

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 15, 2013**

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.

A retirement certificate was presented to Kay Bates.

A proclamation was presented to Dr. LeRoy Gradford, Jr. proclaiming May 2013 as Community Action Month.

PRESENT: Gary Daly, Steve Turner, James W. "Bill" Latimer, and Ben Harrison.  
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by James W. "Bill" Latimer and seconded by Ben Harrison to approve the minutes of March 27 & April 1, 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Gary Daly to approve the following claims

4/05/13	Check # 23765 - 23849	\$ 540,677.92
4/12/13	Check # 23850 - 23928	<u>\$ 611,050.18</u>
	TOTAL	\$1,151,728.10

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 Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Steve Turner to authorize the Chairman to execute the following Sales Tax Holiday resolution.

**RESOLUTION PROVIDING FOR LIMESTONE COUNTY'S  
PARTICIPATION IN THE "SALES TAX HOLIDAY"  
AS AUTHORIZED BY ACT NO. 2006-574**

**WHEREAS**, during its 2006 Regular Session, the Alabama Legislature enacted Act No. 2006-574, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the first full weekend in August of each year; and

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**WHEREAS**, Act No. 2006-574 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the first Friday in August; and

**WHEREAS**, the Limestone County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2006-574 during the first weekend of August 2013, beginning at 12:01 a.m. on Friday, August 2, 2013 and ending at twelve midnight on Sunday, August 4, 2013, the first full weekend of August in 2013; and

**WHEREAS**, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

**WHEREAS**, the exemption of certain county sales and use taxes for the first full weekend of August 2013 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

**WHEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION** that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2006-574 beginning at 12:01 a.m. on Friday, August 2, 2013 and ending at twelve midnight on Sunday, August 4, 2013.

**BE IT FURTHER RESOLVED** that a copy of this resolution be spread upon the minutes of the April 15, 2013 meeting of the Limestone County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

**IN WITNESS WHEREOF**, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 15<sup>th</sup> day of April 2013.

\_\_\_\_\_  
Stanley Menefee, Chairman

Attest: \_\_\_\_\_  
Pam Ball, Administrator

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

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**MOTION** was made by James W. "Bill" Latimer and seconded by Gary Daly to authorize the Chairman to execute the following lease agreement with Oak-Grove C.M.E. Church for the purpose of construction of a community safe room.

STATE OF ALABAMA  
COUNTY OF LIMESTONE

**LEASE AGREEMENT**

This Lease Agreement is made and entered into this the 15<sup>th</sup> day of April 2013, by and between OAK-GROVE C.M.E. CHURCH (hereinafter referred to as "Lessor"), and THE LIMESTONE COUNTY COMMISSION, the governing body of Limestone County, Alabama (hereinafter referred to as "Lessee").

**WITNESSETH:**

That for and in consideration of the covenants and conditions herein contained to be kept, performed, and observed by Lessee and Lessor, the Lessor hereby leases to Lessee, and Lessee does hereby accept from Lessor, for the term herein specified, that property located at 11460 Cowford Rd and 14024 Grover Dr. Athens, AL, which property shall hereinafter be referred to collectively as "the Leased Premises", which leased premises are hereby leased to Lessee for the purposes of construction of a community storm shelter (hereinafter sometimes referred to as the "Community Safe Room" or "Safe Room").

For and in consideration of the terms, covenants, and conditions herein, it is agreed as follows, to wit:

1. This lease shall be for a term of thirty (30) years commencing the \_\_\_ day of \_\_\_\_\_, 2013.
2. This lease may be renewed at the option of Lessee for additional five (5) year terms upon notification by Lessee to Lessor.
3. Should Lessor desire to sell the Leased Premises, then, in such event, Lessee shall have a first right of refusal to purchase said property and premises. Lessor shall notify Lessee in writing of its intent to sell said property and surrounding premises. Lessee shall have sixty (60) days upon receipt of notice from Lessor to notify Lessor of its intent to purchase said property and premises, the purchase price for which shall be its reasonably appraised market value.
4. The Leased Premises shall be used by Lessor and Lessee as a Community Safe Room.
5. The Community Safe Room shall be built and/or retrofitted according to FEMA 361 specifications, which costs of construction shall be the obligation of Lessee. The Lessor shall not be responsible for any construction costs.
6. The Community Safe Room shall be open to the public for use as a Community Safe Room and Storm Shelter and shall be identified and advertised as such.

