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

Present: Daryl Sammet, Danny Barksdale, Jason Black, and LaDon Townsend. Absent: None. Collin Daly, Chairman presided.

Mr. Hanu Karlapalem addressed the Commission regarding the new redistricting proposal and expressed his desire for Limestone County to embrace diversity, inclusion, equality and equity.

Mr. Bernard Simelton, President of the NAACP, addressed the Commission to work with the NAACP and other organizations to commit to making changes in the election process and to come up with a plan to assure African Americans can be represented in the future.

Mr. Wilbert Woodruff requested that the Commission consider cumulative voting and to come up with a plan so that Limestone County can be better represented.

Ms. Diane Steele expressed her concern to the Commission about the decision not to have a separate public meeting to discuss the new redistricting proposal, and Ms. Steele also requested the leadership grow as the county grows and for the leaders to leave a legacy and to prioritize the people.

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of November 1, 2021.

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 LaDon Townsend and seconded by Jason Black to approve the following claims

10/29/2021	Check # 63212 - 63280	\$ 1,116,205.42
11/04/2021	Check # 63281	\$ 7,436.84
11/05/2021	Check # 63282 - 63346	\$ 393,752.84
11/05/2021	Check # 63347	<u>\$ 600.00</u>
	TOTAL	\$ 1,517,995.10

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve the following resolution to accept the new district boundary lines in order to maintain compliance with the Voting Rights Act.

RESOLUTION

Whereas, the Limestone County Commission (hereinafter "the Commission"), is the governing body of Limestone County, Alabama, and,

Whereas, census data from the 2020 Census has revealed that the four Districts of the Limestone County Commission are disproportionate in population, and

Whereas, the Commission desires to re-draw the District lines of the four Districts in order to maintain compliance with the Voting Rights Act, and

Whereas, the Commission desires to alter and re-arrange the Commission District lines as follows:

DISTRICT 1

Beginning at the northeast corner of Limestone County, thence west, along the north boundary of Limestone County, approximately 14.7 miles to Alabama Highway 127, thence southerly, along Alabama Highway 127, approximately 13.5 miles to Alabama Highway 99 (also known as Elm Street), thence east, along Alabama Highway 99 (also known as Elm Street), approximately 0.9 miles to Elkton St thence southwesterly, along Elkton St, approximately 0.5 miles to Cornish Dr, thence southeasterly, along Cornish Dr, approximately 0.3 miles to Sussex Dr, thence South, along Sussex Dr, approximately 0.3 miles to Prior St thence east, along Prior St, approximately 0.3 miles to US Highway 31, thence Southwesterly, along Hwy 31, approximately 1.5 miles to US Highway 72 thence East, along US Highway 72, approximately 1 mile to US Interstate 65, thence South, along US Interstate 65, approximately 3.6 miles to Huntsville Browns Ferry Rd, thence East, along Huntsville Brownsferry Rd, approximately 1.5 miles to Piney Creek, thence North and Northwesterly, along Piney Creek approximately 4.1 miles to US Highway 72. thence northwesterly, along US Highway 72, approximately 1 mile to Bab Daly Rd, thence North, along Bab Daly Rd, approximately 0.5 miles to Pepper Rd, thence East, along Pepper Rd, approximately 0.7 Miles to Oakdale Rd, thence North, along Oakdale Rd, approximately 1.3 miles to Athens City Limits Boundary, just north of Oakdale Ridge Ln. thence North, following along the Athens City Limits Boundary to Alabama Highway 251, approximately 1.4 miles, thence Northeasterly, along Alabama Highway 251, approximately 2 miles to Copeland Rd, thence easterly, along Copeland Road, approximately 6.0 miles to the east boundary of Limestone County thence north, along the east boundary of Limestone County, 10.8 miles to the northeast corner of Limestone County, and the point of beginning.

And containing the following Census units: Tract 20101, Tract 20103, Tract 20104,

Tract 20201: Block Group 1: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 48, Block 49, Block 51, Block 52, Block 58, Block 59; Block Group 2: Block 0: Tract 20202: Block Group 1: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 57, Block 58: Block Group 2, Block Group 3; Tract 20300: Block Group 1: Block 0, Block 1, Block 2, Block 104; Tract 20600: Block Group 1: Block 0, Block 1, Block 9, Block 10, Block 11, Block 16, Block 17, Block 18; Tract 20700: Block Group 2: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 38, Block 39, Block 40, Block 41; Tract 20804: Block Group 2: Block 64; Tract 20805: Block Group 2: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20; Tract 20806: Block Group 1: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 19, Block 20, Block 21, Block 22; Block Group 2: Block 4, Block 5, Block 6, Block 7, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33; Tract 20900: Block Group 1: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18,

Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 42, Block 43, Block 44, Block 46, Block 69, Block 70, Block 71, Block 72, Block 73, Block 74, Block 75, Block 76, Block 77, Block 78, Block 79, Block 80, Block 81, Block 82, Block 83, Block 84, Block 85, Block 86, Block 87, Block 90, Block 91, Block 92, Block 93, Block 94, Block 95, Block 96, Block 97; Tract 21102:

Block Group 2:

Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49.

