

MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 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.

Kelly Howard, from Martin & Cobey Construction, gave the Commission an update on the Courthouse renovation project which will be ready for opening in January.

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 Steve Turner and seconded by Jason Black to approve the minutes of December 5 & 14, 2016.

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 Jason Black to approve the following claims

12/02/16	Check # 41303 – 41357	\$ 368,123.21
12/02/16	Check # 41358	\$ 162,768.62
12/09/16	Check # 41359 – 41447	\$1,141,668.00
12/09/16	Check # 41448	\$ 6,696.00
12/16/16	Check # 41449 – 41507	<u>\$ 413,128.65</u>
	TOTAL	\$2,092,384.48

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 Ben Harrison and seconded by Steve Turner to approve the following reimbursable Agreement with the Limestone County Water & Sewer Authority, for relocation of utilities on Quinn Rd over Beauchamp Branch in District 4, Project # ACBRZ61858-ATRP(011).

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**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

<input type="checkbox"/>	Private Right-of-Way	PROJECT NUMBER	ACBRZ61858-ATRP(011)
<input checked="" type="checkbox"/>	Public Right-of-Way	ATRIP NUMBER	42-05-29
		County	Limestone

THIS AGREEMENT is entered into by and between the County of Limestone acting by and through its County Commission, hereinafter referred to as the **COUNTY**, and LIMESTONE COUNTY WATER AND SEWER AUTHORITY, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the COUNTY proposes a project of certain highway improvements in Limestone County, Alabama, said project being designated as Project No. ACBRZ61858-ATRP(011) and consisting approximately of the following: Bridge Replacement on Quinn Road over Beauchamp Branch; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with construction of said project unless said facilities are relocated; and

WHEREAS, the COUNTY has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the County, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the County's expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans and specifications as approved by the COUNTY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility

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Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. By signing this contract, the COUNTY and UTILITY 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.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. The UTILITY will perform the work of relocation:
- (a) by **UTILITY'S** own forces
 - (b) by contract let by the **UTILITY**
 - (c) by an existing written continuing contract where the work is regularly performed for the **UTILITY**
 - (d) by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the UTILITY'S private right-of-way, the COUNTY will reimburse the UTILITY for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the COUNTY will reimburse the UTILITY for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

a. The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

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b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, is \$32,486.16 The total estimated cost including betterment is \$32,486.16.

c. If an adjustment for betterment is applicable, the COUNTY will reimburse the UTILITY for 100.00 percent of the actual cost of relocation and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the COUNTY reserves the right to recalculate the percentages at any time.

9. The UTILITY will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the STATE.

10. The UTILITY will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the STATE and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at
LCWSA Operations Building
17218 Highway 72 West
Athens, AL 35612

11. The UTILITY will, within six (6) months following completion of the relocation, furnish the COUNTY such papers, records, supporting documents and invoices as may be required by the State showing the cost of said relocation. The UTILITY will furnish the COUNTY a copy of its "as built" plans for the STATE'S records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the COUNTY may deem necessary, the COUNTY will reimburse the UTILITY for the actual cost of such relocation as verified by the COUNTY. In the event the actual verified cost, as accepted, exceeds the estimated cost, the COUNTY may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 13 through 17 set forth below are applicable to this Agreement only if some or all of the UTILITY facilities to be relocated hereunder are located on private right-of-way of the UTILITY; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

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14. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the COUNTY by the UTILITY for review and approval.

15. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the COUNTY by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

16. In the event the UTILITY is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree the COUNTY will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the COUNTY to construct, operate, and maintain said highway will be effective and operative only to such air, surface and subsurface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the COUNTY to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the STATE'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the COUNTY.

17. If the UTILITY is required to relocate any of its facilities which are located on its private right- of-way to a new location on the same private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree, upon completion of the relocation provided for herein, the COUNTY will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private

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right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the COUNTY to construct, operate and maintain said highway will be effective and operative only to such air, surface and subsurface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the COUNTY to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the COUNTY'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the COUNTY.

18. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the COUNTY, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

19. The UTILITY 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 UTILITY, its agents, servants, employees or facilities.

