

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 8, 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.

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

Jim Maynard, Martin & Cobey Construction, gave an update on the jail expansion project. He stated the final inspection has been completed, and they're working through the punch list then the project will be complete.

Kelly Howard, Martin & Cobey Construction, gave a construction update on the Courthouse renovations.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Steve Turner to approve the minutes of August 12, 17 & September 2, 2015.

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 Steve Turner and seconded by Stanley Hill to approve the following claims

8/14/15	Check # 34407 – 34446	\$ 354,889.61
8/21/15	Check # 34447 – 34516	\$ 821,541.76
8/28/15	Check # 34517 – 34613	<u>\$ 968,279.88</u>
	TOTAL	\$2,144,711.25

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

MOTION was made by Ben Harrison and seconded by Jason Black to adopt the following Resolution of the Limestone County Commission approving and affirming the Project Plan for TIF D6 as adopted by the Huntsville City Council at its meeting held on August 27, 2015 and agreeing that the increase in ad valorem taxes (excluding the six & one half mills of state ad valorem tax and any increase in the millage of this tax) resulting from the enhancement of the project area of TIF D6 shall be payable to the City of Huntsville until the indebtedness or costs incurred for the project has been paid in full.

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STATE OF ALABAMA

LIMESTONE COUNTY

RESOLUTION OF THE LIMESTONE COUNTY COMMISSION

WHEREAS, the City Council of the City of Huntsville at its meeting held on August 27, 2015, adopted Resolution No. 15 __ creating a tax increment financing district named Tax Increment Financing District 6 ("TIF 06") which resolution has been approved by the Mayor of the City of Huntsville, a copy of which is attached hereto and made a part hereof as if set out in full herein; and

WHEREAS, the Limestone County Commission has made no independent determination as to the certifications and findings contained in the said resolution; and

WHEREAS, the City of Huntsville pursuant to Amendment Number 475 to the Alabama Constitution of 1901, has requested the Limestone County Commission to agree to provide that all increases in ad valorem taxes (excluding the six and one half mills of state ad valorem tax and any increase in the millage of this tax) resulting from the redevelopment or revitalization of TIF 06 shall be payable to the City of Huntsville until the indebtedness or cost incurred for the project set forth in the project plan attached to this Resolution and referred to above have been paid in full.

NOW, THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION that the Limestone County Commission, in reliance upon the Resolution described above, does hereby agree as follows:

1. The Commission approves and affirms the Project Plan for TIF 06 as adopted by the City Council of the City of Huntsville at its meeting held on August 27, 2015, as set forth in Resolution No. 15 -and as approved by the Mayor of the City of Huntsville, a copy of which is attached hereto and made a part hereof as if set out in full herein; and
2. The Commission agrees that the increase in ad valorem taxes (excluding the six and one half mills of state ad valorem tax and any increase in the millage of this tax) resulting from the enhancement of the project area of TIF 06, created by the City of Huntsville, shall be payable to the City of Huntsville until the indebtedness or costs incurred for the project described in the Resolution of the City Council of the City of Huntsville creating TIF 06 has been paid in full. Notwithstanding the foregoing, and Paragraph 3 of Resolution 15 - of the City of Huntsville, TIF 06 may not be dissolved or amended without the consent of the Limestone County Commission.

DONE this the 8th day of September, 2015.

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Limestone County Commission

Mark Yarbrough, Chairman

ATTEST:

Pam Ball
County Administrator

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 authorize the Chairman to execute the following resolution for south bound bridge replacement on SR-3 (US-31) over Swan Creek.

R E S O L U T I O N

WHEREAS, the Limestone County Commission, (hereinafter at times referred to as Governmental Body) is desirous of having certain improvements made to the SR-3(US-31) Southbound Swan Creek Bridge in accordance with plans prepared by the Alabama Department of Transportation and designated as Project No. BR-0003(580), from Station 115+15 to Station 139+30 for a total distance of 0.457 miles.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said projects until and unless the Governmental Body will agree to certain requirements of the Federal Highway Administration. The Governmental Body for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Limestone County Commission, that the plans of said projects including alignment, profile, grades, typical sections and paving layouts as submitted to this Commission and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

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The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said projects and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted. The County shall indemnify and hold harmless the State, the Department, its officers, officials, servants, agents, representatives, and employees in both their individual and official capacities from all suits, actions, or claims for damage done to existing private property, public utilities, or the traveling public due to acts, or omissions, committed on behalf of the agency, its officers, officials, servants, agents, representatives, or employees.

The Commission hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

BE IT FURTHER RESOLVED by the Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not now or in the future permit encroachments upon the right-of-way; and will assist ALDOT in removal of the same. Nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossovers, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project, shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce

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traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County of Limestone.

It is understood and agreed that no changes in this Resolution of Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED AND ADOPTED this the day of 8th day of September, 2015.