DISTRICT 2

Beginning at the intersection of the east boundary of Limestone County and Belmont Ln, approximately 11.7 miles north of the southeast corner of Limestone County, thence north, along the east boundary of Limestone County, approximately 7.9 miles to Copeland Road, thence westerly, along Copeland Road, approximately 6.0 miles to Alabama Highway 251, thence southwesterly, along Alabama Highway 251, approximately 2 miles to the Athens City Limits Boundary, thence South, following the Athens City Limits Boundary, approximately 1.4 miles to Oakdale Rd, thence south, along Oakdale Rd, approximately 1.3 miles to Pepper Rd, thence West, along Pepper Rd, approximately 0.7 miles to Bab Daly Rd, thence south, along Bab Daly Rd, approximately .5 miles to US Highway 72,

thence easterly, along US Highway 72, approximately 1 mile to Piney Creek, thence southerly, along Piney Creek, approximately 4.2 miles to Huntsville-Brownsferry Road, thence east, along Huntsville-Brownsferry Road, approximately 6.3 miles to Burgreen Rd, thence south, along Burgreen Rd, approximately 0.5 miles to Bakers Farm Way, thence east, along Bakers Farm Way, approximately 0.04 miles to Farmdale Dr, thence north and east, along Farmdale Dr, approximately 0.2 miles to Belmont Place, thence south and east, along Belmont Place, approximately 0.3 miles to Belmont Ln, thence east, along Belmont In, approximately 0.04 miles to the East boundary of Limestone County, and the point of beginning.

And containing the following Census Units:

Tract 20803,

Tract 20804:

Block Group 1,

Block Group 2:

Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 53, Block 54, Block 55, Block 56, Block 57, Block 58, Block 59, Block 60, Block 61, Block 62, Block 63,

Block 65, Block 66, Block 67, Block 68, Block 69, Block 70, Block 71, Block 72, Block 73, Block 74, Block 75, Block 76, Block 77, Block 78, Block 79, Block 80, Block 81, Block 82, Block 83, Block 84; Tract 20805: Block Group 1. Block Group 2: Block 6, Block 7, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30; Tract 20806: Block Group 1: Block 15, Block 16, Block 17, Block 18, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 53, Block 54, Block 55, Block 56, Block 57, Block 58, Block 59, Block 60, Block 61, Block 62, Block 63, Block 64, Block 65, Block 66, Block 67, Block 68, Block 69, Block 70, Block 71, Block 72; Block Group 2: Block 0, Block 1, Block 2, Block 3, Block 8, Block 9, Block 10, Block 34; Tract 21201: Block Group 1. Block Group 2: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5; Tract 21202: Block Group 1: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 40, Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 61; Block Group 2: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 51, Block 52, Block 53, Block 54, Block 55, Block 56, Block 57, Block 58, Block 59, Block 60, Block 61, Block 66, Block 72, Block 73, Block 74, Block 75, Block 76, Block 77, Block 78, Block 79, Block 80.

DISTRICT 3

Beginning at the southeast corner of Limestone County at the intersection of the east boundary of Limestone County with the Tennessee River, thence north, along the east boundary of Limestone County, approximately 11.7 to Belmont Ln, thence west, along Belmont Ln, approximately 0.04 miles to Belmont PI, thence west and north, along Belmont PI, approximately 0.3 miles to Farmdale Dr, thence west and south, along Farmdale Dr, approximately 0.2 miles to Bakers Farm Way, thence west, along Bakers

Farm Way, approximately 0.04 miles to Burgreen Rd, thence north, along Burgreen Rd, approximately 0.5 miles to Huntsville Brownsferry Rd, thence west, along Huntsville Brownsferry Rd, approximately 7.9 miles to US Interstate 65, thence north, along US Interstate 65, approximately 3.6 miles to US Highway 72, thence west, along US Highway 72, approximately 1.8 miles to the CSX Railroad Tracts, thence north, along the CSX Railroad Tracts, approximately 0.8 miles to Washington St, thence west and southwesterly, along Washington St, approximately 0.7 miles to Hine St, thence south, along Hine St, approximately 0.3 miles to Brownsferry St, thence southwesterly, along US Highway 72, approximately 13.9 miles to the Elk River, thence southwesterly, along the Elk River and the west boundary of Limestone County, approximately 5.3 miles to the South boundary of Limestone County, approximately 32.0 miles to the southeast corner of Limestone County, and the point of beginning.