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7. The maintenance and operation of the Community Safe Room shall be the responsibility of Lessor. The Community Safe Room shall be operated and maintained in accordance with the Community Safe Room Operations Plans attached hereto as "Exhibit A" and Maintenance Agreement attached hereto as "Exhibit B". The Community Safe Room Operations Plan and Maintenance Agreement shall be executed by Lessor as part of this Agreement and for submission with any grant application.

8. The Lessor shall appoint appropriate individuals for the position of site coordinator, assistant site coordinator, equipment manager, signage manager, notification manager, and field manager, which person shall perform in those duties of each position as set forth in the Community Safe Room Operations Plan.

9. Nothing in this agreement shall prohibit Lessor and Lessee from further agreeing for the responsibilities and obligations in the Community Safe Room Operations Plan and/or Maintenance Agreement to be shared and/or assigned and assumed by Lessee from Lessor. Similarly, nothing herein shall prohibit the parties from providing access to the Community Safe Room to any State or Local Emergency Management Agency.

10. Lessee shall have the right to maintain fire insurance and loss coverage on the Community Safe Room structure and any other such improvements constructed by Lessee.

11. Lessee shall be responsible and liable for any injury or damage done to the Leased Premises that has been caused by the Lessee, its employees, or any other person whom the Lessee permits to be in, on, or about the Leased Premises. The Lessee agrees to repair, cause to be repaired, or pay for any such damage or injury to the Leased Premises within a reasonable time upon being notified by the Lessor that the damage or injury to the Leased Premises has occurred and is an item of damage or injury covered under this Lease Agreement.

12. Lessor shall not be liable for the damage, loss, or theft of Lessee property to the extent that such damage, loss, or theft of Lessee property is not the result of the Lessor or the Lessor's employees or agents.

13. Lessor shall not be liable for any damage to person or property sustained by the Lessee, its invitees, or other persons coming upon said premises for Lessee's purposes.

14. Appropriate signage will be provided by Lessee to identify the Community Safe Room at no cost to the Lessor.

15. This Lease Agreement may not be assigned by Lessee and no part of the premises shall be sub-let by Lessee without written consent of Lessor.

16. Lessee shall at the expiration of this Lease Agreement return the peaceable possession of the premises to the Lessor in as good of a condition as received, normal wear, tear, and aging excepted.

17. In the event this lease should expire without renewal and the Lessee continues thereafter in possession of said premises, it is agreed that the Lessee shall remain as a tenant-at-will on a month-to-month basis.

18. This Lease Agreement may be terminated by Lessee upon giving thirty days (3) notice to Lessor.

19. This Lease Agreement shall further be subject to Lessee's receipt of grant funding for the construction of any Community Safe Room contemplated herein. By

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signing this Lease Agreement Lessor acknowledges that the receipt of grant funding is a condition of this Lease Agreement and Lessor hereby agrees that should Lessee be unable to receive the aforesaid grant funding then, in addition to any other grounds or rights for termination, Lessee shall have the right to terminate this Lease Agreement effective immediately.

20. Lessor warrants and represents that it has full right and power to execute and perform this Lease and to grant the rights to the Leased Premises demised herein. Lessor further warrants that Lessee, upon complying with the terms herein, shall peaceably and quietly have, hold, and enjoy the Leased Premises and all rights and privileges belonging in or otherwise pertaining thereto during the full term or any extensions thereof.

21. This Lease Agreement shall be construed under and in accordance with the laws of the State of Alabama.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their seals and executed this Lease Agreement effective on the day and date first above written.

**LESSOR:**

OAK-GROVE C.M.E. CHURCH

By: Oak Grove C.M.E. Church  
Its: Jimmy W. Hill (Chairperson Steward Board)

**LESSEE:**

THE LIMESTONE COUNTY COMMISSION

By: \_\_\_\_\_

Its: Chairman

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Steve Turner to authorize the Chairman to execute the following agreement with the Alabama Department of Transportation for safety improvements on Holt Road from Bain Road to Wales Street.

