

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 3, 2015**

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.

Brian Terry and Fred Underwood, Underwood & Associates, discussed the future EMA storage facility which will be built on the Emergency 911 property and said bids will be opened tentatively on August 27, 2015 at 2 pm.

Bill Giguere and Marie Hood presented their FY16 appropriation request in the amount of \$60,000.00 for the Mental Health Center of North Central Alabama, Inc.

Robert Littleton, Goodwyn, Mills & Cawood, gave updates on the courthouse renovation and jail expansion.

Present: Stanley Hill, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Mark Yarbrough, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Stanley Hill and seconded by Steve Turner to approve the minutes of July 1, 2015; July 6, 2015; July 15, 2015; July 20, 2015.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Steve Turner, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Jason Black to approve the following claims

7/17/15	Check # 34034 – 34100	\$ 486,084.49
7/24/15	Check # 34101 – 34186	\$ 804,952.21
7/28/15	Check # 34187	<u>\$ 1,100.00</u>
	TOTAL	\$1,292,136.70

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. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Stanley Hill to authorize the Chairman to execute the following resolution and agreement with the City of Huntsville for improvements to Greenbrier Parkway in Limestone County.

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**RESOLUTION**

WHEREAS, the City of Huntsville (sometimes referred to as the "City") has requested Limestone County (sometimes referred to as the "County") to enter into an agreement with the City, a copy of which is attached hereto as Exhibit "1" (the "Agreement"), regarding its Greenbrier Parkway Phase III Project, Project Number 65-13-RD02, hereinafter referred to as "the Project"; and

WHEREAS, those parcels of land described in Exhibit "A" (Tract 9), Exhibit "B" (Tract 11), Exhibit "C" (Tract 12), Exhibit "D" (Tract 13), Exhibit "E" (Tract 14), Exhibit "F" (Tract 15), Exhibit "G" (Tract 16), Exhibit "H" (Tract 17), Exhibit "I" (Tract 18), Exhibit "J" (Tract 19), Exhibit "K" (Tract 20), Exhibit "L" (Tract 21), Exhibit "M" (Tract 22), Exhibit "N" (Tract 23), Exhibit "O" (Tract 24), Exhibit "P" (Tract 25), and Exhibit "Q" (Tract 26) to the Agreement (collectively "Parcels") lie outside the corporate limits of the City of Huntsville and within Limestone County and are Parcels the acquisition of which are necessary for the City's Project; and

WHEREAS, the Limestone County Commission is the governing body of Limestone County Alabama, and has the power of eminent domain in regards to roads and bridges within the County; and

WHEREAS, the County Commission has determined that the Project is in the public interest of the citizens of Limestone County; and

WHEREAS, the City of Huntsville will attempt to purchase the Parcels described herein directly from the respective Owner(s) thereof by voluntary sale and has requested that Limestone County acquire by eminent domain proceedings any of said Parcels that it is unable to purchase voluntarily; and

WHEREAS, pursuant to said Agreement, Limestone County has agreed to acquire by eminent domain proceedings, at the City's expense, any and all Parcels lying outside the corporate limits of the City of Huntsville needed for the Project which the City is unable to acquire by voluntary conveyance; and

WHEREAS, upon acquisition of any such Parcels by Limestone County through eminent domain proceedings or otherwise, all at the City's expense, said Parcel(s) shall thereafter be conveyed to the City of Huntsville; and

WHEREAS, upon motion having been made by Commissioner Jason Black, and seconded by Commissioner Stanley Hill with discussion had thereon and a vote having been taken, upon which vote of 4 in favor and 0 against, the motion carried;

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

1. That it is in the public interest and for the public good of the citizens of Limestone County that the Project be completed.