And containing the following Census Units:

Tract 20404, Tract 21000. Tract 21101, Tract 21203. Tract 20402: Block Group 2: Block 14, Block 15, Block 16, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 53, Block 54, Block 55, Block 56, Block 57, Block 58, Block 59, Block 60, Block 61, Block 62, Block 63, Block 64, Block 65, Block 66, Block 67, Block 68, Block 69, Block 70, Block 71, Block 72, Block 73, Block 74; Block Group 3: Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 38, Block 39, Block 40, Block 41, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 53, Block 54; Tract 20500: Block Group 1: Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 25, Block 26; Block Group 2: Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18; Tract 20600: Block Group 2: Block 81, Block 82, Block 83; Tract 20900: Block Group 1: Block 45, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 53, Block 54, Block 55, Block 56, Block 57, Block 58, Block 59, Block 60, Block 61, Block 62, Block 63, Block 64, Block 65, Block 66, Block 67, Block 68, Block 88, Block 89; Tract 21102:

Block Group 1, Block Group 2: Block 42; Tract 21201: Block Group 2: Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27; Block Group 3; Tract 21202: Block Group 1: Block 37, Block 38, Block 39, Block 53, Block 54, Block 55, Block 56, Block 57, Block 58, Block 59, Block 60, Block 62, Block 63, Block 64, Block 65, Block 66, Block 67, Block 68, Block 69, Block 70, Block 71, Block 72, Block 73, Block 74, Block 75, Block 76, Block 77, Block 78, Block 79, Block 80, Block 81, Block 82, Block 83, Block 84, Block 85, Block 86, Block 87, Block 88, Block 89, Block 90, Block 91, Block 92, Block 93, Block 94, Block 95, Block 96, Block 97, Block 98, Block 99, Block 100, Block 101, Block 102, Block 103, Block 104, Block 105, Block 106, Block 107, Block 108, Block 109, Block 110, Block 111, Block 112, Block 113, Block 114, Block 115, Block 116, Block 117, Block 118; Block Group 2: Block 49, Block 50, Block 62, Block 63, Block 64, Block 65, Block 67, Block 68, Block 69, Block 70, Block 71.

DISTRICT 4

Beginning at the northwest corner of Limestone County, thence south, along the west boundary of Limestone County, approximately 12.7 miles to the Elk River, thence southwesterly, along the Elk River and the west boundary of Limestone County, approximately 1.2 miles to US Highway 72, thence easterly, along US Highway 72, approximately 13.9 miles to Brownsferry St, thence northeasterly, along Brownsferry St, approximately 0.4 miles to Hines St. thence north, along Hines St. approximately 0.3 miles to Washington St, thence easterly, along Washington St, approximately 0.7 miles to the CSX Railroad Tracts, thence south, along the CSX Railroad Tracts, approximately 0.8 miles to US Highway 72, thence easterly, along US Highway 72, approximately 0.8 miles to US Highway 31, thence north, along US Highway 31, approximately 1.5 miles to Prior St, thence westerly, along Prior St, approximately 0.3 miles to Sussex Dr, thence north, along Sussex Dr, approximately 0.3 miles to Cornish Dr, thence west and northwesterly, along Cornish Dr, approximately 0.3 miles to Elkton St, thence northeasterly, along Elkton St, approximately 0.5 miles to Alabama Highway 99 (also known as Elm Street), thence west, along Alabama Highway 99 (also known as Elm Street), approximately 0.9 miles to Alabama Hwy 127 (also known as Jefferson St), thence north and northwesterly, along Alabama Highway 127, approximately 13.5 miles to the north boundary of Limestone County, thence west, along the north boundary of Limestone county, approximately 9.5 miles to the West boundary of Limestone County, the point of beginning.