**AGREEMENT - CONTRACT  
FOR  
HIGH RISK RURAL ROADS (HRRR) PROJECT  
BETWEEN THE STATE OF ALABAMA  
AND  
LIMESTONE COUNTY, ALABAMA**

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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 (FEIN 63-6001607), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

**WITNESSETH**

**WHEREAS**, the STATE and the COUNTY desire to cooperate in the safety improvements on Holt Road from Bain Road to Wales Street.

Length - 0.510 miles.

Project # HRRR - 4200 (218), LCP 42-144-11, CPMS Ref. # 100059864

**NOW THEREFORE**, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

(1) The STATE and COUNTY have identified this location(s) for a I-IRRR Project (hereinafter the "PROJECT") as established by the Federal Highway Legislation "The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" (SAFETEA-LU).

(2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.

(3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT.

(4) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.

(5) 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 contractor shall be a co-permittee with the County for the permit, and shall comply with all requirements of 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 (Division) a copy of the permit prior to any work being performed by the contractor.

(6) The Construction for this PROJECT will be performed by the COUNTY, or at the unit prices specified in the low bid contract(s).

(7) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.

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(8) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.

(9) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.

(10) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

(11) Funding for this agreement is subject to the availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal HRRR Funds in any amount. Any deficiency in Federal HRRR funds, or overrun in construction costs will be borne by the COUNTY from COUNTY Funds. In the event of an under-run in construction costs, the amount of Federal HRRR Funds will be the amount stated below, or 90% of eligible costs, whichever is less.

(12) This PROJECT will be financed, when eligible for Federal participation, on the basis of 90 percent Federal HRRR funds, and 10 percent COUNTY funds.

(13) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal HRRR Funds	\$238,294.42
County Funds	\$26,477.16
Total (Including E & I and Indirect Cost)	\$264,771.58

(14) 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 prorata share of the estimated cost, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.

(15) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act. 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

(16) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment

(17) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

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(18) The performance of the work covered by this agreement will be in accordance with the current requirements of the STATE and the FHWA.

(19) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.

(20) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24<sup>th</sup> law).

(21) 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 Number 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.

(22) To the extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work or maintenance of the roadway and/or shoulders by the COUNTY, provision of any services or expenditure of funds required, authorized or undertaken by the COUNTY pursuant to the terms of this agreement, or any damage, loss, expense, bodily injury, or death, or injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, caused in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts of the COUNTY, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants or employees, or anyone whose acts the COUNTY may be liable.

(23) 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.

(24) 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.

(25) Exhibits M and N are attached and hereby made a part of this agreement.

(26) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.

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

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

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7/18/90

**EXHIBIT M  
CERTIFICATION**

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:

- (1) 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.
- (2) 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.

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Rev. 06/01/2012

**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.

**TERMINATION DUE TO INSUFFICIENT FUNDS:**

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.

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

**ADR CLAUSE:**

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

**AMENDED ALABAMA IMMIGRATION LAW:**

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

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

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**MOTION** was made by James W. "Bill" Latimer and seconded by Gary Daly to approve a Memorandum of Understanding with the State Health Insurance Program (SHIP), in the amount of \$5,000.00 to be used for staff time and other support in order to facilitate SHIP program.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Steve Turner to approve the following resolution to make application to the ALDOT for a grant through the Transportation Enhancement Grant Program for \$400,000.00 (80/20 match) to make improvements at the Courthouse Square. The County to partner 50/50 with the City of Athens (\$40,000.00 each).

**RESOLUTION**

**WHEREAS**, the State of Alabama, through the Alabama Department of Transportation, under the Transportation Enhancement Grant Program, is offering financial aid to improve streetscapes to achieve compliance with ADA guidelines; and

**WHEREAS**, the Limestone County Commission and the City of Athens, Alabama, is of the opinion that downtown Athens would benefit from such assistance;

**WHEREAS**, the Limestone County Commission agrees to authorize Public Works and the Mayor's Office to make application to the Alabama Department of Transportation for a grant through the Transportation Enhancement Grant Program for \$400,000, with 20 percent (\$80,000);

**NOW THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION**, agrees to the 20% grant match (\$40,000 each) to be provided jointly by the City of Athens and the Limestone County Commission.