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2. That the Chairman of the Limestone County Commission and the County Administrator be, and they are hereby, authorized, empowered and directed to execute the Agreement on behalf of Limestone County.
3. That any prior acts taken by the Limestone County Commission or its officials and agents, and anyone acting on behalf of the county, up to and including the City of Huntsville and its officials and agents towards the description and acquisition of the said properties and any appraisals for same as part of any eminent domain process or hereby ratified.
4. That in the event an agreement may not be reached for the purchase of said properties from the forgoing owners or any owners or interest which may be here after identified, the Chairman of the County Commission and its County Administrator are hereby authorized to engage the law firm of Wilmer & Lee, P.A., at the expense of the City, to file and conduct condemnation proceedings on behalf of the Limestone County Commission for the acquisition of said properties by the exercise of the right of eminent domain.
5. The authority granted herein shall be enforced and affect immediately upon adoption and passage of this resolution.

ADOPTED and approved this the 3<sup>rd</sup> day of August, 2015.

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Mark Yarbrough, Chairman of the Limestone County Commission

ATTEST:

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Pam Ball, County Administrator

**AGREEMENT FOR GREENBRIER PARKWAY PHASE III**

WHEREAS, the Limestone County Commission and the City Council of The City of Huntsville have approved the execution of this Agreement for Greenbrier Parkway Phase III (this "Agreement"), between Limestone County (sometimes referred to as the "County") and the City of Huntsville (sometimes referred to as the "City") regarding the Greenbrier Parkway Phase III Project, Project Number 65-13-RD02, hereinafter referred to as "the Project"; and

WHEREAS, those parcels of land described in Exhibit "A" (Tract 9), Exhibit "B" (Tract 11), Exhibit "C" (Tract 12), Exhibit "D" (Tract 13), Exhibit "E" (Tract 14), Exhibit "F" (Tract 15), Exhibit "G" (Tract 16), Exhibit "H" (Tract 17), Exhibit "I" (Tract 18), Exhibit "J" (Tract 19), Exhibit "K" (Tract 20), Exhibit "L" (Tract 21), Exhibit "M" (Tract 22), Exhibit "N" (Tract 23), Exhibit "O" (Tract 24), Exhibit "P" (Tract 25), and Exhibit "Q" (Tract 26) lie

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outside the corporate limits of the City of Huntsville and within Limestone County and are parcels the acquisition of which are necessary for the development of the Project (collectively the "Parcels"); and

WHEREAS, the Parcels have been, or will be, surveyed and appraised as required by Section 18-1A-21, Code of Alabama 1975, by the City; and

WHEREAS, the City of Huntsville will attempt to purchase the Parcels directly from the respective owner(s) thereof by voluntary sale; and

WHEREAS, the City has requested that Limestone County acquire by eminent domain proceedings any of the Parcels that the City is unable to purchase directly from the owner(s); and

WHEREAS, the parties have agreed that Limestone County will acquire by eminent domain proceedings, at the City's expense, any and all Parcels lying outside the corporate limits of the City of Huntsville needed for the Project which the City is unable to acquire by voluntary conveyance; and

WHEREAS, upon acquisition of any such Parcels by Limestone County through eminent domain proceedings, said Parcel(s) shall thereafter be conveyed to the City of Huntsville:

NOW THEREFORE, for good and valuable consideration, including the premises, which are incorporated herein by reference, the parties hereby agree as follows:

1. That City of Huntsville, by and through its Real Estate Department, be, and is hereby authorized, empowered, and directed to attempt to acquire the Parcels from the respective owner(s) thereof by voluntary sale, at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.
2. That Limestone County hereby agrees with the City that the County will acquire, at the expense of the City, by eminent domain proceedings, where necessary, any of the Parcels which the City of Huntsville is unable to purchase through voluntary conveyance.
3. That in the event the City is unable to acquire any of the said Parcels, for the purposes aforesaid, through voluntary conveyance from the respective owner(s) thereof, the City of Huntsville is hereby authorized to engage the law firm of Wilmer & Lee, P.A., by and through its attorney Samuel H. Givhan, to file and conduct condemnation proceedings on behalf of the County of Limestone for the acquisition of said property by the process of eminent domain.

