

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

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.

Kelly Howard, Martin & Cobey Construction Manager, gave an update on the Courthouse renovation project.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Stanley Hill to approve the minutes of September 6 & 14, 2016.

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

9/02/16	Check # 39975 – 40004	\$127,360.30
9/09/16	Check # 40005 – 40071	\$247,839.68
9/13/16	Check # 40072 – 40073	\$127,474.77
9/15/16	Check # 40074 & 27066591504	<u>\$ 9,422.35</u>
	TOTAL	\$512,097.10

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. 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 Steve Turner to authorize the Chairman to execute the following Resolution in Support of the Limestone County Radio Advisory Committee.

**RESOLUTION IN SUPPORT OF THE
LIMESTONE COUNTY RADIO ADVISORY COMMITTEE**

WHEREAS, the Limestone County Emergency Management Agency is the sub-grantee for State of Alabama Homeland Security funds through the Alabama Law Enforcement Agency, and;

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

WHEREAS, each first response agency in Limestone County is eligible for a minimum of \$10,000 to a maximum of \$25,000 in grant funding through this program, and;

WHEREAS, interoperable communications are the program's No. 1 priority, and;

WHEREAS, the Limestone County Radio Advisory Committee has approved working toward upgrading first responders in the county to the APCO P25 trunked radio system which allows agencies to communicate not only with each other but across county lines and state lines, further enhancing response during a disaster/emergency, and;

WHEREAS, first responders in Limestone County currently use seven different radio systems to facilitate public safety communication, causing communication issues among these agencies during a disaster or emergency, and;

WHEREAS, this grant program does not require matching funds but does reflect a commitment from the Limestone County Commission to support efforts to upgrade to the APCO P25 trunked radio system;

NOW THEREFORE, BE IT RESOLVED THAT THE LIMESTONE COUNTY COMMISSION, and Departments of the Limestone County Commission are authorized to work with Limestone County EMA to make application for Homeland Security grant funds in order for those departments to purchase P25/SAFECOM compliant radios; with the number of radios per department being determined by price quotes obtained by EMA.

Mark Yarbrough, Chairman

Adopted this 19th day of September, 2016

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 Ben Harrison to approve the following Resolution to participate in the Secretary of State pilot program on the November 8th election for electronic poll books, at Judge Charles Woodroof's discretion, to be paid by HAVA funds.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

**Resolution
of the
County Commission of Limestone, Alabama**

WHEREAS, the Alabama Legislature adopted Act No. 2016-317 which is effective August 1, 2016 (Act No. 2016-317); and

WHEREAS, Act No. 2016-317 allows the Alabama Secretary of State to implement a project regarding the use of electronic poll books in lieu of the printed lists of qualified voters (the Project) provided for in Section 17-4-2 of the Ala. Code and the poll lists provided for in Sections 17-9-11 and 17-13-7 of the Ala. Code; and

WHEREAS, in order for a county to participate in the Project the consent of both the County Commission and the Judge of Probate must be provided; and

WHEREAS, for the November 8, 2016 Statewide General Election, the Project is intended to be limited in scope for participating counties whereby only a certain number of electronic poll books shall be used in only a limited number of voting precincts per participating county; and

WHEREAS, both the County Commission and Judge of Probate evidence their mutual consent to participate in the Project for the November 8, 2016 Statewide General Election and wish to memorialize this approval by this instrument; now therefore

BE IT RESOLVED, BY THE LIMESTONE COUNTY COMMISSION, that we hereby consent to participate in the Project during the November 8, 2016 Statewide General Election in the county.

APPROVED, This 19th day of September, 2016.

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

With the Consent of the Judge of Probate of Limestone County as APPROVED this 19th day of September, 2016.

Judge of Probate

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

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 Jason Black to amend the following Services Contract for Bonnie Jean Key – Data Processing Operator/Commission Clerk, effective October 1, 2016.

Amendment to Services Contract for Limestone County Commission

Second amendment to Services Contract made and entered into the 17th day of February 2009, by and between Limestone County Commission and Bonnie Jean Key.

PURPOSE

The purpose of this contract is for Bonnie Jean Key to act as Data Processing Operator/Commission Clerk for the Limestone County Commission.

OBLIGATIONS AND SERVICES

It is further understood that any obligations, services, or other terms of this contract shall refer to the services to be provided by Key to the Commission Office.

Bonnie Jean Key shall perform the following services and obligations:

- (a) To work with the Commission Office and report to the County Administrator.
- (b) To follow duties and responsibilities as outlined in the Limestone County Job Description of the Data Processing Operator/Commission Clerk.
- (c) To provide a time card detailing days worked on a weekly basis for payment to be made the following Friday.