And containing the following Census Units: Tract 20403, Tract 20201: Block Group 1: Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 50, Block 53, Block 54, Block 55, Block 56, Block 57; Block Group 2: Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13; Block Group 3; Tract 20202: Block Group 1: Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 53, Block 54, Block 55, Block 56; Tract 20300: Block Group 1: Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 53, Block 54, Block 55, Block 56, Block 57, Block 58, Block 59, Block 60, Block 61, Block 62, Block 63, Block 64, Block 65, Block 66, Block 67, Block 68, Block 69, Block 70, Block 71, Block 72, Block 73, Block 74, Block 75, Block 76, Block 77, Block 78, Block 79, Block 80, Block 81, Block 82, Block 83, Block 84. Block 85. Block 86. Block 87. Block 88. Block 89. Block 90. Block 91. Block 92. Block 93, Block 94, Block 95, Block 96, Block 97, Block 98, Block 99, Block 100, Block 101, Block 102, Block 103, Block 105, Block 106, Block 107, Block 108, Block 109, Block 110, Block 111, Block 112, Block 113, Block 114, Block 115, Block 116, Block 117, Block 118, Block 119, Block 120, Block 121, Block 122, Block 123, Block 124, Block 125, Block 126, Block 127, Block 128, Block 129, Block 130, Block 131, Block 132, Block 133, Block 134, Block 135, Block 136, Block 137, Block 138, Block 139, Block 140, Block 141, Block 142, Block 143, Block 144, Block 145; Block Group 2. Block Group 3; Tract 20402: Block Group 1. Block Group 2: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 17, Block 18, Block 19; Block Group 3: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 37,

Block 42, Block 43; Tract 20500: Block Group 1: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 24, Block 27; Block Group 2: Block 0, Block 1, Block 2, Block 3, Block 4, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30; Tract 20600: Block Group 1: Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 12, Block 13, Block 14, Block 15, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 53, Block 54, Block 55, Block 56, Block 57, Block 58, Block 59, Block 60, Block 61, Block 62, Block 63, Block 64, Block 65, Block 66; Block Group 2: Block 0, Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 53, Block 54, Block 55, Block 56, Block 57, Block 58, Block 59, Block 60, Block 61, Block 62, Block 63, Block 64, Block 65, Block 66, Block 67, Block 68, Block 69, Block 70, Block 71, Block 72, Block 73, Block 74, Block 75, Block 76, Block 77, Block 78, Block 79, Block 80; Tract 20700: Block Group 1, Block Group 2: Block 36, Block 37; Tract 20900: Block Group 2.

Whereas, the Commission's members are elected from single-member districts; and,

Whereas, Section 11-3-1.1 of the Code of Alabama, 1975 (as amended), allows the Commission to alter the boundaries of such districts by resolution; and,

Whereas, the Commission, for the herein stated grounds, finds an alteration of the hereindescribed boundaries to be necessary; and,

Whereas, the Commission has duly caused notice of this matter coming before the Commission to me made by publication of same on October 16th, 2021 and October 23rd, 2021, in The News Courier, a newspaper of general circulation in Limestone County; and,

Upon motion having been duly made by Commissioner Jason Black, and seconded by Commissioner Daryl Sammet, to so alter the boundaries pursuant to the terms herein described; and, with said motion and second having been made in open meeting of the Commission on the 15th day of November, 2021, with discussion having been had thereon and a vote having been taken, upon which vote said motion carried; therefore,

BE IT HEREBY RESOLVED that the Limestone County Commission does approve the above changes to be made to the district boundary lines in order to comply with the Voting Rights Act; and,

BE IT FURTHER RESOLVED that the Chairman of the Commission shall be authorized to execute any and all documents and instruments that may be necessary to complete the alteration of the above-described boundaries and the recording of same.

The authority granted herein shall be in force and effect immediately upon passage of this Resolution.

ADOPTED AND APPROVED this 15th day of November 2021.



