

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 2012

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.

Chairman Menefee welcomed Miss Taylor Lott, his student job shadow, from Athens High School.

PRESENT: Gary Daly, Gerald Barksdale, and Bill Daws. Absent: James W. "Bill" Latimer. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Bill Daws and seconded by Gary Daly to approve the minutes of February 6 & 15, 2012.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Gerald Barksdale and seconded by Bill Daws to approve the following claims

2/03/12	Check # 18403 - 18438	\$229,983.39
2/10/12	Check # 18439 - 18510	\$422,144.78
2/10/12	Check # 18511	<u>\$ 40.90</u>
	TOTAL	\$652,169.07

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 Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Gerald Barksdale and seconded by Gary Daly to approve the following resolution to change the Commission meeting scheduled for Monday, March 5, 2012 to Thursday, March 8, 2012.

**RESOLUTION OF
LIMESTONE COUNTY COMMISSION**

WHEREAS, Limestone County Commission holds its' regular scheduled Commission meetings on the first and third Monday's of each month; and

WHEREAS, said meetings are held at the Clinton Street Courthouse Annex at 10 a.m.

BE IT RESOLVED, by the Limestone County Commission to change the Commission meeting scheduled for Monday, March 5, 2012 to Thursday, March 8, 2012.

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ADOPTED on this 21st day of February 2012.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Gerald Barksdale to amend the resolution passed June 7, 2011, concerning a project at Elkmont Industrial Park to reduce the pledge made by Limestone County Commission in the amount of \$60,000.00 to \$28,341.00, and include for the Limestone County Commission to join with the Town of Elkmont to split the \$17,000.00 cost incurred by Barge Waggoner Sumner and Cannon Inc. (BWSC) for their project cost opinion for improved service to the Elkmont industrial Park Tenants; each paying \$8,500.00.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Gerald Barksdale and seconded by Bill Daws to approve the following Natural Resources Conservation Service (NRCS) Watershed Protection Program to assist in relieving hazards from ten sites that are eligible to have storm debris removed from the streams and creeks. Total cost \$732,321.00. NRCS 90% cost of (up to \$659,090.00) and County portion 10% cost of (approximately \$73,232.00) plus up to 6% additional administrative cost.

AGREEMENT NO.: 69-4101-12-0007
SPONSOR: Limestone County Commission
EWP EVENT: 2011 Tornadoes
CDFA: 10.923

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

**PROJECT AGREEMENT
Local Contracting**

THIS AGREEMENT (the Agreement) is hereby entered between the Limestone County Commission (Sponsor) and the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS). It is effective upon execution of both parties.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 and the Agricultural Credit Act of 1978, Section 403, Public Law 95-334, 33 U.S.C 701B-1, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed; and

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WHEREAS, the Sponsor and NRCS agree to a plan that provides for restoration of certain works of improvement referenced in Section A of this Agreement in accordance with these authorities;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

A. It is agreed that the work described below is to be installed at an estimated cost of seven hundred thirty-two thousand, three hundred twenty-one dollars (\$732,321). NRCS will bear responsibility for ninety (90) percent of the cost, up to six hundred fifty-nine thousand, ninety dollars (\$659,090). The Sponsor will bear responsibility for ten (10) percent of the costs, approximately seventy-three thousand, two hundred thirty-two dollars (\$73,232).

DSR Number	Description of Work	Total Estimated Installation Cost	Maximum NRCS Share	Estimated Sponsor Share
LIM-11-001	Debris removal	176,092	158,483	\$17,610
LIM-11-002	Debris removal	19,626	17,663	\$1,963
LIM-11-003	Debris removal	3,971	3,574	\$397
LIM-11-004	Debris removal	72,680	65,412	\$7,268
LIM-11-005	Debris removal	284,939	256,445	\$28,494
LIM-11-006	Debris removal	39,864	35,878	\$3,986
LIM-11-007	Debris removal	22,215	19,994	\$2,221
LIM-11-008	Debris removal	61,719	55,547	\$6,172
LIM-11-009	Debris removal	40,523	36,471	\$4,052
LIM-11-010	Debris removal	10,692	9,623	\$1,069
		\$732,321	\$659,090	\$73,232

B. The Sponsor will:

1. Contract for the works of improvement described in Section A (the Works) and provide for their completion on or before July 31, 2012. The Sponsor shall provide a copy of each solicitation (Invitation for Bids, Request for Quotations or Request for Proposals), bid abstract and the awarded contract to the NRCS District Conservationist (DC) in the county where the work is performed and the NRCS Government Representative (GR) identified in Section C. Any costs incurred prior to full execution of this Agreement will be ineligible for reimbursement.

