and contracted services accessible to individuals with disabilities.
- S. The Contractor and/or director will submit a proposal to TARCOG for meeting the prioritized needs established in the county for the upcoming fiscal year.
- T. The Contractor will provide staff, including all Elderly Nutrition Center Managers, with a copy of TARCOG's Disaster Readiness Plan and any other information necessary to define their responsibilities during an emergency, i.e., fire, illness, inclement weather, etc. The contractor will ensure that all staff are trained on and can implement these procedures.

II. **Transportation**

The Contractor will coordinate transportation programs for the elderly, making provision for transportation to be accessible for handicapped persons. Emphasis will be placed on serving people sixty and over who have the greatest social and economic need. Efforts will be made to consolidate and coordinate transportation with agencies and/or local governments in order to assure a comprehensive service delivery system. Through this program the contractor will coordinate the provision of a minimum of 14,000 one-way trips.

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III. Community-Based Care

The Contractor will coordinate community-based care for homebound elderly. This care will be provided according to need.

- A. The predominate services provided will be home-delivered meals, homemaker, personal care, and chore service. Additional services include referral and visiting.
- B. A comprehensive assessment form and follow-up/evaluation form will be utilized.
- C. Emphasis will be placed on serving the frail elderly (sixty or over) who by reason of illness, disability or isolation, are at risk of institutionalization.
- D. The Contractor will provide a minimum of 82,000 units of community-based care, with no less than 80,000 meals to homebound participants.

IV. Home Delivered Meals Program

A. Service Delivery

- i. The Contractor must follow all Department guidelines for delivery of this service according to the *Alabama Elderly Nutrition Program Guide to Meal Services, October 2018*, including any successive versions and amendments.
- ii. The Contractor must provide meals for all home delivered meals participants Monday through Friday each week except on the Department's official closure days. For this contract period, there are 241 serving days. See EXHIBIT 1.1 for the official closure days for fiscal year 2023.
- iii. Recruit, train, and supervise an active volunteer force for the home-delivered meals program.

B. Eligibility.

- i. Those 60 years of age or older;
- ii. Caregiver spouses under age 60 residing with and eligible spouse 60 or over;
- iii. Person with a disability of any age residing with an eligible client 60 or over;
- iv. Person with a disability at senior centers located in housing facilities primarily occupied by older individuals; can serve individuals with disabilities under age 60;
- v. Volunteers of any age assisting at mealtime; and
- vi. All eligible persons, with the exception of the caregiver spouse and volunteer, must have at least one ADL/IADL impairment and must be considered homebound according to the minimum homebound criteria established by TARCOG, EXHIBIT 1.2.
- vii. Persons requesting home-delivered meals must be visited by the Contractor to assess the need at least once annually, the first visit occurring prior to service initiation.
- viii. Applicants should be reviewed by at least two Council on Aging staff to ensure that those with the greatest social and economic need are being served. Each recipient shall be re-evaluated annually.

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V. Congregate Meals Program

A. Service Delivery

In order to meet minimum standards, the Contractor shall perform and carry out in a satisfactory and proper manner as determined by TARCOG, the following services to maintain the congregate nutrition programs for the elderly:

- i. The Contractor must follow all Department guidelines for delivery of this service according to the *Alabama Elderly Nutrition Program Guide to Meal Services, October 2018*, including any successive versions and amendments,

B. The Contractor must provide an annual total of 20,000 meals for all congregate meals' participants Monday through Friday of each week and must ensure that all Elderly Nutrition Centers are open on the 241 serving days designated by the Department. Centers may only be closed on the Department's official closure days and up to five additional regional closure days as determined and approved by TARCOG. See EXHIBIT 1.1 for the Department's official closure days for fiscal year 2023.

Contributions

- i. Follow all guidelines and procedures for collection of confidential participants contributions according to the *Alabama Elderly Nutrition Program Guide to Meal Services, October 2018*, including any successive versions and amendments.
- ii. The Contractor shall utilize a locked box for contributions.
- iii. Monies collected from participants for both congregate and home-delivered meals will be deposited weekly in a savings account to be used to increase or maintain the nutrition program in the TARCOG area.
- iv. Contribution records are to be kept with separate amounts for congregate and home-delivered meals.