LIMESTONE COUNTY COMMISSION EXISTING DISTRICT LINES



MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 15, 2021

	-	Limestor	ne County	<u>/ Commis</u>	sion				
	District 1		Dist	rict 2	Dist	rict 3	Dist	Total	
	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Population
Total Population	22,398	25,034	29,204	26,710	30,733	26,853	21,235	24,973	103,570
Percentage of total County population	21.6%	24.2%	28.2%	25.8%	29.7%	25.9%	20.5%	24.1%	
Target District population (25% of total)	25,	892	25	892	25,	892	25,	892	
Allowable deviation from target (5%)	1,2	295	1,5	295	1,2	295	1,2	295	
Population deviation from target		-859	3,311	817	4,840	960	-4,658	-920	
Percent deviation from target	-15.60%	-3.30%	11.34%	3.10%	15.75%	3.70%	-21.94%	-3.50%	
Non-Hispanic White	18,348	21,007	21,092	19,022	19,564	16,608	16,688	19,055	75,692
Percentage of district population	82%	84%	72%	71%	64%	62%	79%	76%	73%
Total Hispanic	1,497	1,339	1,170	1,085	2,496	2,304	2,085	2,520	7,248
Percentage of district population	7%	5%	4%	4%	8%	9%	10%	10%	7%
Non-Hispanic African American	1,357	1,377	5,269	5,009	6,048	5,567	1,585	2,306	14,259
Percentage of district population	6%	6%	18%	19%	20%	21%	7%	9%	14%
Non-Hispanic American Indian/Alaskan	674	709	621	541	653	612	502	588	2450
Percentage of district population	3%	3%	2%	2%	2%	2%	2%	2%	2%
Non-Hispanic Asian	209	271	646	689	1,499	1,333	123	184	2,477
Percentage of district population	1%	1%	2%	3%	5%	5%	1%	1%	2%
Non-HispanicOther	200	219	247	224	246	218	186	218	879
Percentage of district population	1%	1%	1%	1%	1%	1%	1%	1%	1%
Non-Hispanic two or more minority race	81	83	129	120	183	171	54		447
Percentage of district population	0.4%	0.3%	0.4%	0.4%	0.6%	0.6%	0.3%	0.3%'	0.4%
Non-Hispanic Hawaiian or Other Pacific Islander	. 32	29	30	20	44	40	12	29	118
Percentage of district population	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%

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 Danny Barksdale to approve the following agreement between the State of Alabama and Limestone County, Alabama to make improvements on State Line Road from SR-53 to the Madison County Line.

CONSTRUCTION AGREEMENT FOR A STATE PUBLIC ROAD AND BRIDGE FUNDING PROJECT BETWEEN THE STATE OF ALABAMA AND THE LIMESTONE COUNTY COMMISSION Improvements on State Line Rd. Project No. ST-042-888-038 CPMS Ref# 100074367

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Limestone County, Alabama, (FEIN 63-6001607) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the improvements on State Line Rd. from SR-53 to the Madison County Line; Project# ST-042-888-038; CPMS Ref# 100074367.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. State Public Road and Bridge Funds shall be limited to \$100,000.00 for this project. Any deficiency in State funds or overrun in construction costs will be borne by the COUNTY from COUNTY funds. In the event of an underrun in construction costs, the State funds will not exceed their proportional share. The estimated cost and participation by the various parties is as follows:

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
State Public Roads and Bridge Funds	\$100,000.00
County Funds	\$100,000.00
TOTAL (Incl CE&I)	\$ 0.00

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

PART THREE (3): PROJECT SERVICES

The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition A. costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred. All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements. Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws. Any property acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY. The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account. No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all C. Preliminary Engineering for the project with COUNTY forces. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement. If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. All cost for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE. The COUNTY will undertake the project in accordance with this Agreement, along with the requirements and provisions, including the documents relating thereto, developed by the COUNTY. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project. Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for Procedures for Processing State and Industrial Access Funded County and City Projects, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

D. The COUNTY will furnish all construction engineering for the project with COUNTY forces as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third- party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.

Associated Construction cost will be an eligible cost as part of this Agreement. For projects let to Β. contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid. For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE. The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES). Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for

compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor. The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

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

F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

B. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE. All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents. The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE. The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts

pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable. The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

C. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

D. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

E. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. 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.

D. No member, officer, or employee of the COUNTY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

RESOLUTION NUMBER_____

BE IT RESOLVED, by the Limestone County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for: Improvements on State Line Rd. from SR-53 to the Madison County Line; Project# ST-042-888-038; CPMS Ref# 100074367.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto. BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of the of Limestone County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 15th day of November, 2021, and that such resolution is on file in the County Clerk's Office.

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL - AID PROGRAM

<u>Policy.</u> It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

<u>DBE</u> Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131- 12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations. The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or

2. cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

- g. <u>Equal Employment Opportunity</u> The following equal employment opportunity requirements apply to the underlying contract:
 - <u>Race. Color. Creed. National Origin. Sex</u> In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion

or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

- 2. <u>Age</u> In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
- 3. <u>Disabilities</u> In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.
- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate

will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal 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 agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin. A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete, and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

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 LaDon Townsend to approve to submit an ADECA Local Law Enforcement Assistance Grant, in the amount of \$24,000.00, with no match from the County for the following:

- Items for water rescue kits for all of Sheriff's Office patrol cruisers; and
- Flir infrared imaging cameras for each patrol shift.