COMPENSATION:

The County shall pay Key for time worked an amount not to exceed the annual limitation on earnings as allowed an ERS service retired employee, payable in weekly installments.

TERM; TERMINATIONS

This contractual agreement will be in effect beginning October 1, 2016 for an unspecified period. This contract may be terminated without cause upon either party giving written notice to the other party of that party's intent to terminate the contract.

RELATIONSHIP OF THE PARTIES

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

It is expressly acknowledged by the parties hereto that no relationship of employer and employee is created by this Contract between the County and Key. It is understood and acknowledged that Key is at all times acting and performing this Contract as an Independent Contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract and effective on this 19th day of September, 2016.

Limestone County Commission

Mark Yarbrough, Chairman

Bonnie Jean Key

Attest: _____
Pam Ball, Administrator

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 Steve Turner and seconded by Jason Black to approve the following Outside Agency Service Contract Agreement for a kidney dialysis van driver.

**STATE OF ALABAMA
LIMESTONE COUNTY**

OUTSIDE AGENCY SERVICE CONTRACT AGREEMENT

Agreement made and entered into on the 4th day of February, 2008, by and between Limestone County Commission, Alabama, hereinafter called the "County" and the Athens/Limestone Hospital hereinafter called the "Contractor" and the same witness:

1. The term of this agreement shall be for one year, commencing on the 1st day of October, 2016, and expiring on the 30th day of September, 2017. The contract may be renewed in succeeding years for periods of one year per renewal by and through a proposal/request of the Contractor to provide specified services to the County, and by consent of the County to accept said services with payments made from funds appropriated by the governing body of the County.
2. The County agrees to pay to Contractor the total sum of \$30,890 payable in quarterly payments.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

3. In consideration of the payment of the above sum, the Contractor will provide the following services during the term of this agreement: Contractor will operate a program whereby a hospital driver will transport desiring county residents who are kidney dialysis patients to a local dialysis center at no charge to the patients. Contractor will coordinate with the City of Athens regarding the operation of the bus involved in the transportation.

4. The intent of this agreement is that the Contractor is an independent Contractor and not an employee of the County and Contractor agrees to indemnify the County against any losses by reason of any claim by any party for injuries or damages arising out of the performance by Contractor under the herein agreement including the cost of any attorney fees expended by the County in defense of any such claims.

5. All costs, fees, licenses, etc., that are required by law of the Contractor to carry out the provisions of the herein agreement shall be at the sole expense of Contractor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 19th day of September, 2016.

Mark Yarbrough, Chairman
Limestone County Commission

David Pryor, President
Athens/Limestone Hospital
700 West Market Street
Athens, AL 35611

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 Steve Turner and seconded by Stanley Hill to approve the following Ratification of General Warrant Agreement with First National Bank.

RESOLUTION

WHEREAS, the Limestone County Commission ("Commission") is the governing body of Limestone County, Alabama ("County"); and,

WHEREAS, pursuant to the provisions of Chapter 28 of Title 11 of the Code of Alabama 1975, as amended, the County, by its Commission, is authorized to sell and issue warrants for the purpose of paying the costs of public facilities; and,

WHEREAS, at its meeting on September 6, 2016, the Commission declared it is necessary and desirable and in the best interests of the County and its citizens for the County to sell and/or issue warrant(s) for the purposes of paying (i) the costs of completion of the renovation of courthouse facilities of the County, (ii) the costs of the

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

completion of the renovation of the Limestone County Jail, (iii) the costs of the repair and/or renovation of the roof and/or roofing system of the Limestone County Washington Street Annex, (iv) the issuance costs of any such warrant(s), and (v) any other capital costs permitted by law; and,

WHEREAS, upon making such determination, the Commission resolved to sell and issue a General Obligation Warrant to First National Bank for said purposes in the aggregate principal amount of \$1,600,000.00, with interest at no more than a rate of 2.85%, and for a term of no more than 10 years; and,

WHEREAS, a "General Obligation Warrant" in substantially the form attached hereto as "Exhibit A" has been presented to the Commission for ratification and entry of those terms resolved by the Commission at its meeting on September 6, 2016; and,

WHEREAS, the current existing debt of the County is as follows:

Capital Lease Contracts Payable	\$ 596,272.74
2014 G.O. Warrants Payable	\$ 4,970,000.00
2013 G.O. Warrants Payable	\$ 2,775,000.00
2010 G.O. Warrants Payable	\$ 8,160,000.00
2009 G.O. Warrants Payable	\$ 1,610,000.00
Note Payable	\$ 74,697.52

WHEREAS, as previously determined, the said General Obligation Warrant, in conjunction with the total indebtedness of the County, will not be more than five percent of the assessed value of taxable property in the County for the Fiscal Year ended September 30, 2015; and,

Upon motion having been made by Commissioner Steve Turner, and seconded by Commissioner Stanley Hill, with discussion having been conducted thereon, and a vote taken, with said vote being 3 to 1 in favor thereof, with 1 abstaining,

BE IT RESOLVED that the Chairman of the Commission shall be authorized to execute the General Obligation Warrant, in substantially the form attached hereto, subject to any changes approved by legal counsel, but without any change to the principal amount, interest, and purposes previously approved by the Commission; and,

BE IT FURTHER RESOLVED that the Chairman of the Commission and its County Administrator shall be authorized to execute any and all other documents or instruments that may be necessary or required by or of Purchaser to further the foregoing, up to but not limited to, any disbursement requests and/or authorizations.

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

ADOPTED AND APPROVED this 19th day of September, 2016.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

Mark Yarbrough, Chairman
Limestone County Commission

ATTEST:

Pam Ball, County Administrator
Limestone County Commission

“EXHIBIT A”

STATE OF ALABAMA
COUNTY OF LIMESTONE

GENERAL OBLIGATION WARRANT

Issuer: Limestone County Commission
310 West Washington Street
Athens, AL 35611

Purchaser: First National Bank
Athens
1880 Highway 72 East
Athens, AL 35613

Principal Amount: \$1,600,000.00
Issue Date: _____, 2016
Maturity: _____, 2026
Warrant/Loan No.: 427497500
Account: _____

Purchaser’s Officer No.: 208 Purchaser’s Officer Initials: _____

PROMISE TO PAY. LIMESTONE COUNTY COMMISSION (“Issuer”) promises to pay to FIRST NATIONAL BANK (“Purchaser”), or order, in lawful money of the United States of America, the principal amount of One Million Six Hundred Thousand & 00/100 Dollars (\$1,600,000.00) together with interest on the unpaid principal balance from _____, 2016, calculated as described in the “INTEREST CALCULATION METHOD” paragraph using an interest rate of 2.850% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the “INTEREST AFTER DEFAULT” section.

PAYMENT. Issuer will pay the General Warrant issued in 9 principal payments of \$160,000.00 each and one final principal and interest payment of \$162,330.67. Issuer’s first principal payment is due _____, 2017, and all subsequent principal payments are due on the same day of each year after that. In addition, Issuer will pay regular semi-annual payments of all accrued unpaid interest due as of each payment date, beginning _____, 2017,

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

with all subsequent interest payments to be due on the same day of each half-year after that. Issuer's final payment due _____, 2026, will be for all principal and all accrued interest not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Issuer will pay Purchaser at Purchaser's address shown above or at such other place as Purchaser may designate in writing. All payments must be made in U. S. dollars and must be received by Purchaser consistent with any written payment instructions provided by Purchaser. If a payment is made consistent with Purchaser's payment instructions but received after 4:00 PM Central Time, Purchaser will credit Issuer's payment on the next business day.

INTEREST CALCULATION METHOD. Interest on this Warrant is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Warrant is computed using this method.

PREPAYMENT. Issuer may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Purchaser in writing, relieve Issuer of Issuer's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Issuer's making fewer payments. Issuer agrees not to send Purchaser payments marked "paid in full", "without recourse", or similar language. If Issuer sends such a payment, Purchaser may accept it without losing any of Purchaser's rights under this Warrant, and Issuer will remain obligated to pay any further amount owed to Purchaser. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First National Bank, Main Office, PO Box 289, Pulaski, TN 38478.**

LATE CHARGE. If a payment is 10 days or more late, Issuer will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$15.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Warrant shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Warrant:

Payment Default. Issuer fails to make any payment when due under this Warrant.

Other Defaults. Issuer fails to comply with or to perform any other term, obligation, covenant or condition contained in this Warrant or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Purchaser and Issuer.

False Statements. Any warranty, representation or statement made or furnished to Purchaser by Issuer or on Issuer's behalf under this Warrant or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

Insolvency. The insolvency of Issuer, the appointment of a receiver for any part of Issuer's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Issuer.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Issuer. This includes a garnishment of any of Issuer's accounts, including deposit accounts, with Purchaser. However, this Event of Default shall not apply if there is a good faith dispute by Issuer as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Issuer gives Purchaser written notice of the creditor or forfeiture proceeding and deposits with Purchaser monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Purchaser, in its sole discretion, as being an adequate reserve or bond for the dispute.