C. Center Operation

- i. Operate centers located near concentrations of elderly with greatest social and economic need.
- ii. Provide centers that are clean, pleasant, have access to kitchen and restrooms and meet all requirements as set by local health and building codes.
- iii. The Contractor will be responsible for any necessary supplies.
- iv. Center Councils: Center councils are encouraged at each center and at least one per county is required. More than one-half of the council membership should consist of participants. Other members of the council shall include persons representing public or private agencies related to aging, or local government officials.

D. Center Staff and Training

- i. In selecting staff, preference should be given to participants and retired persons if job qualifications are the same. Selections will be made with the approval of

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TARCOG.

- ii. Provide a center manager to work a minimum of four hours daily at each center.
- iii. Arrange for an adequate number of paid and volunteer staff necessary to carry out the nutrition and supportive services, including clean-up after serving meals.
- iv. Recruit, train, and supervise an active volunteer force for the congregate meals program.

E. Provision of Supportive Services

- i. Provide outreach activities that will ensure maximum utility of meals and supportive services.
- ii. Provide round-trip transportation for participants who cannot provide their own transportation.
- iii. Provide daily assistance with information and/or referral to services not available on-site.
- iv. Provide nutrition education, including meal planning, budgeting, etc., a minimum of once a month using professionally prepared and approved materials.
- v. Provide public education a minimum of once a month.
- vi. Provide shopping trips as often as transportation is available.
- vii. Provide on-going social and recreational activities to be available at all times during program hours except when meals are being served.
- viii. Provide opportunity to center participants for service access with community agencies and organizations (i.e., Veterans Affairs, Vocational Rehabilitation, Mental Health Center, Community Action Agencies, Social Security, Departments of Human Resources, etc.).

F. Eligibility

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

VI. Information Assistance & Referral

A minimum of 50,000 units of information assistance and referral will be provided to seniors. Council on Aging staff shall use the TARCOG Client Intake Form EXHIBIT 4 to refer clients to TARCOG. Forms will be scanned /emailed to

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Amanda.Randall@tarcog.us.

VII. **Recreation** The Contractor will provide socialization and recreation opportunities to older persons to alleviate loneliness and isolation. During the year 90,000 units of recreation service will be provided.

VIII. **Evidence-Based Health Promotion and Disease Prevention**

- A. At least one health fair will be conducted.
- B. Using Title III-D funds and criteria established by the Administration on Aging, at least 500 units of disease prevention and health promotion services will be provided. These units of service will include only evidence based; preapproved Tier 3 programs taught by certified instructors.

IX. **Outreach**

The Contractor will conduct and coordinate targeted outreach activities on an on-going monthly basis to ensure participation of eligible older persons. Outreach is an action by a provider reaching out one-on-one to populations who might not otherwise have access to their services. A key component of outreach is that the groups providing it are not stationary, but mobile; in other words, they are meeting those in need of outreach services at the locations where those in need are. Through this program, outreach will be provided to at least 900 persons. Efforts will be made to target services to those with greatest social need, low-income, rural, frail and minority older persons as well as those with Alzheimer's disease or related disorders and those with limited English proficiency. The Contractor will report their monthly outreach activities in their monthly report.

X. **Other Services**

- A. The Contractor and TARCOG will jointly plan and implement other services and new programs as the need arises. These shall include the promotion of the Supplemental Nutrition Assistance Program (SNAP), support of Masters Games of Alabama, seminars in specific areas of interest to seniors, assistance with the recruitment of volunteers, and any others as appropriate.
- B. Contractor will conduct at least one event to commemorate May as Older Americans Month.

XI. **Contributions**

The Contractor must provide a free and voluntary opportunity for participants to contribute to the cost of all services, although no one will be denied services if they do not contribute. The contractor will inform participants of donation procedures and give opportunities for participants to make anonymous and confidential donations. All contributions will be utilized to expand the service for which the contribution was made. Contributions for Title III-B services will be spent by the Contractor in the year in which they are received. The receipt and expenditure of these contributions will be reported on the monthly financial

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report submitted to TARCOG.