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

MOTION was made by LaDon Townsend and seconded by Jason Black to appoint Julian Tyler and Tracy Sherrill to the DHR Board. These appointees replace the current expired term board members.

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 Daryl Sammet and seconded by Danny Barksdale to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	ltem	Awarded to	Amount
2763	Security Window Envelopes (License Commission)	Currie Systems	\$888.00
2764	Specialty Window Envelopes (License Commission)	Blink Marketing Inc.	\$2,000.00

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

MOTION was made by Jason Black and seconded by LaDon Townsend to approve to promote Tammy Waddell to Jail Captain, effective immediately.

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve to promote Adam Harper to Equipment Operator II in District 2.

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 Jason Black to approve to hire Alexia Brown as Communications Officer, pending drug screening.

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve to hire Christopher Carter as Communications Officer, pending 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 Daryl Sammet and seconded by LaDon Townsend to approve to hire Rachel Alease Hale as Administrative Clerk in the License Commission Office.

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 Jason Black 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
Daxton Gilbert	Equipment Operator II	11/9/2021
Dustin Gatlin	Equipment Operator II	11/25/2021
Robert Terry Boyd, Jr.	Road Superintendent	11/21/2021

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

MOTION was made by LaDon Townsend and seconded by Jason Black to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Brigadoon Highlands Phase 2 replat of Lot 18 A	Minor	Preliminary & Final	2	3	South side of the cul-de- sac for Edinburgh View
Coffman Acres	Minor	Preliminary & Final	2	4	17636 Coffman Rd.
Hatchett Road West Subdivision	Minor	Preliminary & Final	2	2	Intersection of Hatchett Rd. West & Hwy 72
Highland Ridge Subdivision	Major	Final	96	2	Southwest corner of Nick Davis Rd. & Jones Rd. intersection

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve the following personnel matters:

Grade	А	В	С	D	E	F	G	Н	Ι.	J	Κ	L	М	Ν	0	Ρ	Q	R	S	Т	U	V	Grade
1	10.40	10.66	10.93	11.20	11.48	11.77	12.06	12.36	12.67	12.99	13.31	13.65	13.99	14.34	14.69	15.06	15.44	15.82	16.22	16.63	17.04	17.47	1
2	10.92	11.19	11.47	11.76	12.05	12.35	12.66	12.98	13.30	13.64	13.98	14.33	14.69	15.05	15.43	15.82	16.21	16.62	17.03	17.46	17.89	18.34	2
3	11.47	11.76	12.05	12.35	12.66	12.98	13.30	13.63	13.98	14.32	14.68	15.05	15.43	15.81	16.21	16.61	17.03	17.45	17.89	18.34	18.79	19.26	3
4	12.06	12.36	12.67	12.99	13.31	13.64	13.99	14.34	14.69	15.06	15.44	15.82	16.22	16.62	17.04	17.47	17.90	18.35	18.81	19.28	19.76	20.26	4
5	12.67	12.99	13.31	13.64	13.99	14.33	14.69	15.06	15.44	15.82	16.22	16.62	17.04	17.47	17.90	18.35	18.81	19.28	19.76	20.25	20.76	21.28	5
6	13.31	13.64	13.98	14.33	14.69	15.06	15.44	15.82	16.22	16.62	17.04	17.46	17.90	18.35	18.81	19.28	19.76	20.25	20.76	21.28	21.81	22.36	6
7	13.98	14.33	14.69	15.05	15.43	15.82	16.21	16.62	17.03	17.46	17.90	18.34	18.80	19.27	19.75	20.25	20.75	21.27	21.80	22.35	22.91	23.48	7
8	14.69	15.06	15.43	15.82	16.22	16.62	17.04	17.46	17.90	18.35	18.80	19.27	19.76	20.25	20.76	21.28	21.81	22.35	22.91	23.48	24.07	24.67	8
9	15.43	15.82	16.21	16.62	17.03	17.46	17.89	18.34	18.80	19.27	19.75	20.25	20.75	21.27	21.80	22.35	22.91	23.48	24.07	24.67	25.28	25.92	9
10	16.21	16.62	17.03	17.46	17.89	18.34	18.80	19.27	19.75	20.24	20.75	21.27	21.80	22.35	22.90	23.48	24.06	24.67	25.28	25.91	26.56	27.23	10
11	17.03	17.46	17.89	18.34	18.80	19.27	19.75	20.24	20.75	21.27	21.80	22.34	22.90	23.48	24.06	24.66	25.28	25.91	26.56	27.23	27.91	28.60	11
12	17.90	18.35	18.81	19.28	19.76	20.25	20.76	21.28	21.81	22.35	22.91	23.49	24.07	24.68	25.29	25.92	26.57	27.24	27.92	28.62	29.33	30.06	12
13	18.80	19.27	19.75	20.25	20.75	21.27	21.80	22.35	22.91	23.48	24.07	24.67	25.28	25.92	26.56	27.23	27.91	28.61	29.32	30.05	30.81	31.58	13
14	19.75	20.24	20.75	21.27	21.80	22.35	22.90	23.48	24.06	24.67	25.28	25.91	26.56	27.23	27.91	28.60	29.32	30.05	30.80	31.57	32.36	33.17	14
15	20.76	21.28	21.81	22.36	22.92	23.49	24.08	24.68	25.29	25.93	26.57	27.24	27.92	28.62	29.33	30.07	30.82	31.59	32.38	33.19	34.02	34.87	15
16	21.81	22.36	22.91	23.49	24.07	24.68	25.29	25.93	26.57	27.24	27.92	28.62	29.33	30.07	30.82	31.59	32.38	33.19	34.02	34.87	35.74	36.63	16
17	22.91	23.48	24.07	24.67	25.29	25.92	26.57	27.23	27.91	28.61	29.33	30.06	30.81	31.58	32.37	33.18	34.01	34.86	35.73	36.63	37.54	38.48	17
18	24.07	24.67	25.29	25.92	26.57	27.23	27.91	28.61	29.33	30.06	30.81	31.58	32.37	33.18	34.01	34.86	35.73	36.63	37.54	38.48	39.44	40.43	18
19	25.29	25.92	26.57	27.23	27.92	28.61	29.33	30.06	30.81	31.58	32.37	33.18	34.01	34.86	35.73	36.63	37.54	38.48	39.44	40.43	41.44	42.48	19
20	26.57	27.23	27.92	28.61	29.33	30.06	30.81	31.58	32.37	33.18	34.01	34.86	35.73	36.63	37.54	38.48	39.44	40.43	41.44	42.48	43.54	44.63	20
21	29.33	30.06	30.81	31.59	32.37	33.18	34.01	34.86	35.74	36.63	37.54	38.48	39.45	40.43	41.44	42.48	43.54	44.63	45.74	46.89	48.06	49.26	21
22	32.37	33.18	34.01	34.86	35.73	36.62	37.54	38.48	39.44	40.43	41.44	42.47	43.53	44.62	45.74	46.88	48.05	49.25	50.49	51.75	53.04	54.37	22
23	35.73	36.62	37.54	38.48	39.44	40.43	41.44	42,47	43.53	44.62	45.74	46.88	48.05	49.25	50.49	51.75	53.04	54.37	55.73	57.12	58.55	60.01	23
24	39.44	40.43	41.44	42.47	43.53	44.62	45.74	46.88	48.05	49.26	50.49	51.75	53.04	54.37	55.73	57.12	58.55	60.01	61.51	63.05	64.63	66.24	24
25	43.54	44.63	45.74	46.89	48.06	49.26	50.49	51.76	53.05	54.38	55.73	57.13	58.56	60.02	61.52	63.06	64.64	66.25	67.91	69.61	71.35	73.13	25
26	48.05	49.25	50.48	51.74	53.04	54.36	55.72	57.12	58.54	60.01	61.51	63.05	64.62	66.24	67.89	69.59	71.33	73.11	74.94	76.82	78.74	80.70	26