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4. That upon acquisition of any such Parcels by Limestone County through eminent domain proceedings, Limestone County agrees to promptly convey said Parcel(s) to the City of Huntsville by statutory warranty deed.
5. That all attorney's fees, costs, and expenses in connection with any voluntary sales transactions or any eminent domain actions shall be paid by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 3<sup>rd</sup> day of August, 2015.

The City of Huntsville, Alabama

By: \_\_\_\_\_  
Tommy Battle, Mayor

Attest: \_\_\_\_\_

Charles Hagood, Clerk Treasurer

Date: \_\_\_\_\_

Limestone County Commission

By: \_\_\_\_\_  
Mark Yarbrough, Chairman

Attest: \_\_\_\_\_

Pam Ball, County Administrator

Date: \_\_\_\_\_

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Stanley Hill, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following contract between The Administrative Director of Courts and Limestone County Commission for Court Referral Officer services effective October 1, 2015 through September 30, 2016. The county will be reimbursed monthly \$2,592.00; the maximum total amount to be reimbursed is \$31,101.50.

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COURT REFERRAL OFFICER CONTRACT  
Between  
THE ADMINISTRATIVE DIRECTOR OF COURTS  
JUDICIAL BRANCH, STATE OF ALABAMA  
and  
Limestone County Commission

This contract is made and entered into by and between the Administrative Director of Courts (hereinafter referred to as the "ADC") and Limestone County Commission (hereinafter referred to as the "Contractor").

Pursuant to the Mandatory Treatment Act of 1990, Section 12-23-4, Code of Alabama 1975, the ADC wishes to contract for Court Referral Officer ("CRO") services with you. Under this contract, the following services will be provided by the Contractor:

1. Work as a court referral officer for 40 hours a week in Limestone County, in accordance with Administrative Office of Courts ("AOC") criteria and the provisions of the Mandatory Treatment Act of 1990 (Section 12-23-1, et seq. Code of Alabama 1975). General supervision and direction of CROs will be provided by local judges, the ADC and the AOC Court Referral Staff in accordance with Section 12-23-4(a), Code.
2. Provide evaluation, referral and placement for defendants who are referred in the above-listed jurisdiction(s). Such services will be provided in accordance with the Operational Screening Criteria, the statewide Court Referral Program Policies and Procedures Manual, as revised from time to time by the AOC, as well as utilizing AOC approved testing instrument(s) authorized by the ADC or his designee in writing.
3. Provide case management plans, monitoring, and drug testing services for all appropriate defendants in accordance with the Operational Screening Criteria, the statewide Court Referral Program Policies and Procedures Manual, and/or the CRO Field Manual, as revised from time to time by the AOC.
4. Monitor compliance by referred defendants with specific court orders.
5. Provide all recordkeeping services required by the AOC concerning all defendants referred for alcohol and drug intervention services pursuant to the Mandatory Treatment Act. Records shall include all financial documents containing information on evaluation, monitoring, drug testing, rescheduling, and any and all other fees collected by the CRO. These records are subject to review at any time, with or without notice. All CRO files are the property of both the AOC and the entity that has the contract for that area. Additionally, provide automated data to the AOC as required in a format compatible with the existing AOC database or any AOC database which may supersede the existing database during this contract period. All reports are due by the 10<sup>th</sup> of each month; reimbursement checks will not be released to you until AOC receives your report; failure to timely submit your monthly

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report may constitute immediate grounds for cancellation of this contract.

a. In order to provide a reputable, credible financial reporting system and to comply with the demands of the technology utilized, partial payments are not to be collected unless specifically ordered by the judge for a particular individual. In such case, a copy of this order must be included in the client's file and accompany each monthly report that includes the partial payment. Aside from this specific judicial order, full payment must be made and a receipt generated upon receiving the full payment for the individual service.

b. Reports should be reviewed by the submitting CRO and Director prior to their submission to AOC. Reports containing errors will not be sufficient for receiving the respective program's monthly reimbursement and funds will be held by AOC until corrected reports are submitted.