2. Ensure that equipment is not operated in streams, on stream banks, or in waterways in the course of performing the Works. Should Sponsor operate equipment or allow equipment to be operated in streams or waterways, NRCS may immediately terminate this Agreement and its obligation to make any payments to Sponsor.

3. Ensure that contractors limit work to repairs and/or debris removal resulting from the 2011 Tornadoes.

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4. Designate an individual (Project Liaison) to serve as liaison between the Sponsor and NRCS and identify that person to NRCS in writing along with a list of his or her duties, responsibilities and authorities.

5. Provide certification that real property rights have been obtained for the Works. Certification must be provided on Form SCS-ADS-78, Assurances Relating to Real Property Acquisition (attached and incorporated as Exhibit A) and supported by an attorney's opinion attached to the form. The Sponsor shall provide such certification prior to issuing any solicitation for the installation of the Works. The Sponsor shall accept all financial and other responsibility for excess costs resulting from its failure to obtain, or its delay in obtaining, adequate land and water rights, permits and licenses needed for the Works.

6. Provide in-kind contributions (material, non-reimbursable labor, equipment costs) and/or cash contributions in an amount equal to at least 10 percent of the actual total installation costs identified in Section A. Actual total installation costs means the amount of contracts awarded plus eligible Sponsor in-kind contributions. The Sponsor's administrative costs (such securing land rights and permits, attending meetings and reviewing documents and works in progress) are not eligible in-kind contributions. The estimated value of Sponsor's required contribution is \$73,232.

7. Provide all technical services necessary to complete surveys, designs, plans, specifications, a Quality Assurance Plan (QAP), construction inspection, contracting activities and administration. The engineer responsible for final approval of plans and specifications (Sponsor's Professional Engineer) must be registered in the State of Alabama. The QAP should outline the technical and administrative expertise required to ensure the Works are installed in accordance with the plans and specifications, describe items to be inspected, list equipment required for inspection, outline the frequency and timing inspections (continuous or periodic), inspection procedures and record-keeping requirements. NRCS may reimburse the Sponsor for actual technical services costs in an amount equal to nine (9) percent of the actual total installation costs, but not to exceed sixty-five thousand, nine hundred eight dollars (\$65,908). Actual total installation costs means the amount of contracts awarded plus eligible Sponsor in-kind contributions. The total amount reimbursed to Sponsor under this Agreement, including installation costs and technical service costs, will not exceed seven hundred twenty-four thousand, nine hundred ninety-eight dollars (724,998). Refer to the Estimated Budget for Local Contract (attached and incorporated as Exhibit B) for additional cost-share information.

8. On complex sites, or as requested by NRCS, hold a predesign conference with NRCS. Attendees must include the GR, the Sponsor's Professional Engineer and the Sponsor's Project Liaison. The parties shall jointly establish design parameters during the conference.

9. Prior to solicitation of bids, submit the preliminary design, construction specifications, drawings and QAP to the GR. The documents should reflect standard engineering principles, the design parameters set during the predesign conference and the QAP.

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10. Upon receiving NRCS comments, prepare the final design, construction specifications and drawings in accordance with standard engineering principles, the design parameters set during the predesign conference and the QAP. The Sponsor shall submit one set of the final plans and specifications – signed and seal approved by the Sponsor’s Professional Engineer – as well as the QAP to NRCS for review and written concurrence prior to solicitation for the Works.

11. Provide construction inspection in accordance with the QAP.

12. Provide copies of site maps to appropriate federal and state agencies for environmental review. Sponsor shall notify NRCS of environmental clearance, modification of construction plans necessitated by environmental issues and any unresolved environmental concerns. Sponsor shall also provide NRCS with copies of all permits, licenses and other documents required by federal, state and local statutes and ordinances prior to solicitation for installation of the Works.

13. Upon completion, assume responsibility for operation and maintenance of the Works in accordance with the Operation and Maintenance Plan (attached and incorporated as Exhibit C).