1. Approve a new Pay Scale effective November 28, 2021.

2. Approve various new employee title names.

Community Corrections	
Previous Title:	New Title:
Bookkeeper/Administrative	Administrative Assistant
Court Referral Case Manager	Court Referral Officer & Case Worker
Council on Aging	
<u>council on Aging</u>	
Previous Title:	New Title:
Office Assistant	Administrative Secretary
Nutrition Coordinator	Nutrition Program Supervisor
Nutrition Site Manager	Senior Center Manager
Commission	
Previous Title:	New Title:
A/P Purchasing Clerk	Accounts Payable Technician
Purchasing/Accounting Clerk	Purchasing Technician
Districts	
Previous Title:	New Title:
District Foreman	District Road Supervisor
Engineering & Paving/Road Maint.	
Previous Title:	New Title:
Superintendent	Road Superintendent
Engineering Assistant II	Sign/Herbicide Technician
Engineering Assistant – Sign Tech.	Sign/Herbicide Technician
License Department	
Previous Title:	New Title:
Chief Clerk/Administrative Financial Assist.	Chief License Clerk
New Position	Office Supervisor
License Supervisor	Tag & Tile Supervisor
Title Clerk	Senior Tag & Title Clerk
License Tag Clerk	Tag & Title Clerk
Driver's License Clerk	License Clerk
Maintenance & Recreational Dept.	Now: Maintenance of Facilities & Grounds
Draviava Titlar	Now Title
Previous Title: Superintendent of County Bldgs., Parks & Rec.	New Title: Superintendent of Eacilities & Crounds
	Superintendent of Facilities & Grounds Assist. Superintend. of Facilities & Grounds
Assist. Superintend. of County Bldgs., Parks & Rec. HVAC Technician	Electrician & HVAC Technician
Grounds/Building Worker	Facilities & Grounds Worker
Grounds/Building Worker Grounds/Building Worker (Cowford)	Campground Worker
Custodian	Building Service Worker
Probate:	
Previous Title:	New Title:
Chief Clerk/Administrative/Financial Assistant	Chief Probate Clerk
Administrative to Judge/Elections Manager	Elections Manager/Administrative Assistant
Recording Clerk I	Probate Clerk I
Recording Clerk II	Probate Clerk II – Real Estate

<u>Appraisal Department</u>	New Title:
Previous Title:	GIS Technician
GIS Special Mapper	Chief Personal Property Appraiser
Personal Property Manager	
<u>Revenue/Assessment Office</u>	
Previous Title:	New Title:
Assessment Clerk	Revenue Clerk
Tax Collection Clerk	Revenue Clerk
Sheriff	
Previous Title:	New Title:
Chief Deputy	Chief Deputy Sheriff
Chief Clerk/Administrative/Financial Assistant	Administrative Manager
Administrative Secretary	Administrative Assistant
Investigative Assistant	Administrative Secretary -CID
Administrative Assistant/Receptionist	Records Technician
Jail	
Previous Title:	New Title:
Chief Corrections Officer Captain	Captain – Jail
Operations Lieutenant	Lieutenant – Jail (Operations)
Corrections Officer Sergeant	Sergeant – Jail (Corrections)
Work Release Superintendent	Deputy Sheriff (Work Release)
Extradition Officer	Deputy Sheriff (Extradition)
Corrections Officer Corporal	Corporal – Jail (Corrections)
Record Sp/Sex Offender Registry	Records Technician (Offender Registry)
Bookkeeper/Secretary	Administrative Secretary
Warrants Clerk	Records Technician (Warrants)
Law Enforcement	
Previous Title:	New Title:
Chief Investigator	Sheriff Captain (Investigation)
Investigator Lieutenant	Sheriff Lieutenant (Investigation)
Investigator/Coordinator Sex Offender Registry	Investigator
Patrol Captain	Sheriff Captain (Patrol)
Patrol Lieutenant	Sheriff Lieutenant (Patrol)
Patrol Sergeant	Sheriff Sergeant (Patrol)
Deputy Animal Control	Deputy Sheriff
<u></u>	
Previous Title:	New Title:
Deputy	Sheriff Corporal – Animal Control
<u>Courthouse Security</u>	
Previous Title:	New Title:
Court Security Officer	Corrections Officer (Courthouse)
<u>Communications</u>	
Previous Title:	New Title:
Officer	Communications Officer

3. Approve a new Staffing Plan to reflect new title names and new pay scale.



**Real Property Appraiser

Trainee: 14; 18 months experience: 17; State Certified: 18

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 transfer the following inventory:

Transfer from	Transfer to	ltem	Serial #
Sheriff's Office	District 3	Compactor and Lift Dumper	15194

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

MOTION was made by Danny Barksdale and seconded by Jason Black to remove the following from inventory:

Department	ltem	Serial #
District 3	Compactor and Lift Dumper	15194

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.

Commissioner Daryl Sammet wished everyone a safe and happy holiday.

Commissioner Jason Black expressed his excitement regarding Comcast and their services of broadband and emphasized the importance of the availability of high-speed internet across all areas of the county due to work and school.

Commissioner LaDon Townsend gave an update regarding the work being done on Chapman Hollow Road, and he expressed his appreciation to his fellow Commissioners and the Engineering Department for sending out trucks to help with the project.

Chairman Collin Daly reminded everyone to support local businesses and attend the Christmas Open House along with attending the December 2nd Christmas Parade. He further remind everyone about "No Shave November" for cancer awareness, and he wished everyone a happy Thanksgiving.

Adjourned at 10:26 a.m. until 9:00 a.m. on Monday, December 6, 2021, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.