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20. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the COUNTY to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

22. Paragraph 22 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

23. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than \$2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

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 Jason Black to approve the following non-reimbursable Agreement with Athens Utilities for relocation of utilities on Thach Road over an unnamed branch in District 1, Project # ABRZ61859-ATRP(013).

**NON-REIMBURSEABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER ACBRZ61859-ATRP(013)
ATRIP NUMBER 42-05-31
COUNTY LIMESTONE

THIS AGREEMENT is entered into by and between the County of Limestone, acting by and through its **COUNTY COMMISSION**, hereinafter referred to as the **COUNTY**, and ATHENS UTILITIES, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the COUNTY proposes a project of certain highway improvements in Limestone County, Alabama, and project being designated as Project No. ABRZ61859-ATRP(013) and consisting approximately of the following: Bridge Replacement on Thach Road over an unnamed branch; and

WHEREAS, the UTILITY is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the COUNTY has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the UTILITY is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

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1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans as approved by the COUNTY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans are transmitted herewith and made a part hereof by reference. The UTILITY will furnish the COUNTY a copy of its "as built" plans at the completion of the relocation.
2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.
5. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the COUNTY and UTILITY 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.
7. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time such relocation is made.

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8. The UTILITY 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 UTILITY, its agents, servants, employees or facilities.
9. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The COUNTY will furnish the STATE, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the COUNTY to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

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 Stanley Hill and seconded by Ben Harrison to approve the following reimbursable Agreement with the Limestone County Water & Sewer Authority for relocation of utilities on Thach Road over an unnamed branch in District 1, Project # ACBRZ61859-ATRP(013).

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

<input type="checkbox"/>	Private Right-of-Way	PROJECT NUMBER	ACBRZ61859-ATRP(013)
<input checked="" type="checkbox"/>	Public Right-of-Way	ATRIP NUMBER	42-05-31
		County	Limestone

THIS AGREEMENT is entered into by and between the County of Limestone acting by and through its County Commission, hereinafter referred to as the **COUNTY**, and LIMESTONE COUNTY WATER AND SEWER AUTHORITY, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the COUNTY proposes a project of certain highway improvements in Limestone County, Alabama, said project being designated as Project No. ACBRZ61859-ATRP(013) and consisting approximately of the following: Bridge Replacement on Thach Road over an unnamed branch; and

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WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the COUNTY has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the County, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the County's expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans and specifications as approved by the COUNTY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. By signing this contract, the COUNTY and UTILITY 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.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

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6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. The UTILITY will perform the work of relocation:
- (a) by **UTILITY'S** own forces
 - (b) by contract let by the **UTILITY**
 - (c) by an existing written continuing contract where the work is regularly performed for the **UTILITY**
 - (d) by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the UTILITY'S private right-of-way, the COUNTY will reimburse the UTILITY for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the COUNTY will reimburse the UTILITY for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

a. The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, is \$9,648.24 The total estimated cost including betterment is \$9,648.24

c. If an adjustment for betterment is applicable, the COUNTY will reimburse the UTILITY for 100.00 percent of the actual cost of relocation and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the COUNTY reserves the right to recalculate the percentages at any time.

9. The UTILITY will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the STATE.

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10. The UTILITY will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the STATE and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

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17218 Highway 72 West
Athens, AL 35612

11. The UTILITY will, within six (6) months following completion of the relocation, furnish the COUNTY such papers, records, supporting documents and invoices as may be required by the State showing the cost of said relocation. The UTILITY will furnish the COUNTY a copy of its "as built" plans for the STATE'S records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the COUNTY may deem necessary, the COUNTY will reimburse the UTILITY for the actual cost of such relocation as verified by the COUNTY. In the event the actual verified cost, as accepted, exceeds the estimated cost, the COUNTY may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 13 through 17 set forth below are applicable to this Agreement only if some or all of the UTILITY facilities to be relocated hereunder are located on private right-of-way of the UTILITY; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

14. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the COUNTY by the UTILITY for review and approval.

15. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the COUNTY by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

16. In the event the UTILITY is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree the COUNTY will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

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b. The subordination of the UTILITY'S private right-of-way to the right of the COUNTY to construct, operate, and maintain said highway will be effective and operative only to such air, surface and subsurface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the COUNTY to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the STATE'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the COUNTY.