Adverse Change. A material adverse change occurs in Issuer's financial condition, or Purchaser believes the prospect of payment or performance of this Warrant is impaired.

Cure Provisions. If any default, other than a default in payment, is curable and if Issuer has not been given a notice of a breach of the same provision of this Warrant within the preceding twelve

(12) months, it may be cured if Issuer, after Purchaser sends written notice to Issuer demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Purchaser deems in Purchaser's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

PURCHASER'S RIGHTS. Upon the occurrence of any default described in the "Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance under this Warrant and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Purchaser, and then Issuer will pay that amount. Upon the occurrence of any other default described in that paragraph, Purchaser may declare the entire unpaid principal balance under this Warrant and all accrued unpaid interest immediately due, without notice, and then Issuer will pay that amount.

ATTORNEY'S FEES; EXPENSES. Purchaser may hire or pay someone else to help collect this Warrant if Issuer does not pay. Issuer will pay Purchaser that amount. This includes, subject to any limits under applicable law, Purchaser's attorneys' fees and Purchaser's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Issuer also may pay any court costs, in addition to all other sums provided by law.

CHOICE OF VENUE. If there is a lawsuit, Issuer agrees upon Purchaser's request to submit to the jurisdiction of the courts of LIMESTONE County, State of Alabama.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

RIGHT OF SETOFF. To the extent permitted by applicable law, Purchaser reserves a right of setoff in all Issuer's accounts with Purchaser (whether checking, savings, or some other account). This includes all accounts Issuer may open in the future, and all accounts containing funds the sources of which are derived from those sources set forth in §11-28-3 of the *Code of Alabama* (1975), as amended. However, this does not include any accounts for which setoff would be prohibited by law. Issuer authorizes Purchaser, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

COLLATERAL. This Warrant is unsecured and shall be a general obligation debt of Issuer.

SUCCESSOR INTERESTS. The terms of this Warrant shall be binding upon Issuer, and upon Issuer's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Purchaser and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Issuer may notify Purchaser if Purchaser reports any inaccurate information about Issuer's account(s) to a consumer reporting agency. Issuer's written notice describing the specific inaccuracy(ies) should be sent to Purchaser at the following address: First National Bank Main Office, PO Box 289, Pulaski, TN 38478.

GENERAL PROVISIONS. If any part of this Warrant cannot be enforced, this fact will not affect the rest of the Warrant. Purchaser may delay or forgo enforcing any of its rights or remedies under this Warrant without losing them. Issuer and any other person who signs, guarantees or endorses this Warrant, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Warrant, and unless otherwise expressly stated in writing, no party who signs this Warrant, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Purchaser may renew or extend this Warrant for such length of time as allowed by law, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Purchaser's security interest in the collateral; and take any other action deemed necessary by Purchaser without the consent of or notice to anyone. All such parties also agree that Purchaser may modify this Warrant without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Warrant are joint and several.

PRIOR TO SIGNING THIS WARRANT ISSUER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS WARRANT. ISSUER AGREES TO THE TERMS OF THIS WARRANT.

ISSUER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS WARRANT.

THIS WARRANT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS WARRANT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

ISSUER:

LIMESTONE COUNTY COMMISSION

BY: _____(Seal)

**MARK YARBROUGH, AS CHAIRMAN OF
LIMESTONE COUNTY COMMISSION**

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

STATE OF ALABAMA
COUNTY OF LIMESTONE

WARRANT DISBURSEMENT REQUEST AND AUTHORIZATION

Issuer: Limestone County Commission
310 West Washington Street
Athens, AL 35611

Purchaser: First National Bank
Athens
1880 Highway 72 East
Athens, AL 35613

Principal Amount: \$1,600,000.00
Issue Date: _____, 2016
Maturity: _____, 2026
Warrant/Loan No.: 427497500
Account: _____

Purchaser's Officer No.: 208 Purchaser's Officer Initials: _____

WARRANT TYPE: This is a Fixed Rate (2.850%) General Obligation Warrant issued by the Limestone County Commission for \$1,600,000.00 due on _____, 2026.