ATTEST

County Clerk

Chairman, County Commission

I, the undersigned, Clerk of the County of Limestone, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Commission of the foregoing County, at its regular meeting held on the 8th day of September, 2015, and the same is on file in the office of the County Clerk. Given under my hand and the official seal of such County this 8th day of September, 2015.

County Clerk

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 Jason Black and seconded by Steve Turner to approve the following agreement with ALDOT for intersection improvements at Highway 31 and Huntsville Brownsferry:

**AGREEMENT FOR
ALABAMA TRANSPORTATION
REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIP) 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 intersection improvements (grade, drain, pave, and signals) at US-31 (SR-3) and CR-24 (Huntsville-Brownsferry Road). Length- 0.24 miles
Project# ACOA59669-ATRP(003); LCP# 42-151-13; ATRIP# 42-03-08

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

(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. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.

(4) 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 the PROJECT. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

(5) 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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(6) 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.

(7) 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.

(8) The PROJECT will be administered by the STATE and all cost will be financed , when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.

(9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.

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

Federal ATRIP Funds	\$ 446,208.00
County Funds	\$ 111,552.00
Total (Including E & I)	\$ 557,760.00

(11) 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 (if applicable) as reflected by the bid of the successful bidder plus E & I, 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.

(12) 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.

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(13) 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.

(14) 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.

(15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, in both their official capacities, and their agents and/or assigns.

(16) For all claims not subject to Alabama Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in their official capacities, and their agents and/or assigns from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants, representatives, employees or assigns.

(17) 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.

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

(19) 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 (7/24th law).

(20) 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,

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employees or facilities.

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

(22) 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.

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

(24) 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.

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 t/recipient or the person signing on behalf of the 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,

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or an employee of a Member 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 t/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 sub-recipients shall certify and disclose accordingly.

EXHIBITN

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.

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ADRCLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations 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.

RESOLUTION

BE IT RESOLVED, by the County Commission of Limestone County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The intersection improvements (grade, drain, pave, and signals) at US-31 (SR-3) and CR-24 (Huntsville-Brownsferry Road). Length- 0.24 miles
Project# ACOA59669-ATRP(003); LCP# 42-151-13; ATRIP# 42-03-08

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 8th day of August, 2015.

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 Steve Turner and seconded by Stanley Hill to approve TARCOG Alabama Cares Contract, effective October 1, 2015, unskilled respite, reimbursed \$15

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per hour.

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

MOTION was made by Stanley Hill and seconded by Ben Harrison to approve Emergency Management Performance Grant, Federal EMPG funding in support of comprehensive planning processes that seek to enhance emergency management and catastrophic planning capabilities \$47,595.00.

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

MOTION was made by Jason Black and seconded by Steve Turner to approve the following contract with Dr. Robert E. Pittman, DVM – Limestone Veterinary Clinic, service contract for animal control, \$26,375.00 monthly, effective October 1, 2015 until September 30, 2018.

STATE OF ALABAMA

COUNTY OF LIMESTONE

**CONTRACT
ANIMAL CONTROL SERVICES**

This Contract and Agreement made and entered into by and between Limestone County, Alabama, a political subdivision of the State of Alabama, acting by and through the Limestone County Commission, hereinafter referred to as FIRST PARTY, and the Athens-Limestone Animal Shelter (Dr. Robert E. Pitman), hereinafter referred to as SECOND PARTY, and the same witnesseth:

1. This Contract and Agreement shall be for a term of thirty six (36) months, commencing effective October 1, 2015, and ending at the close of business on September 30, 2018.
2. If this Contract and Agreement is not otherwise amended, any continuation of the contract terms and obligations shall be on a month-to-month basis.
3. SECOND PARTY shall perform all services necessary or proper to receive, house, and dispose of animals delivered to him for disposal by Limestone County Animal Control, Limestone County Sheriff's Deputies, and residents of Limestone

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County. All housing and disposal of animals shall be within the requirements of the laws and regulations of the State of Alabama and United States of America. SECOND PARTY shall be solely responsible for all costs and expense of housing and disposal of animals.

4. FIRST PARTY shall pay to SECOND PARTY the sum of Twenty Six Thousand Three Hundred Seventy Five & 00/100 (\$26,375.00) Dollars per month for such services, payable on the first day of each month commencing October 1, 2015.
5. SECOND PARTY is, and shall be, an Independent Contractor, and shall not be an employee of agent of FIRST PARTY. SECOND PARTY shall control the housing and disposal of animals, subject to the terms and conditions herein contained.
6. SECOND PARTY shall at all times be, and remain, licensed with full authority to perform veterinary medicine and veterinary services in Limestone County, with lawful authority to house and dispose of animals.

WITNESS OUR HANDS AND SEAL, at Athens, Alabama, effective as of the day and year first above written.