17. If the UTILITY is required to relocate any of its facilities which are located on its private right- of-way to a new location on the same private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree, upon completion of the relocation provided for herein, the COUNTY will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the COUNTY to construct, operate and maintain said highway will be effective and operative only to such air, surface and subsurface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the COUNTY to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the COUNTY'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between

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the UTILITY and the COUNTY.

18. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the COUNTY, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

19. The UTILITY 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 UTILITY, its agents, servants, employees or facilities.

20. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the COUNTY to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

22. Paragraph 22 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

23. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer

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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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than \$2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance.

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 budget revision:

Department	Account Number	Title of Line Item	Amount
Courthouse	112-51002-231	R & M Building	+\$15,000.00
	112-35910-000	Budgetary Fund Balance	-\$15,000.00

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.

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MOTION was made by Ben Harrison and seconded Jason Black to reappoint Tom Norton and Pat King to the Healthcare Authority of Athens Limestone County Hospital Board, with terms ending December 31, 2022.

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 Stanley Hill and seconded by Steve Turner to appoint Henry Pollitz to the E911 Board Place 3 to fill the vacancy of Billy Knight, term ending June 8, 2018. Commissioner Stanley Hill introduced Mr. Pollitz and thanked him for his willingness to serve.

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 Stanley Hill and seconded by Jason Black to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2600	Printing Tag Registration Forms (License Commission)	Currie Systems	\$1,314.00

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 Steve Turner to approve Family Medical Leave for Connie Moore beginning December 13, 2016 and ending February 6, 2017.

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 Family Medical Leave for Matthew Williamson beginning December 8, 2016 and ending January 3, 2017.

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.

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MOTION was made by Steve Turner and seconded by Stanley Hill to approve Family Medical Leave for Theresa Marlin beginning December 13, 2016 and ending January 13, 2017.

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 Steve Turner to transfer the following from a temp-agency to part-time County employees.

- Phil Woodruff – Litter Patrol Driver District 1
- Mark Zirbel - Litter Patrol Driver District 2
- Gary Turner - Litter Patrol Driver District 4

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 employ Kristian King as a Deputy.

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.

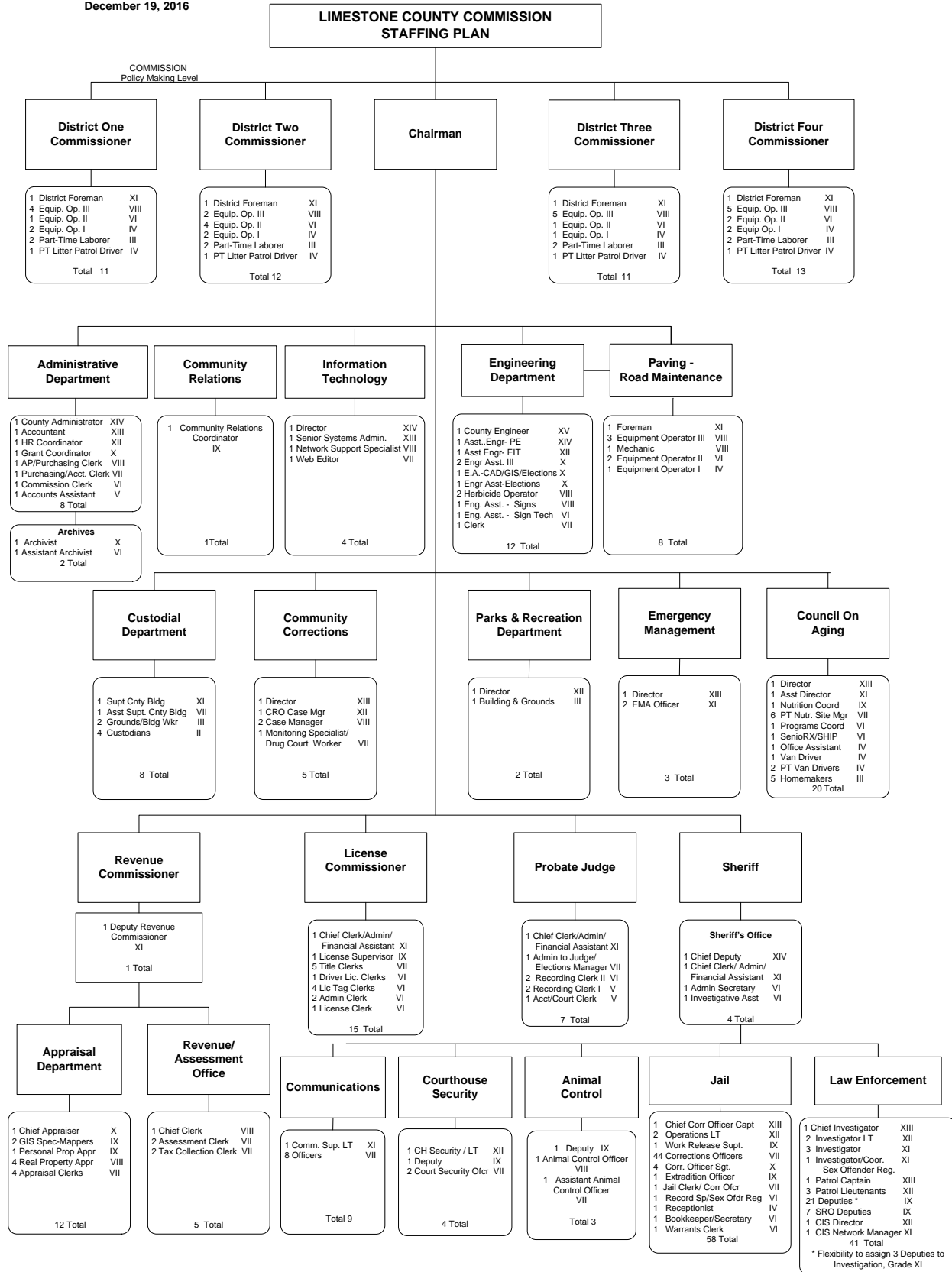
MOTION was made by Jason Black and seconded by Stanley Hill to employ Brandon Smith as a Corrections Officer, effective December 27, 2016.