SPECIFIC PURPOSE: The specific purpose of this Warrant shall be for completion of renovations to the Limestone County Courthouse, completion of renovations to the Limestone County Jail, completion of repairs and/or renovations to the roofing system of the Washington Street Courthouse Annex, paying costs of construction, repairs, or renovation to any other of Issuer's public facilities (as may be allowed by law), and for payment of the Warrant of any portions not otherwise used.

DISBURSEMENT INSTRUCTIONS: Issuer understands that no proceeds will be disbursed until all of Purchaser's conditions for purchasing the Warrant have been satisfied. Please disburse the Warrant proceeds of \$1,600,000.00 as follows:

Amount paid to Issuer directly: \$1,600,000.00

Purchasers Check # _____

CHARGES PAID IN CASH: Issuer has paid or will pay in cash as agreed the following charges:

Warrant Obligation Fee: \$2,500.00

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

ISSUER:

LIMESTONE COUNTY COMMISSION

BY: _____(Seal)
MARK YARBROUGH, AS CHAIRMAN OF
LIMESTONE COUNTY COMMISSION

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, nay. Motion carries.

MOTION was made by Jason Black 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
2591	Printing – Security Envelopes (License Commission)	Currie Systems	\$405.49
2592	Holiday Decorations	Holiday Enlightenment	\$19,875.00

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 Steve Turner and seconded by Ben Harrison to approve Family Medical Leave for Randy King beginning September 6, 2016 and ending September 26, 2016.

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.

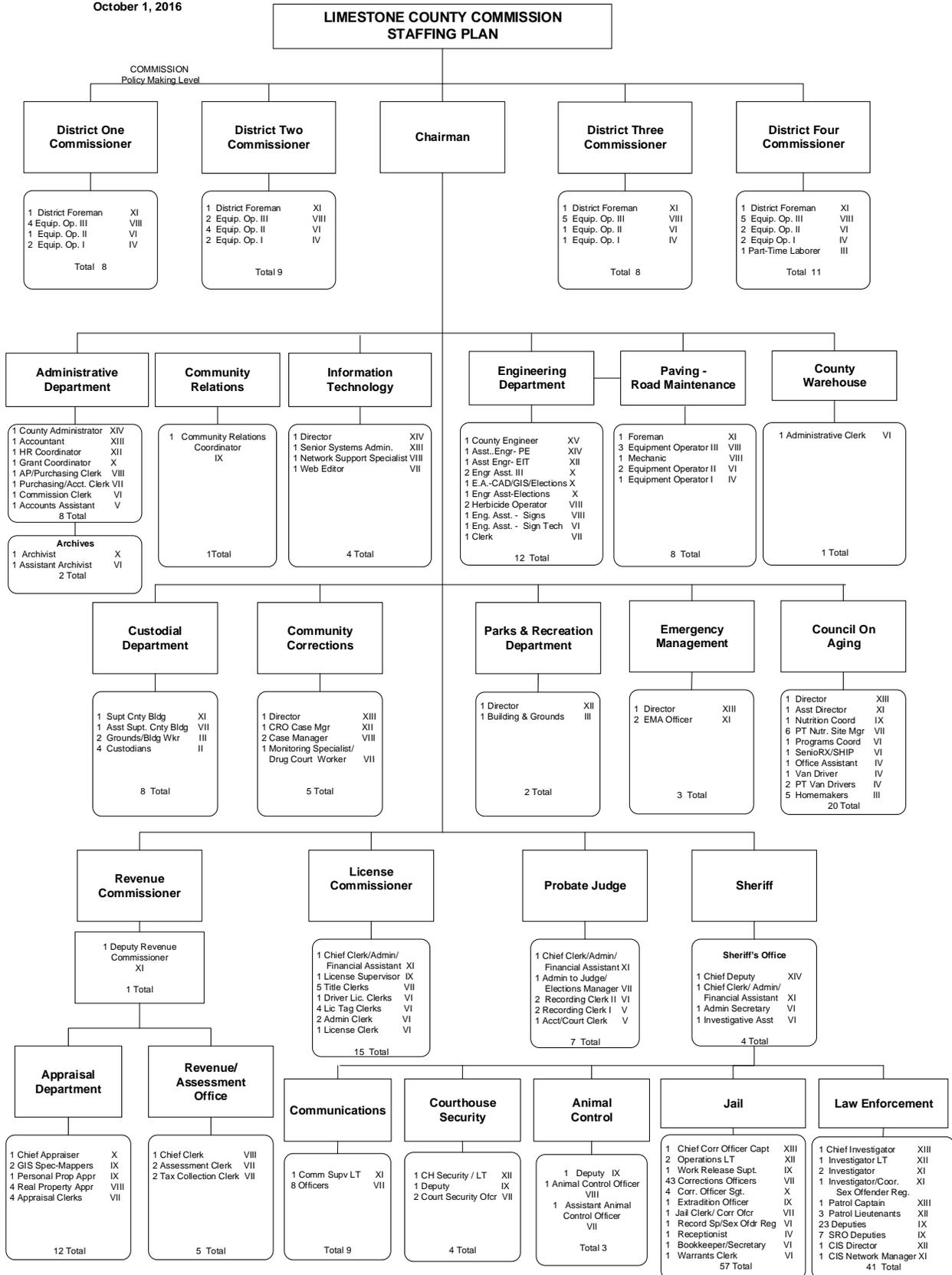
MOTION was made by Stanley Hill and seconded by Steve Turner to employ Steven Andrew Ferguson and Chester Randolph as Corrections Officers.