XII. Coordination and Public Awareness

The Contractor will provide for public awareness and referral services throughout the year by:

- A. Ensuring that community focal points for the provision of services specified in this contract are easily identifiable to seniors. This may include signs identifying nutrition and senior centers, listings in telephone directories, and advertising through local media and other methods;
- B. Maintaining and updating "existing services catalogue" of services available to the elderly and distributing information to all key agencies serving the elderly;
- C. Publicizing in the news media and by other methods matters pertaining to the elderly; and
- D. Providing advocacy efforts in order to communicate information about services, options, and programs to seniors. Information about seniors' needs should be communicated to all elected officials, Silver-Haired Legislators and other community decision-makers.

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SERVING DAYS FOR FISCAL YEAR 2023

OCTOBER

Serving Days: 20
Theme Day: None
Holidays: Oct 10 Columbus Day

APRIL

Serving Days: 18
Theme Day: April 6
Holidays: April 7 Easter
Observed April 24
Confed Mem

NOVEMBER

Serving Days: 19
Theme Day: Nov. 23
Holidays: Nov. 11 Veteran's Day
Nov. 24-25 Thanksgiving

MAY

Serving Days: 22
Theme Day: May 26
Holidays: May 39 Memorial Day

DECEMBER

Serving Days: 17
Theme Day: Dec. 22
Holidays: Dec. 26-30 Christmas

JUNE

Serving Days: 20
Theme Day: None
Holidays: June 5 Jefferson Davis
June 19 Juneteenth

JANUARY

Serving Days: 20
Theme Day: None
Holidays: Jan. 2 New Year's Day
Jan 16 ML King Day

JULY

Serving Days: 20
Theme Day: July 3
Holidays: July 4 Independence
Day

FEBRUARY

Serving Days: 19
Theme Day: None
Holidays: Feb 20 President's Day

AUGUST

Serving Days: 23
Theme Day: None
Holidays: None

MARCH

Serving Days: 23
Theme Day: None
Holidays: None

SEPTEMBER

Serving Days: 20
Theme Day: None
Holidays: Sept. 4 Labor Day

TOTAL SERVING DAYS = 241

Home Delivered Meals Eligibility Criteria

When considering home delivered meals eligibility, a person must meet *all* of the following

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criteria *in addition to* the eligibility criteria established by the Alabama Department of Senior Services:

1. Is the person homebound?

The person must meet the definition of homebound as follows: the definition of homebound is normally unable to leave home without considerable difficulty and/or assistance. A person may leave home for medical treatment or short, infrequent absences for non-medical reasons, such as a trip to the barber or to attend religious services.

AND

2. Can the person meet his/her basic nutritional needs?

The person must be unable to meet basic nutritional needs. That is, the person is unable to prepare/has difficulty preparing at least one nutritious meal daily because of:

- A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment, or
- Lack of knowledge or skills to select and prepare nourishing and well-balanced meals, or
- Lack of means to obtain or prepare nourishing meals, or
- Lack of incentive to prepare and eat a meal alone.

AND

3. Does the person meet the vulnerability criteria?

A person is considered vulnerable if she/he is unable to perform one or more of the activities of daily living (ADL's) or instrumental activities of daily living (IADL's) listed below without assistance due to physical, cognitive, emotional, psychological or social impairment. (Note that the ADL/IADL is one of the ADSS minimum criteria for eligibility.)

- Activities of daily living are eating, dressing, bathing, toileting, transferring in and out of bed/chair, walking.
- Instrumental activities of daily living are preparing meals, shopping, medication management, managing money, using the telephone, doing housework, transportation;

AND

The person lacks an informal support system. That is, the person has no one living with him/her who is both willing and able to perform the service(s) needed, or the informal support system needs to be temporarily or permanently supplemented.

Exhibit 2
ASSURANCE OF COMPLIANCE

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

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

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

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2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance from the Department.

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

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

Dated: September 6, 2022

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

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

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

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

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- A. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

2. DRUG-FREE WORKPLACE REQUIREMENTS

Alternate I. Grantees Other Than Individuals

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

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (2) Establishing an ongoing drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Director, TARCOG Area Agency on Aging, 5075 Research Drive N.W., Huntsville, AL 35805. Notice shall include the identification numbers) of each affected grant;
 - (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, ZIP Code.)