14. Comply with the requirements outlined in the document titled “Special Provisions” (attached and incorporated as Exhibit D).

15. Ensure that all contracts for design and construction services are procured in accordance with procedures prescribed in the Code of Alabama and federal regulations applicable to the Sponsor, including the requirements contained in Exhibit D.

16. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, and protests of award, source evaluation, and litigation that may result from the project. Sponsor will also take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain proper written concurrence of NRCS on any such matters in which NRCS could have a financial interest.

17. Pay contractors as provided in their contracts. Within thirty (30) days of construction completion, submit a Request for Reimbursement, Standard Form (SF)-270 (attached and incorporated as Exhibit E) to the GR. The SF-270 must be accompanied by adequate documentation of costs (summary of labor, materials, equipment, breakdown of technical service costs). The Sponsor must submit a separate SF-270 for each agreement entered, as applicable, and accept payment via electronic funds transfer.

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18. Arrange for and conduct final inspection of the Works. The GR, Sponsor's Project Liaison and the Sponsor's Professional Engineer shall participate in the final inspection. Sponsor's Professional Engineer or another professional engineer provided by Sponsor and certified in the State of Alabama shall certify that the Works were installed in accordance with contractual requirements and in accordance with the approved plans and specifications.

19. Upon completion and acceptance of all work, when provided by the terms of the contract, obtain a written release from the contractor of all claims against the Sponsor arising by virtue of the contract, other than claims in stated amounts as may be specifically accepted by the contractor.

20. Administer actions under this Agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-128, and other rules referenced in 7 CFR 3015.

21. Retain all records dealing with the award and administration of the contract for three years from the date of the Sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three-year period, the records are to be retained until the litigation is resolved or the end of the three-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

22. Provide one hundred (100) percent of the costs of any works of improvement not eligible for federal cost share.

23. Ensure completion all work required under this Agreement, including, but not limited to, construction of the Works, final inspection, payment of all contractors and submission of as-builts and final quantities.

24. Comply with the requirements contained in the document titled "Special Provisions – Construction" (attached and incorporated as Exhibit F), which includes the nondiscrimination provisions of Form SCS-AS-83, the Equal Opportunity Clause and the Notice to Sponsor of Requirement for Certifications of Nonsegregated Facilities. Ensure that all contracts for construction include the provisions contained in Exhibit D and F to this agreement.

25. Ensure that any special requirements for compliance with environmental and/or cultural resources laws are incorporated into the project.

26. Complete the Readiness Questionnaire (attached and incorporated as Exhibit G) and return it with the signed Agreement.

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27. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

C. NRCS will:

1. Provide 90 percent of the cost of installing the Works, not to exceed \$659,090.
2. Provide reimbursement for actual technical services costs to complete necessary surveys, design, plans and specifications, construction inspection, contracting activities and administration in an amount equal to 9 percent of the actual total installation costs, but not to exceed \$65,908. Actual total installation costs means the amount of contracts awarded plus eligible Sponsor in-kind contributions. The maximum total amount payable by NRCS under this is agreement, including installation costs and technical service costs, is \$724,998.
3. Assist the Sponsor and the Sponsor's Professional Engineer to establish design parameters and provide design concurrence as set forth in Section B above.
4. Not be substantially involved with the technical or contractual administration of this Agreement, but will provide advice and counsel as needed.
5. Upon satisfactory completion of the project and upon receipt and approval of a properly prepared SF-270, with adequate supporting documentation, and provided that the Sponsor has complied with the provisions of this Agreement, make payment to Sponsor for NRCS's share of the project costs.
6. Designate an individual to serve as GR and liaison between NRCS and the Sponsor for this project. The GR for this project is Tim Williams. His major duties, responsibilities and authorities include the following: review and concur in drawings and specifications for construction that include structural measures, assist in final inspection of the Works, certify (along with Sponsor's Professional Engineer) that all work has been completed according to the specifications and drawings, review/audit Sponsor's submitted SF-270s and supporting documentation, sign a Certificate of Completion and submit SF-270s to the NRCS EWP Program Manager for payment. The point of contact for other administrative issues is the NRCS DC, Jamie Carpenter.

D. It is mutually agreed that:

1. This Agreement will become effective upon full execution. The Agreement will expire on July 31, 2012, and all work must be completed prior to that date. The Agreement term will not be extended.
2. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.