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 Steve Turner to approve the following Staffing Plan effective October 1, 2016; which includes revising job description of Network Administrator to a Senior Systems Administrator and changing a Deputy employed through a third party agency to a full time position.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

October 1, 2016



MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

Limestone County JOB DESCRIPTION

Job Title: **Senior Systems Administrator**

Department: Information Technology

FLSA: Nonexempt

Grade: XIII

Job Description Prepared: July 2016

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Director

Subordinate Staff: All other IT Staff

Other Internal Contacts: Commissioners; Chairman; County Administrator; Elected Officials; Department Heads; All Other County Staff

External Contacts: Vendors; Telephone Companies; Cable Companies

Job Summary

Under the supervision of the IT Director, the Sr. Systems Administrator is responsible for managing all aspects of the county's computer network system. The Sr. Systems Administrator is responsible for development, implementation, and maintenance of the County's computer systems, as well as supervising and training junior IT staff.

Job Domains

A. Project Management

1. Coordinates internal and external resources during implementation of projects with emphasis on keeping project on schedule and within budget.
2. Assists in the development of project implementation plans and budgets.
3. Develops reports and presentations on a project's status as needed.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

B. Systems Analysis and Design

1. Maintains overall network systems plan.
2. Performs needs analysis and documentation.
3. Researches and analyzes the best solution(s) to meet defined needs.
4. Assists in developing bid specifications for equipment, software, and services.
5. Installs, troubleshoots, and maintains County network system infrastructure.
6. Plans, designs, and implements wiring configurations and network configurations with network support for current and future phones, security systems, digital signage, and media devices.
7. Develops standards to maintain seamless interface to all systems.
8. Collaborates with architects and engineers to ensure plans meet the specifications needed for network systems installation and/or modification.
9. Provides expert analysis and decisions on functions associated with software and hardware configuration of the system(s).
10. Engineers and collaborates with other County departments on the specifications for the design of the County website.

C. Systems Administration, Maintenance and Operation

1. Develops and implements system backup, disaster recovery, and integrity plans for all systems.
2. Develops security plans for all systems.
3. Administers user security for all systems.
4. Maintains and upgrades virtual data center attached to EMC SAN.
5. Maintains and upgrades physical data centers in each County department.
6. Develops and implements maintenance plans on all systems.
7. Performs capacity planning and performance monitoring on all systems and networks.
8. Coordinates and provides oversight as required for all field service work done by technicians and other IT personnel.
9. Verifies the accuracy of tasks performed by outside service providers.
10. Coordinates with contractors to plan, install, and verify software and hardware for County accounting use. Maintains and troubleshoots County accounting software and hardware once installed.
11. Performs programming of network systems as required including switches, routers, firewalls, wireless access points, and other related systems.
12. Configures and maintains fiber optic connections between County, City, and state entities.
13. Engineers and maintains County e-mail and data sharing systems and access.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