310 W. Washington Street Athens-Limestone County. Alabama
35611

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

Alternate II. Grantees Who Are Individuals

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

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

3. LOBBYING

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of

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a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

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

SIGNATURE	DATE
-----------	------

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 a grant agreement between the Alabama Department of Youth Services and the Limestone County Commission with Limestone County Commission being the recipient of funds in the amount of \$49,756 for Fiscal Year 2022-2023.

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2022-2023

The Alabama Department of Youth Services hereby awards to

Limestone County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***Forty-nine thousand seven hundred fifty-six and no/100 dollars (\$49,756.00)***

These funds shall be used for non-residential diversion services for ***Limestone County*** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the ***Limestone County Juvenile Court (LCJC)*** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties

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expect that this program will provide diversion services to 45 youth annually with an ongoing capacity of 15 youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HITT barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Limestone County Youth Diversion Program provides assessments and treatment for juvenile offenders by providing group and individual counseling through the Intensive Outpatient Therapy program. Electronic monitoring allows juvenile offenders to be supervised at home and community service assignments allow juveniles to be held accountable for their offenses.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males / Females between the ages of 11 - 18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the **Limestone County Juvenile Court (LCJC)**.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, and successful completion rates. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youths reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarters). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration. Both the **LCJC** and DYS acknowledge that this Award may be terminated at will by the **LCJC** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____	BY: _____
Steven P. Lafreniere Executive Director	Legal Review Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 6th day of September 2022.

By: _____ Program Director/ Agent	By: _____ Limestone County Commission
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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 Danny Barksdale and seconded by Jason Black to approve the following solid waste rate increases:

- \$14.90 to CCS Garbage due to fuel escalation for the month of September 2022;
- \$15.02 to CPI for an increase in tipping fees from October 2022 until March 2023; and
- \$18.00 per month for household garbage effective October 2022.

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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 LaDon Townsend to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
Board of Registrars	001-51920-252	Postage	+ \$12,000.00
Veterans	001-51940-231	R & M of Building	+ \$ 6,200.00
District 1	001-53200-264 001-53200-271 001-53200-274	Lodging & Meals Insurance – Bldg. & Contents General Liability	+ \$ 7,000.00 + \$ 500.00 + \$ 900.00
District 2	001-53300-170 001-53300-274 001-53400-219	Training / Education General Liability Other Misc. Supplies	+ \$ 2,450.00 + \$ 900.00 + \$ 500.00
District 3	001-53400-235 001-53400-264 001-53400-265 001-53400-269 001-53400-271 001-53400-274	R & M Data Processing Equip Lodging & Meals Meeting & Conferences Incidentals Insurance on Bldg. & Contents General Liability Insurance	+ \$ 500.00 + \$ 7,000.00 + \$ 900.00 + \$ 1,700.00 + \$ 1,800.00 + \$ 1,400.00
District 4	001-53500-264 001-53500-271 001-53500-274	Lodging & Meals Insurance on Bldg. & Contents General Liability Insurance	+ \$ 5,000.00 + \$ 1,500.00 + \$ 500.00
Engineering	001-53600-113 001-53600-122 001-53600-252	Wages Health Insurance Postage	+ \$ 8,000.00 + \$ 3,000.00 + \$ 500.00
Mental Health Bldg.	001-55250-271 001-57530-274	Insurance on Bldg. & Contents General Liability Insurance	+ \$ 1,600.00 + \$ 100.00
Pryor Bldg.	001-57530-240 001-57530-271	Utilities Building Insurance	+ \$ 8,000.00 + \$ 500.00
Extension Office	001-58200-113 001-58200-231 001-58200-271	Other Salaries R & M Building Insurance on Bldg. & Contents	+ \$ 800.00 + \$ 2,200.00 + \$ 1,500.00
	001-35910-000	Budgetary Fund Balance	- \$76,950.00
Jail	102-52200-158 102-35910-000	Inmate Medical Budgetary Fund Balance	+ \$70,000.00 - \$70,000.00
Clinton St.	112-51905-199	Misc. Services	+ \$ 6,500.00
EMA	112-52300-523 112-52300-524	Architect & Engineering Additions & Renovations	+ \$ 2,500.00 + \$ 3,500.00
COA	112-56200-231	R & M Building	+ \$ 2,500.00
Archives	112-57600-231 112-35910-000	R & M Building Budgetary Fund Balance	+ \$ 1,300.00 - \$16,300.00