6. During the contract period, participate in CRO certification, and all continuing education training programs required by the AOC.

7. Utilize all available education and treatment services for defendants in accordance with the Operational Screening Criteria, policies and procedures established in the CRO Field Manual and the Court Referral Program Policies and Procedures Manual as revised from time-to-time by the AOC.

8. Collect, issue pre-numbered receipts for, and deposit daily in FDIC or FSLIC insured financial institutions, all assessment, monitoring, and indigent offender alcohol and drug treatment fees of defendants referred for alcohol and drug intervention services in accordance with the Mandatory Treatment Act and provide an accounting of such funds in conjunction with the regular annual audit. Such fees shall be forwarded by the tenth day of each month to the State Comptroller as provided by the Mandatory Treatment Act, utilizing standard reporting forms provided by the AOC. A copy of each report must also be provided to the CRO Program Manager at AOC. Failure to timely remit these fees shall constitute grounds for immediate cancellation of your contract. Additionally, you are expressly prohibited from using any defendant fees provided by this paragraph for personal or business use of any kind, as such practice will constitute immediate grounds for cancellation of this contract and may result in criminal prosecution.

9. Provide evaluation, referral, placement, case management plans, drug testing, and monitoring plans for all defendants granted diversion from prosecution for drug offenses established in Section 12-23-5, Code of Alabama 1975, by the prosecutor(s) in your service area.

10. Provide training and technical assistance to the judiciary, law enforcement agencies, treatment programs, and general public in the service area on the services provided/offered under the Mandatory Treatment Act in conjunction with the Court Referral Program staff at AOC.

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11. In addition to these duties, a court referral officer must successfully attend, complete and become fully certified or maintain full certification status as a court referral officer following the annual court referral officer certification program. Failure to become certified, or maintain full certification status as a court referral officer is cause for immediate termination of this contract.
12. Perform such other duties to further the purposes of the Mandatory Treatment Act as directed by the court or the ADC (or her designees).
13. Submit to an annual site visit by the AOC staff to audit adherence to the Court Referral Officer Field Manual. This site visit will be comprehensive every year. The comprehensive site visit will consist of a scoring system, multiple day visits and a jurisdictional Judges & Clerks survey or questionnaire that will determine if the contract will be offered to your agency or program the following year.
14. In order to develop an automated defendant tracking system which is uniform throughout the state, AOC is requiring all CRO contract providers to use MIDAS. This system will be provided by AOC at no charge. All components of MIDAS must be used by the contracting agency to include, but not be limited to reports, forms, accounting, and drug testing. The MIDAS Administrator has the right to immediately revoke or suspend a user or the contracting agency from the use of MIDAS for any detected, suspected or alleged misuse after consultation with, and the approval of, the State Coordinator of Court Referral Programs.
15. The Director must attend in person, or through a designated staff member by proxy all court referral program meetings called by AOC during the certification period. The director must personally attend at least 50% of those meetings.
16. The Contractor's Local Policy and Procedure Manual must accompany this contract at the time of its submission. However, if the Policy and Procedure Manual has not required any updates from the previous year, an email stating so must be submitted to the State Coordinator.
17. In addition to Item 8 above, collect court costs, fines, fees and other assessments owed by defendants upon the discretion of the presiding circuit judge, circuit clerk, and the court referral director. Collection procedures for these monies will be provided by the Administrative Director of Courts or his designee(s).

Specific instructions relative to work to be performed under the terms of this contract will be provided by the ADC, her assigns or successors.



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The Contractor will be reimbursed monthly \$2,592.00 for services performed under the terms of this contract for CRO salaries, FICA, fringe benefits, administrative services, utilities, rent, office supplies and/or travel. The maximum total amount to be reimbursed under the terms of this contract is \$31,101.50. Billing must be provided by the Contractor to the AOC on a monthly basis. The Contractor and the ADC further agree that their mutual responsibilities provided by this agreement shall be contingent upon the availability of funds in the CRO Trust Fund for the performance of the agreement including the reimbursement of expenses, and that such responsibilities shall terminate if said funds cease to be available.