LIMESTONE COUNTY COMMISSION

MARK YARBROUGH, CHAIRMAN
FIRST PARTY

ATHENS-LIMESTONE ANIMAL SHELTER
DR. ROBERT E. PITMAN
SECOND PARTY

Annual Amount: \$316,500.00

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 reappoint Brian Johnstone to the Pryor Field Airport Authority Board, effective October 1, 2015 through September 30, 2019.

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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.

MOTION was made by Steve Turner and seconded by Jason Black to suspend the Rules of Order to add a board appointment to the agenda.

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 Steve Turner to appoint David Seibert to the Mental Health Center of North Central Alabama Board, with term ending September 1, 2021.

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 Steve Turner and seconded by Stanley Hill to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2548	New Storage Facility for Limestone County EMA & 911	Postpone until Sept. 21 st meeting	
2550	Tag Registration Forms (License Commission)	Currie Systems	\$2,715.00
2551	One or More Farm or Commercial Tractors (District 2)	Tri-Green Equipment	John Deere 5525 2005 Model Trade in allowance: \$25,250.00 John Deere 5101e 2009 Model Trade in allowance: \$31,000.00 Tractor make & model proposed: John Deere 6115D Total cost of tractor: \$55,225.00

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

MOTION was made by Ben Harrison and seconded by Jason Black to promote Robert Terry Boyd, Jr. to Engineering Foreman.

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 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
John T. Kilgore	District 3 Foreman	9/11/15	33.23	34.27

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 Steve Turner and seconded by Stanley Hill to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Brown's Crossing, Phase 2	Major	Preliminary	46	2	North of US Hwy 72, approx. ½ mile west of Mooresville Rd

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

MOTION was made by Jason Black and seconded by Stanley Hill to certify that the Limestone County Commission has reviewed the bylaws of Community Action Partnership, as amended the 17th day of February, 2015, effective on August 1, 2015.

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.

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MOTION was made by Steve Turner and seconded by Ben Harrison to approve the following Change Orders for Phase III of the Courthouse renovation project; \$42,497.70.

- Garber CO #10 – deleted scheduled epoxy floor system and replace with VCT and Rubber Base; (\$15,050.00)
- Comfort Group CO#5 – deletes urinal in restroom 121 and one urinal in from restroom 222; (\$788.00)
- Comfort Group CO #06 – replaces damaged and missing vent stacks shown on contract drawings to be reused; \$1,800.00
- Pettus CO #06 – replace all existing fan coil units on the first floor; \$67,689.68
- Pettus CO#08 – relocate exhaust duct from small louvers to new rooftop exhaust hood; \$3,846.02
- Veep Electrical CO#01 – deletes the allowance for lightning protection; (\$15,000.00)

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

MOTION was made by Stanley Hill and seconded by Steve Turner to suspend the Rules of Order to add financing for a Mack dump truck to the agenda.

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 Stanley Hill and seconded by Jason Black to approve financing in the amount of \$131,056.00 for 12 months, payable in one lump payment at the end of the lease term, for (1) 2016 Mack GU713 chassis at \$108,317.00 and (1) dump body at \$22,739.00 through Hancock Bank at 1.15% interest and authorizing Resolution giving the Chairman and County Administrator authority to sign the lease purchase documents.

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

MOTION was made by Ben Harrison and seconded by Jason Black to limit the Athens Limestone Hospital appropriation, made by the county, to only the TVA in-lieu of taxes. The Chairman asked if there was any discussion.

The motion was discussed then the motion was withdrawn by movant Ben Harrison without objection.

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MOTION was then made by Ben Harrison and seconded by Jason Black to limit the Athens Limestone Hospital appropriation to \$134,000.00 plus the TVA in-lieu of taxes for fiscal year 2016.

The Chairman asked if there was any discussion. The appropriation was discussed including there being a stated amount for budgeting purposes. Steve Turner made a **MOTION to Table** until the September 21, 2015 meeting. The motion to table died for lack of a second. Discussion was concluded. 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 Steve Turner and seconded by Jason Black to approve the following road improvement projects in District 2.

Road Name	Length in miles	Width in feet	Note	Cost
Boocille Lane	.11	12	Chip Seal	\$1,589.00
Glover Road	.49	16	Chip Seal	\$4,521.00
Pepper Road - east end	.27	12	Chip Seal	\$1,865.00
Bluebird Lane	.19	11	Chip Seal	\$1,177.00
Ashley Lane	.11	10	Chip Seal	\$ 652.00

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 Jason Black to approve the following road improvement project in District 4.

Road Name	Length in miles	Width in feet	Note	Cost
Lakeview Street	.80	14	Chip Seals	\$ 9794.00

The Chairman asked if there was any discussion. Commissioner Harrison said that \$4,400.00 of the cost will be provided by the Limestone County Water & Sewer Authority. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

Recessed at 10:34 a.m. until 10:00 a.m. on Wednesday, September 16, 2015, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.