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Rebuild Alabama	220-53200-213	Road Construction Supplies	+ 113,000.00
	220-53300-213	Road Construction Supplies	+ \$ 47,000.00
	220-53500-213	Road Construction Supplies	+ \$ 60,000.00
	220-44198-000	State Shared Revenues	- \$220,000.00

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 LaDon Townsend and seconded by Danny Barksdale to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2796	Business Cards – County Commission	Printers & Stationers Inc.	\$ 57.99

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 Danny Barksdale and seconded by Daryl Sammet to approve to transfer Gary Rhett McNatt from Patrol Lieutenant to Patrol Captain, effective 9/6/22.

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 to transfer Corey James Crouch from Corrections Officer to Patrol Deputy, effective 9/6/22.

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 Daryl Sammet and seconded by Danny Barksdale to approve to hire Vadim Shushanyants as Patrol Deputy, effective 9/6/22, pending a drug screening.

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.

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MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve to hire Kelly Ann Noe as a Communications Officer, effective 9/6/22, pending a drug screening.

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 to promote Spencer Wimborough from Equipment Operator I to Equipment Operator II in District 2, effective 9/6/22.

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 approve to hire Jeffrey Allen Burke as a Part-Time School Resource Officer, effective 9/7/22, pending a drug screening.

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 Jason Black and seconded by Daryl Sammet to approve to hire Brian Ozier as a Full Time School Resource Officer, effective 8/8/22, pending a drug screening.

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 LaDon Townsend to approve to hire Tangela Harrison Legg as a Communications Officer, effective 9/19/22, pending a drug screening.

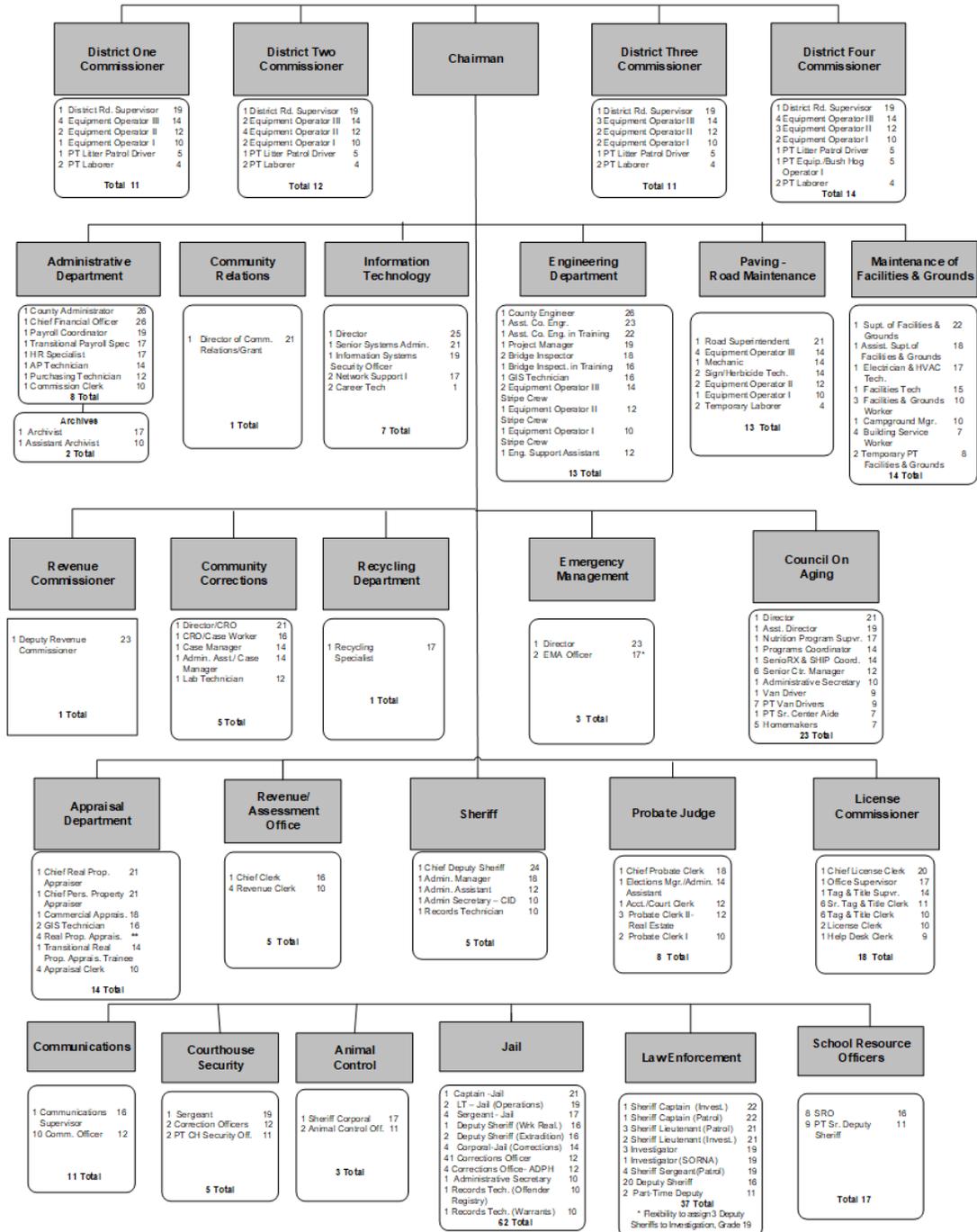
The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by LaDon Townsend to approve to amend Staffing Plan to reflect (8) Full Time School Resource Officers Grade 16 and (9) Part Time School Resource Officers Grade 11.