A detailed budget proposal outlining anticipated income and expenditures shall be submitted to AOC no later than November 1, 2015, or no more than 30 days after the effective date of this contract.

Additionally, a detailed year-end actual budget and certified financial statement listing all income and expenditures made during the contract period or an annual audit conducted by a Certified Public Accountant based on generally accepted accounting standards and procedures reflecting all revenue and expenditures for Fiscal Year 2013-14 shall be submitted to AOC by no later than September 30, 2015.

In the performance of his/her contractual obligations hereunder, the Contractor agrees that he/she will at all times indemnify and save harmless the Unified Judicial System, its elected and appointed officials, employees, and agents, including, the ADC, the AOC, the municipal, district, circuit, and other courts, their judges, clerks, registers and employees, from any loss or claim for damages of any nature whatsoever against those parties, arising out of its negligence, gross negligence, or willful misconduct in the performance of this contract by the Contractor, his/her successors or assigns, including claims by third parties. It is expressly understood and agreed by the parties hereto that no liability shall attach to the Unified Judicial System, the ADC, the AOC, or officials, employees, and agents thereof by reason of entry into this contract, except as expressly provided herein.

The Contractor agrees at his own expense to obtain and maintain broad form comprehensive general liability insurance in an amount of not less than \$500,000.00 per occurrence, with umbrella coverage provided for a minimum of \$500,000.00. Such insurance coverage shall be maintained in full force and effect during the duration of this contract and for a period of one year following the expiration of this contract, or any renewal thereof. The Contractor also agrees to ensure that he/she will be bonded in an amount sufficient to cover any potential loss to the State of Alabama based on estimated revenues for the area served by your agency under this contract. Before this contract is effective, the Contractor shall furnish the ADC proof of insurance coverage by a certificate of insurance and proof of adequate bond. The Contractor agrees that he/she will operate in accordance with all applicable federal, state and local laws, ordinances, codes and regulations including, but not limited to, the Civil Rights Act of 1964, as amended; the Americans With Disabilities Act of 1990, as amended; and the Civil Rights Act of 1991, as amended.

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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 2 | 3 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. The contractor understands and agrees that neither he or she, nor his or her employees, agents, volunteers, etc., will be subject to the provisions of, or entitled to the benefits of, the State Merit System Law as a consequence of this contract.

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 there from.

The contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and the contractor shall not begin performing work under this contract until notified to do so by the contracting state department. The contractor is entitled to no compensation for work performed prior to the effective date of this contract.

This contractual agreement will be in effect for the period **October 1, 2015**, through **September 30, 2016**, unless terminated earlier in accordance with the terms of this contract. Payment of all expenses are subject to availability of funds in the CRO Trust Fund. The funding period is from July of the current year to June of the following year. The Funding formula is 85% of the funds will remain with the agency (Contractor) and the remaining 15% will remain with the Administrative Office of Courts (AOC).

This contract may be terminated upon thirty (30) days' written notice by either party. Further, failure to comply with any portion of this contract by the Agency without written approval from the ADC shall constitute sufficient grounds for immediate termination and possible loss of court referral program certification.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

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**MOTION** was made by Jason Black and seconded by Steve Turner to approve the following contract between Tennessee Valley Authority and Limestone County Commission for extension of wave break to provide improved access to Wheeler Reservoir at the Round Island Public Use Area (Cowford). Reimburse up to \$10,000 for remainder of FY15 and up to \$20,000 for FY16.

Contract No. 9804

July 20, 2015

The Honorable Mark Yarbrough, Chairman  
Limestone County Commission  
310 West Washington Street  
Athens, Alabama 35611

Dear Chairman Yarbrough,

This letter agreement sets forth the terms and conditions of a cooperative agreement between the Tennessee Valley Authority (TVA) and the Limestone County Commission (County) for the engineering design, environmental studies, and construction of wave break expansion project as shown on the attached site plan. The expanded wave break will be used to provide additional improved recreational and fishing access to Wheeler Reservoir at the Round Island Public Use Area, TVA Tract No. XWR-92PT, in Limestone County, Alabama.