14. Troubleshoots and repairs any damage to the County network infrastructure, including: external Internet security, virus control and mitigation, fiber and copper cabling failures, software failures, internal network access and threats.
15. Performs maintenance and upgrades to Network systems as required.
16. Maintains systems inventory.
17. Ensures industry and departmental standards are enforced pertaining to wiring, labeling, naming conventions, methods, and documentation.
18. Develops departmental & enterprise standards as it relates to system implementation and usage.
19. Conducts and/or coordinates user training classes as required.
20. Maintains current knowledge and skill base for the software and hardware systems by attending certified training courses, as well as, keeping certification testing status current.
21. Verifies and validates licensing agreements with vendors for all software purchased by the County and installed on networked machines.
22. Writes management scripts to increase efficiency of system administration
23. Writes custom software to meet the County's needs
24. Performs other duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, policies and procedures.
2. Knowledge of computer applications, i.e., hardware, software, peripherals, etc.
3. Knowledge of computer operating systems, setup and maintenance.
4. Knowledge of supporting, implementing and/or administering networks such as Microsoft Windows Active Directory.
5. Knowledge of network systems including switches, routers, firewalls, wireless access points, and other related systems.
6. Thorough knowledge of TCP/IP and higher level protocols, such as ICMP, HTTP(S), SMB, SMTP, SNMP & NFS.
7. Thorough knowledge of web-based technologies, such as PHP, Perl, MySQL.
8. Thorough knowledge of web server technology, such as Apache and IIS.
9. Extensive knowledge of basic computer diagnosis and repair.
10. Thorough knowledge of premise wiring and fiber for video, voice, and data communications.
11. Thorough knowledge of database design and website design.
12. Knowledge of outside plant wiring and fiber for video, voice, and data communications.
13. Thorough knowledge of word processing and spreadsheet software programs.
14. Knowledge of safety rules including accident causation and prevention.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

15. Thorough knowledge of desktop computer systems and computer peripheral equipment.
16. Knowledge of project management principles, including budgeting.
17. Knowledge in Microsoft SharePoint services, Crystal Reports and SQL Queries, Microsoft Exchange, Microsoft Server OS, and Linux based OS.
18. Reading skills to comprehend and understand highly technical manuals, directives, procedures and instructions.
19. Verbal skills to communicate effectively with elected officials, supervisor, co-workers, and other employees.
20. Writing skills to take field notes, write reports, correspondence and recommendations using correct English, grammar, punctuation, and spelling.
21. Math skills to perform calculations (add, subtract, multiply, divide).
22. Skills to troubleshoot and diagnose hardware and software problems.
23. Ability to plan and organize work in order to set priorities and meet deadlines.
24. Ability to relate highly technical issues and respond to questions at a layman's level of understanding.
25. Ability to monitor the work of others on a specific project.
26. Ability to work independently and make sound technical decisions.
27. Ability to analyze situations and exercise good judgment.
28. Ability to work effectively with hands using various hand tools.
29. Ability to use standard office equipment.
30. Ability to work in tight or confined spaces.
31. Ability to perform duties that may require long periods of standing, stooping, crouching, walking, recurring bending, stretching or similar activities.
32. Ability to work around electric power lines and sources.
33. Ability to climb ladders.

Minimum Qualifications

1. Bachelor's Degree from an accredited college or university with a minimum of four (4) years IT support experience is preferred.
2. Six-to-seven years of IT support experience is preferred.
3. Ability to obtain and maintain Cisco Certified Network Associate (CCNA) within 2 years of employment.
4. Possess a current and valid Alabama driver's license.
5. Ability to travel and stay overnight as required.
6. Ability to work nonstandard hours, including weekends and overtime.
7. Ability to attend additional training, skills development, and other self-improvement courses as deemed necessary by supervisor.
8. Preferred Certification in Microsoft Office.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

Work Environment

The work involves moderate risks or discomforts which require special safety precautions, e.g., working around moving parts, carts, or machines; with contagious diseases or irritant chemicals, etc. Employees may be required to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves or shields.

Physical Demands

The work requires considerable and strenuous physical exertion such as frequent climbing of tall ladders, lifting heavy objects over 50 lbs., crouching or crawling in restricted areas, and defending oneself or others from physical attack.

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 approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Browns Crossing Phase 2	Major	Final	46	2	North of Hwy 72

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 Ben Harrison to revise the Cowford Campground Rates and Rules, effective October 1, 2016.

COWFORD CAMPGROUND

RATES & RULES

Effective 10-1-16

This facility for your convenience and enjoyment. Continued, successful operation of the park depends upon your cooperation and compliance with the following rules and regulations. The park is located on federal property and is patrolled by the Limestone County Sheriff's Department and Athens Police Department, as well as TVA security.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