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LIMESTONE COUNTY COMMISSION STAFFING PLAN September 6, 2022



***EMA Officer**

10 years' experience & required certifications: 19

****Real Property Appraiser**

Trainee: 14; 18 months' experience: 17; State certified: 18

Under "Law Enforcement", "4 Corrections Officer – ADPH" are paid through an ADPH grant which will go through July 31, 2024.

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The Chairman asked if there was any discussion. Commissioner Barksdale inquired as to if there was a School Resource Officer in every Limestone County school. 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 Daryl Sammet to approve to promote Dennis Wallace from Equipment Operator III to District Road Supervisor in District 1, effective 9/6/22.

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 LaDon Townsend and seconded by Danny Barksdale to approve unpaid leave of absence for Marcia Pratt, beginning August 22, 2022 and ending September 9, 2022.

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 unpaid leave of absence for Kevin Fulkerson, beginning August 1, 2022 and ending October 1, 2022.

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 Danny Barksdale and seconded by Daryl Sammet to approve the job description for a County Attorney.



County Attorney

JOB SUMMARY

This position serves as an in-house legal counsel to handle all complex legal matters and projects.

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MAJOR DUTIES

- Prepares the appropriate legal documents for trial, court, and/or executive session proceedings.
- Represent the county in legal proceedings.
- Advises Human Resources on pertinent personnel matters.
- Design and oversee the company's policy and position on legal matters.
- Manages all legal operations and procedures.
- Researches, anticipates, and protects the county against legal risks and violations.
- Consults and handles all county legal processes (e.g. grants, agreements/contracts, lawsuits, compliance issues, transactions.)
- Provides assistance to the Chair on special projects, including economic development projects.
- Oversees grant applications and management processes for all county departments; researches and identifies grant funding sources; maintains county data used in grant applications; presents grant proposals to the Commission for approval; attends grant compliance workshops; reviews regular reports from department(s) receiving grants; prepares and submits required reports to granting agencies; files reimbursement requests.
- Develops, implements, and maintains comprehensive community and public relations.
- Prepares press releases to communicate with the general public.
- Serves as a Legislation Liaison on Limestone County's behalf.
- Provide utmost confidentiality in all business-related matters.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of communications and public relations principles and practices.
- Knowledge of federal, state, and local laws.

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- Knowledge of computers and job-related software programs.
- Knowledge of grant application and management principles.
- Knowledge of county policies and procedures.
- Skill in problem solving.
- Skill in prioritizing and planning.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Chair of the County Commission assigns work in terms of very general instructions.