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 Jason Black and seconded by Steve Turner to revise the Staffing Plan to abolish the County Warehouse Department and transfer the Administrative Clerk to the Jail as a Corrections Officer.

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December 19, 2016



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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 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
Rebekah Davis	Archivist	12/07/16	22.04	22.73
Matthew Dean	Corrections Officer	12/05/16	16.53	17.04
Martin Evans	Deputy	12/03/16	19.95	20.57
David Hargrove	CIS Network Manager	12/14/16	23.62	24.36
Andrew King	Communications Officer	12/07/16	15.55	16.03
Jamie King	Investigator	12/17/16	22.90	23.62
Gil Moore	Deputy	12/07/16	19.95	20.57
Johnny Morell Jr.	Investigator	12/10/16	25.91	26.73
William S. Rogers	Deputy	12/19/16	26.35	27.17
Shannon Thrasher	Deputy	12/01/16	20.15	20.77
Matthew Williamson	Equipment Operator III	12/17/16	18.04	18.61

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 Steve Turner and seconded by Stanley Hill to approve the following Change Orders for Phase III of the Courthouse renovation project; \$106,839.51

- Comfort Group of Alabama, Inc. CO #18 – for rerouting of two toilets that were not draining properly; \$1,943.00
- VEEP Electrical Service, Inc. CO #19 – materials for new pole lights at street and the wall wash lighting; \$104,896.51

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.

Commissioner Black stated the Lucas Ferry bridge should be finishing up this week, which is 100 days less than projected.

Commissioner Harrison said the L & S property clean-up started and hopefully will be completed by the end of the year.

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Chairman Yarbrough thanked Kelly Howard and Robert Littleton for a great job on the Courthouse renovation and Michelle Williamson for the wall-wash lighting. He also thanked R. V. White and Brandon Wallace from the E911 Center for attending the meetings and expressed gratitude to Henry Pollitz for his willingness to serve on the E911 Board. Chairman Yarbrough also acknowledged County Attorney Mark Maclin for his excellent legal advice. He praised I. T. Director Jonathan Yerdon for an outstanding job on the Courthouse project.

Recessed at 10:19 a.m. until 10:00 a.m. on Wednesday, December 28, 2016, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.