Rates

- \$24.00 per day
- \$125.00 per week
- \$330.00 per month
- 5% lodging tax

Regulations

- Check in and out by 12:00 noon.
- All fees must be paid in advance; there are no refunds for early departures. If rent is past due, late fees of \$5 per day will be added to rent.
- Camping is permitted at designated areas only. (No tent Camping).
- Only one camping unit per site. Rates are based on family units.
- No more than 8 people, including visitors, are allowed at each campsite without prior approval.
- A maximum of three (3) vehicles may park at each campsite. Boat trailers are counted as vehicles, as well as motorcycles and PWS's. Parked vehicles must not hinder traffic flow or create a safety problem. Motorized vehicles are to be used for transportation only – NOT RECREATION. Golf cart operators must have lights after dark. (NO 4-Wheelers.) Boats tied to pier overnight are in violation of rules.
- Normal length of stay in thirty (30) consecutive days on any one campsite, especially popular riverfront lots. Extension of stay is at the discretion of the campground management. 50% of our non-riverfront lots are seasonal. We close for 2 weeks in December.
- Quiet hours are enforced from 11:00 PM to 7:00 AM. Excessive noise, loud music, and public drunkenness are prohibited. No barking dogs
- All pets must be kept inside or on a leash (not to exceed 6 feet). No attack dogs allowed. (such as Pitt Bulls) No more than two dogs per camper and all pet waste must be picked up and discarded. No not tie dogs outside. No pets allowed in laundry room. Pets must be kept on your lot.
- Do not cut or damage trees. No clothes lines, no yard ornaments or exposed wires on campsite that could be cut by mowing grass. Appliances such as refrigerators must be kept inside. Decorative lights are limited to camper. Do not hang decorative lights on the trees or attach to trees.
- Fires shall be confined to grills or other appropriate facilities.
- Campers are responsible for their own garbage. Garbage must be sealed and placed in dumpster located in the park. Lots must be kept neat and clean. Camp host will post a warning if lot is unacceptable. No decks or permanent structures. Handicap steps must be approved.
- Washing of cars, boats or campers is prohibited.

Emergency numbers: 256-349-6212 weekdays and 256-434-0174 weekends.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

CAMPERS VIOLATING THESE PROCEDURES SHALL BE SUBJECT TO IMMEDIATE REMOVAL FROM THE CAMPGROUND AND ITS PREMISES, AND BE FURTHER SUBJECT TO DENIAL OF FUTURE USE OF THE CAMPGROUND AND ITS PREMISES, WHETHER SUCH FUTURE USE BE AS A RENTER OR GUEST OF A RENTER, OR OTHERWISE.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, 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 Change Order for Bid No. 2581, Data Infrastructure and Audio System and Wiring for the Courthouse;

- Building Systems Technology, Inc. CO #2 – supply and install cable and jacks for the following locations: 4 additional data drops at the first floor entrance, 5 additional data drops for camera connections above ceiling with no faceplate, and 1 additional HDMI located on the Circuit Court Judges Benches. \$1,045.00

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 Jason Black and seconded by Steve Turner to approve the following Change Orders for Phase III of the Courthouse renovation project; \$30,570.92

- Garber Construction Co., Inc. CO #45 – for stripping and refinishing the new wood doors with a stain color that better matches the existing trim; \$18,233.00
- Accel Fire Alarm, Inc. CO #01 – for the replacement of a 6” butterfly valve and a 6” GRV coupling on the existing fire pump loop system; \$975.00
- Veep Electrical Service, Inc. CO #14 – for supplying power to the two instant water heaters at restrooms 002 and 03; \$1,415.42
- Pettus Plumbing & Piping, Inc. CO #10 – for 1-year additional warranties on the Carrier equipment and chiller; \$9,947.50

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 to transfer the following inventory:

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 19, 2016

Transfer from	Transfer to	Item	Inventory or Serial #
EMA	Athens Fire & Rescue	Zumro Air Shelter	3814
EMA	Athens-Limestone EMS	PACE 20' Mass Casualty Trailer	4086
EMA	Athens-Limestone EMS	Three-Line Decontamination Shelter	4093
EMA	Ardmore Police Dept.	Radio Dispatch Console	4621
EMA	Limestone Co. Board of Ed.	Security System	4741
EMA	Limestone Sheriff's Dept.	2006 Ford Van (VIN. # 1FBNE31L36HA84203)	9742/18330
EMA	911 Office	Emergency Notification System	18365

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 Stanley Hill and seconded by Jason Black to approve to sell the following on GovDeals:

Department	Item	Inventory #	Serial #
EMA	Mobile Satellite System	4565	
EMA	55 Kw Onan Generator		L80054417

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 Jason Black and seconded by Stanley Hill to approve the Limestone County Commission FY 2016 – 2017 Budget; in the amount of \$35,731,348.00.

Will insert in minute book.

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.

Chairman Yarbrough announced there will be no increase in Solid Waste fee for FY 2016 – 2017.

Recessed at 10:23 a.m. until 10:00 a.m. on Wednesday, September 28, 2016, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.