GUIDELINES

Guidelines include county ordinances, applicable state, federal, and local laws, county policies and procedures, and directives from the County Commission. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied specialized duties. The variety of duties and strict regulations contribute to the complexity of the position.
- The purpose of this position is to implement, coordinate, and oversee legal matters. Successful performance helps ensure the overall effective and efficient operation of the county government.

CONTACTS

- Contacts are typically with coworkers, elected and appointed officials, representatives of other organizations, and members of the general public.
- Contacts are typically to exchange information, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, bending, crouching, or stooping. The employee occasionally lifts light objects.

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- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Must have at least a baccalaureate degree in law.
- Licensed to practice law from the State Bar Association.
- 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 at least one year.
- Excellent interpersonal and communication skills, both verbally and in writing.
- Must be a critical-thinker and problem-solver.
- Possession of or ability to readily obtain a valid driver’s license for the type of vehicle or equipment operated.

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 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
Anna Lee Owens	Chief Personal Property Appraiser	9/24/22
Amy Abercrombie	SRO	9/21/22
Chester Randolph	Corrections Officer	9/26/22
Corey Crouch	Deputy Sheriff	9/28/22
Erin Moran	Corrections Officer/Kitchen	9/30/22
Erin Tyler	Transitional Property Appraiser Trainee	9/27/22
James Crouch	Corrections Officer	9/21/22
Jenny Turner	Accounting/Court Clerk	9/4/22
John Russell	Deputy Sheriff (Work Release)	9/15/22
Marcus Massey	County Engineer	9/21/22

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Roy Brooks	Sergeant-Jail	9/25/22
Sharon Davis	Senior Center Manager	9/23/22
Steve Ferguson	Investigator	9/19/22
Johnna Ehlerdt	Tag & Title Supervisor	9/10/22

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 Daryl Sammet and seconded by LaDon Townsend to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Bluebird Estates	Minor	Preliminary & Final	2 Lots	2	14167 Bluebird Lane, Athens, AL
McFarlen Subdivision	Minor	Preliminary & Final	4 Lots	1	26860 Bain Rd, Athens, AL
The Jeffery Estates – replat Tract Q	Minor	Preliminary & Final	1 Lot	1	North side of Bick Jock Rd
Wright Road Subdivision - replat Lot 1	Minor	Preliminary & Final	2 Lots	3	South east corner of Hwy 72 & Wright Rd intersection
Three Roads Subdivision	Minor	Preliminary & Final	2 Lots	4	Intersection of Upper Snake Rd, Tucker Rd & Holbert Springs Rd
Kasey Lynn Estates Phase 2	Major	Final	21 Lots	4	Approximately ½ mile west of Hwy 127 on the north side of Witty Mill Rd

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 LaDon Townsend and seconded by Danny Barksdale to approve a bond amount increase for the following due to an increase in taxes collected:

- Joseph Cannon, License Commissioner – increase \$75,000 to \$150,000. (Approx. bond cost: \$341.00)
- Brian Patterson, Revenue Commissioner – increase \$75,000 to \$300,000. (Approx. bond cost: \$975.00)

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Danny Barksdale, aye; Daryl

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Sammet, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve to amend the Limestone County Safety Committee List.

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 Daryl Sammet and seconded by LaDon Townsend to approve to authorize Ellen Morell to approve department budget revisions as necessary for end of the year procedures.

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.

Commissioner Sammet gave an update regarding Hays Mill and New Garden Roads, bush hogging, and the problem of trees being planted too close to the road.

Commissioner Barksdale expressed his appreciation to the developer that paid for paving of Hays Mill Road with Limestone County furnishing the materials. Commissioner Barksdale stated, "I am thankful for the developer recognizing that there is a need for impact fees, and he gladly participated in an impact fee."

Commissioner Townsend expressed his appreciation to District 4 crew for taking on some paving projects, and "they did a really good job." Commissioner Townsend reported that the bush hogs were out and expressed his appreciation to the striping crew for the job that they are doing.

Chairman Daly reminded everyone of September being the awareness month for the following: "Gynecological", "Blood Cancer", "Childhood Cancer", and "Suicide".

Adjourned at 10:26 a.m. until 9:00 a.m. on Monday, September 19, 2022, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.