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3. The contract for constructing the Works not be awarded to the Sponsor, or to any firm in which any Sponsor or any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contract of such firms.

4. In the event of default by a construction contract awarded pursuant to this Agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this Agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the Agreement.

5. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant, will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any Agreement or commitment made by the Sponsor without prior concurrence of NRCS.

6. NRCS may terminate this Agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions contained in it. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

7. NRCS may temporarily suspend this Agreement if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this Agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

8. NRCS, in its sole discretion, may refuse to cost share should the Sponsor proceed without obtaining concurrence as set out in Section B of this Agreement.

9. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

10. NRCS employees shall participate in efforts under this Agreement solely as representatives of NRCS. They shall not participate as directors, officers, employees nor otherwise serve or hold themselves out as representatives of the Sponsor nor any member of the Sponsor. Neither shall they assist the Sponsor nor any member of the Sponsor with efforts to lobby Congress nor to raise money through fund raising efforts. Further, NRCS employees shall promptly report to their immediate supervisors any negotiations with the Sponsor or any member of the Sponsor concerning any future employment and shall then refrain from participation in activities under this Agreement

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unless and until approved by USDA.

11. By signing this Agreement, Sponsor assures NRCS the program or activities conducted under this Agreement will be in compliance all applicable federal laws, rules, regulations and policies, including the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by Gerald Barksdale to reappoint Mr. Clare D. Middleton to the Top of Alabama Regional Housing Authority Board, for a five year term beginning April 14, 2012.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by Gerald Barksdale to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2370	Printing - Boat Post Cards (License Commission)	Printers & Stationers	\$263.75
2371	Gasoline & Diesel March 1, 2012 - May 31, 2012	Campbell & Sons	\$0.15 for both gasoline & diesel
2372	Office Supplies March 3, 2012 - March 3, 2013	Staples Advantage	69% - General Supplies 50% - Machines & machine related 32% - Ribbons, toners, cartridges & developers 77% - Paper supply 55% - Office furniture 55% - Computers, computer supplies, etc.
2373	Tire Recycling Project	Liberty Tire Recycling	\$1,655.00

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Gerald Barksdale and seconded by Bill Daws to approve the following:

- Promote Judy Harvey to Chief Appraiser in the Revenue Commissioner's Office, effective April 1, 2012
- Promote Cameron Puckett to Chief Clerk in the Revenue Commissioner's Office, effective April 1, 2012
- Approve Family Medical Leave for Tessa Brackeen, beginning February 20, 2012 until March 12, 2012

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

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

Name	Position	Effective Date	Current Rate Per Hour	New Rate Per Hour
William Chandler	Corrections Officer	2/05/12	14.90	15.36
Danny Craig	Corrections Officer	2/01/12	12.20	12.60
April Davis	Assistant Archivist	2/08/12	9.05	9.34
Debra Davis	Chief Clerk	2/03/12	18.78	19.34
Sandra Hall	Tag Clerk	2/08/12	10.60	10.95
Jonathan Hinton	Deputy	2/01/12	18.36	18.90
Daphne Kilpatrick	EMA Officer II	2/01/12	24.64	25.39
Maria Maples	Corrections Officer	1/05/12	11.46	12.20
Y. Denise Williams	Title Clerk	2/25/12	13.18	13.61

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by Gerald Barksdale to approve a TVA initial application fee of \$1,500.00 for Lucy's Branch environmental review.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

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MOTION was made by Gary Daly and Gerald Barksdale to transfer Onan 7.5 kw Generator with trailer (Serial # K790463424) from EMA to the Town of Ardmore.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; and Bill Daws, aye. Motion carries unanimously.

Chairman Menefee announced a Public Hearing scheduled on March 19, 2012. The County Commission will receive comments relative to the proposed action to vacate a part of a right-of-way between Airport Road, west of Edgewood Road and Easter Ferry Road.

Chairman Menefee announced the Carpenter Project and thanked the Commissioners, Tom Hill, County Attorney Mike Cole, Mayor Ronnie Marks and County Engineer Richard Sanders for their help.

Commissioner Daly thanked District 4 for digging graves in District 1 while their equipment was broken.

Recessed at 10:12 a.m. until 10:00 a.m. on Wednesday, February 29, 2012, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.