### **Limestone County will:**

1. Perform responsibilities set forth in Attachment A.
2. Keep and make available for a period of 3 years from the ending date of this Agreement, accurate records and books of accounts showing the items and costs billed under this Agreement, as well as cost data supporting the Agreement proposal. At no expense to LIMESTONE COUNTY and upon reasonable notice, TVA, or its agents, shall have the right to audit without restriction, at any time during normal working hours, the costs incurred in connection with the services performed hereunder and may examine LIMESTONE COUNTY's books and records relating thereto. LIMESTONE COUNTY shall include the requirements of this section in each subcontract hereunder. Any payments to LIMESTONE COUNTY which are not in accordance with Agreement terms or are for costs not supported by LIMESTONE COUNTY's books, records, documents, or other valid evidences shall be subject to refund to TVA.
3. Comply with applicable laws and regulations pertaining to its responsibilities and work in connection with this Agreement. LIMESTONE COUNTY will comply with, to the extent applicable, the following regulatory provisions which are hereby incorporated by reference and are available at <http://supplier.tva.gov> under "Referenced Clauses": Affirmative Action and Equal Opportunity; Asbestos Containing Materials; Officials Not To Benefit; Small Business Policy; Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

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4. LIMESTONE COUNTY will display TVA's logo on permanent project recognition signage located at this project area; name TVA as a project partner in all media releases and social media listings/communications; and invite TVA's executives and board members to the project dedication and/or ribbon cutting ceremony.
5. Provide future inspections of project elements and provide ongoing patrols/law enforcement along with maintenance and operations support for this boat ramp area.

### **TVA will:**

1. Reimburse LIMESTONE COUNTY for actual, reasonable expenses, total amount not-to-exceed Ten Thousand Dollars (\$10,000) for activities described in this Agreement through September 30, 2015 and up to \$20,000 as funding becomes available during the period of October 1, 2015 through September 30, 2016. Payment will be made to LIMESTONE COUNTY by TVA within 45 days after receipt by TVA of an invoice. The invoice should be sent to Tennessee Valley Authority, Accounts Payable Post Office Box 15500, Knoxville, TN 37901-5500.

The TVA purchase order number 805030, itemized expenses, and date shall be referenced on all invoices.

2. Provide such technical advice and assistance including obtaining necessary Section 26a and U.S. Army Corps of Engineers permits as TVA, in its sole discretion, determines it is in a position to provide.
3. The term of the Agreement shall begin July 1, 2015, and shall terminate August 30, 2016, unless otherwise modified or extended by both parties in writing; provided, however, that either party may terminate this Agreement on 30 days written notice to the other. It is understood that LIMESTONE COUNTY's total capital project estimate is \$105,000.

By signing this Agreement, both LIMESTONE COUNTY and TVA acknowledge this is the entire Agreement between TVA and LIMESTONE COUNTY and this Agreement supersedes all other communications, either oral or written, with respect to the subject matter hereof. Neither TVA nor LIMESTONE COUNTY will be bound by, or be liable to the other for any statement, representation, promise, inducement or understanding not set forth herein. No amendments or modifications to this Agreement shall be valid, unless mutually agreed by written agreement executed by TVA and LIMESTONE COUNTY.

If the foregoing correctly reflects our Agreement, please execute your acceptance on both copies of this letter, keep a copy for your records, and return a copy to:

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Gia A. Haslerig  
Contracting Officer  
Corporate Contracts  
Tennessee Valley Authority  
1101 Market St, LP 4W-C  
Chattanooga, TN 37402

If you have questions about this agreement, please call me at (423) 751-8823 or Samantha Hartsell at (256)386-3620.

Kind Regards,

Gia Haslerig  
Contracting Officer

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_.