\_\_\_\_\_  
Stanley Menefee  
Chairman  
Limestone County Commission

\_\_\_\_\_  
Date

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Steve Turner to approve the offer extended to the Limestone County Commission to purchase property at 503 South Jefferson Street (Better Living building), in the amount of \$464,000.00 for the 12,000 square foot building and 1.32 acres. The offer is good for 15 to 20 days.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

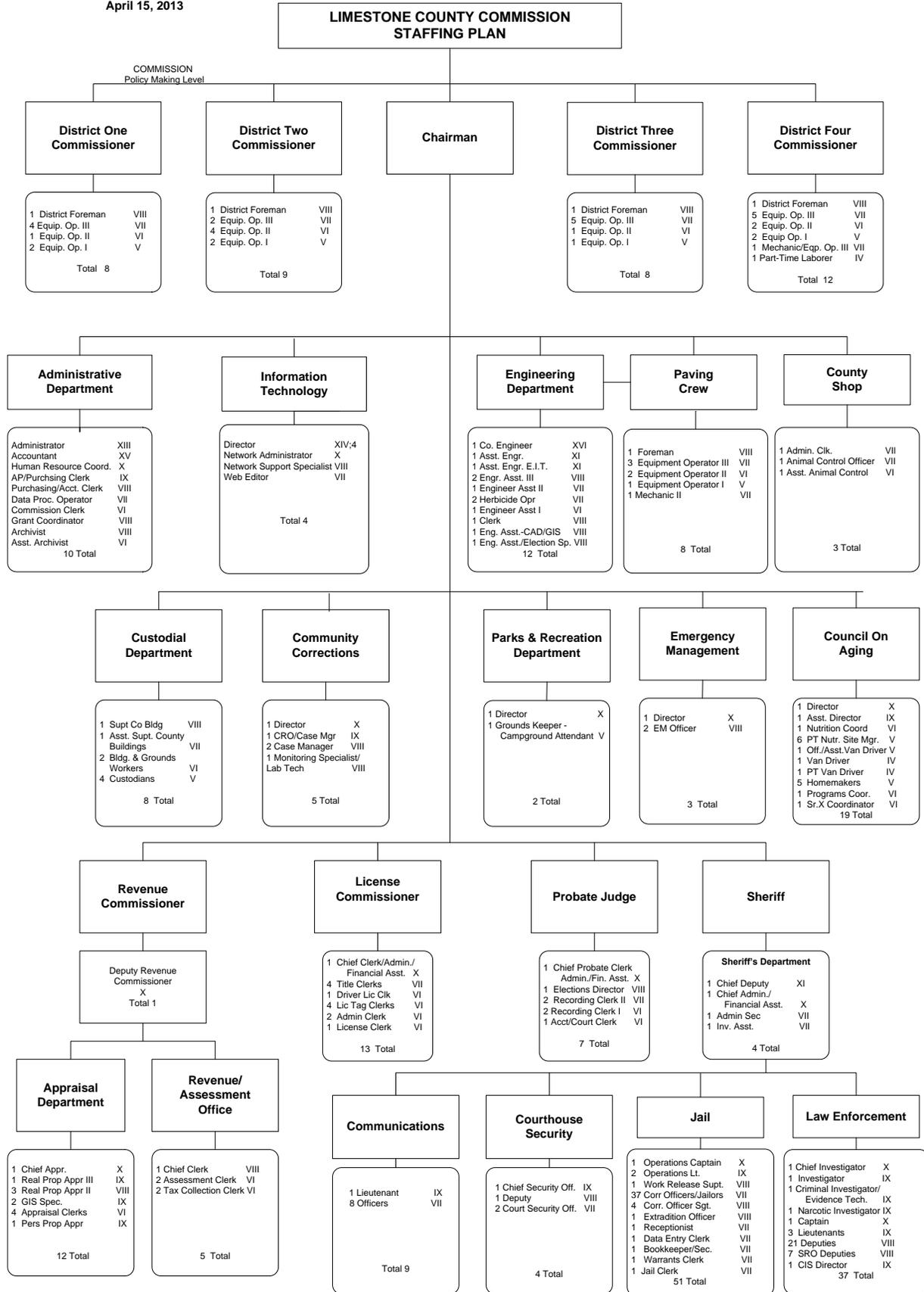
**MOTION** was made by Gary Daly and seconded by James W. "Bill" Latimer to reject Bid Proposal # 2412 for a Safe Room at Oak Grove Thatch VFD (Pisgah & McKee Road) that was postponed indefinitely on February 19, 2013: bids were considerably over available funds.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Ben Harrison to revise the Staffing Plan in the Sheriff's Department.

# MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 15, 2013

April 15, 2013



**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 15, 2013**

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Ben Harrison 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
Kelly Adams	Tax Collection Clerk	4/23/13	12.99	13.37
Brenda Bridgeforth	COA Homemaker	4/07/13	10.23	10.53
Jennifer Brooks	Communications Officer	4/14/13	12.97	13.41
Kathy Cothren	Custodian	4/05/13	9.62	9.93
Rachael Held	Network Administrator	4/01/13	16.86	17.44
Sonya Hutchinson	Collection Clerk	4/02/13	10.56	10.92
Lauri King	COA Sr. Rx Coordinator	4/05/13	11.28	11.67
Tracy McConnell	COA Nutrition Site Manager	4/05/13	9.62	9.93
Jennifer Reece	COA Assistant Director	4/06/13	22.49	23.18
Wanda Reese	Investigative Assistant	4/04/13	12.56	12.97
James R. Rouse	Mechanic	4/16/13	15.83	16.28
William L. Royals	Lieutenant	4/07/13	23.50	24.16
Rickey Smith	Buildings & Grounds Mt.	4/08/13	12.02	12.39
Delores Thompson	Volunteer Coordinator	4/07/13	12.02	12.39
Ricky Thompson	Superintendent of County Bldgs.	4/16/13	15.83	16.28
Leigh Todd	Appraisal Clerk	4/29/13	12.99	13.37
Andrew Vanschoiack	Corrections Sergeant	4/26/13	20.53	21.08

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by James W. "Bill" Latimer to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
J H Bullington Subdivision	Minor	Preliminary & Final	3	2	Capshaw Road & Birchbark Street

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

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**MOTION** was made by Ben Harrison and seconded by Steve Turner to remove the following items from inventory to be sold as scrap:

<b>Department</b>	<b>Item</b>	<b>Serial #</b>
Jail	Market Forge Convection Oven	211332
	Market Forge Convection Oven	211326

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by James W. "Bill" Latimer to sell a 2001 420D Caterpillar Backhoe (Serial #OFDP03567) on GovDeals for District 1.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Steve Turner to amend a motion made by Steve Turner and seconded by Gary Daly on April 1, 2013 to partner 50/50 with the Limestone County School Board to appropriate funding for retired officers to be utilized as School Resource Officers; change to County Commission contracting with the officers instead of the County School Board.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by James W. "Bill" Latimer to approve County provided uniforms to all districts and Engineering department employees will wear High-Visibility shirts and all other employees and elected officials working on or near road ways will wear a safety vest as required by the county's safety policy.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Menefee announced the following Public Hearings to be held on May 6, 2013, at 10:00 a.m.

1. To vacate a portion of Shoal Creek Road from Gardner Hollow Road to the AL-TN state line.

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 15, 2013**

2. To vacate a portion of Dogwood Flats Road from the south boundary of the New Hopewell Missionary Baptist Church property south for a distance of approximately 2230 feet to the 90 degree curve to the east, more particularly described as beginning at a point 418.71 feet south of the Northeast corner of the East half of the East half of the Southwest Quarter of Section 2, Township 4 South, Range 4 West and running thence south to the South boundary of said Section 2.

Chairman Menefee announced that the Farmer's Market opened today and will begin opening every Tuesday and Thursday. The Spirit of Athens will open the market every Saturday starting June 1<sup>st</sup> and running through August.

Recessed at 10:30 a.m. until 10:00 a.m. on Wednesday, May 1, 2013, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.