LIMESTONE COUNTY COMMISSION

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Enclosures  
Attachment A  
ROUND ISLAND Site Plan

ATTACHMENT A

**SUPPORTING DESCRIPTION**

**I. INTRODUCTION**

This Agreement is being established with the LIMESTONE COUNTY COMMISSION (LIMESTONE COUNTY) to support, design, and construct expansion of an existing rip rap wave break, as shown on attached site plan, with a total project estimate of \$105,000. The expanded wave break will provide additional improved recreational fishing access to Wheeler Reservoir at the Round Island Public Use Area.

**II. OBJECTIVE**

To enhance recreation resource benefits to the public and provide safer boating access to Wheeler Reservoir in Limestone County, Alabama.

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**III. SCOPE OF WORK**

The scope of work is to provide any required environmental studies or reports, fees, permits, design and construct an expanded rip rap wave break structure on a site at Tennessee R mile 297.6R and to complement LIMESTONE COUNTY's Round Island (Cowford) Public Use Area. This will provide increased recreation opportunity to Limestone County/region with enhanced safety for the boating public.

**IV. DELIVERABLES AND REPORTING**

LIMESTONE COUNTY will provide by their staff or contract: environmental studies and reports, design plans, construction permits, cost share funding, technical assistance and project management of installation and construction for the project elements of a rip rap wave break. Further, provide future inspections of project elements and provide ongoing patrols/law enforcement along with maintenance and operations support. Provide to TVA an invoice requesting payment/reimbursement for TVA's contract cost-share amount not to exceed Ten Thousand Dollars (\$10,000) for FY 2015, and up to Twenty Thousand Dollars (\$20,000) as funding becomes available.

**V. EQUIPMENT/MATERIAL REQUIREMENTS**

Equipment and/or supplies may be procured as part of this project funding. Such purchases for project purposes will be allowed under this contract.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Stanley Hill to approve the following budget revision for the Sheriff's Office and Detention Facility:

<b>Account Number</b>	<b>Title of Line Item</b>	<b>Amount</b>
001-52200-158	Inmate Medical	+45,000.00
001-52200-240	Utilities	+40,000.00
001-52100-240	Utilities	+35,000.00
001-41110-000	County Property Tax	-120,000.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Stanley Hill, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

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**MOTION** was made by Steve Turner and seconded by Jason Black to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

<b>Proposal No.</b>	<b>Item</b>	<b>Awarded To</b>	<b>Amount</b>
2543	Appraisal Uniforms Revenue Commission Office	Aramark	\$35.38 weekly rental
2547	EMA Incident/Command Center Interior Addition	EMW Construction, Inc.	\$48,000.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Steve Turner to employ Mardra Connor for the part-time position of Homemaker for the Council on Aging, pending drug and alcohol screening.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Steve Turner, aye; Stanley Hill, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Stanley Hill and seconded by Steve Turner to approve Family Medical Leave for Connie Moore beginning August 3, 2015 and ending on September 28, 2015.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Steve Turner, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Stanley Hill to promote Bryant Moss to position of County Engineer effective September 1, 2015; pending approval of contract terms.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Stanley Hill, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison 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.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 3, 2015**

<b>Name</b>	<b>Position</b>	<b>Effective Date</b>	<b>Current Rate Per Hour</b>	<b>New Rate Per Hour</b>
Jonathan Bates	Equipment Operator III	8/01/15	16.99	17.52
Charlie McMeans	Herbicide Operator III	8/18/15	16.99	17.52
Kathy Newman	Custodian	8/28/15	14.37	14.83
Brian Townsend	Equipment Operator III	8/21/15	17.52	18.07

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Steve Turner to approve the following subdivision:

<b>Name</b>	<b>S/D Type</b>	<b>Approval Type</b>	<b>Lots</b>	<b>District</b>	<b>Location</b>
Nancy C. Brown Subdivision	Minor	Preliminary & Final	1	3	East side of Lands End Dr.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

Recessed at 10:24 a.m. until 10:00 a.m. on Wednesday, August 12, 2015, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.