

**MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 3, 2017**

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.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Steve Turner and seconded by Stanley Hill to approve the minutes of December 19 & 28, 2016.

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 Steve Turner to approve the following claims

12/20/16	Check # 41508 – 41510	\$ 141,946.22
12/22/16	Check # 41511 – 41570	\$ 223,478.53
12/30/16	Check # 41571 – 41661	<u>\$1,610,401.62</u>
	TOTAL	\$1,975,826.37

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. 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 Ben Harrison to authorize the Chairman to execute the following resolution to submit a grant to ADECA for funding through the Recreational Trails Program on behalf of the Limestone County Commission and the Limestone County Parks and Recreation Board, to be used to repair two bridges, correct erosion problems on the Trail and add two interpretive signs (one at the Sulfur Creek Trestle and one at Elkmont). 80/20 match: Grant amount is \$128,800.00 with \$32,200.00 match for a project amount of \$161,000.00.

**Resolution**

**FY 2017**

**2017 Alabama Department of Economic and Community Affairs,  
Recreational Trails Grant Program**

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WHEREAS, the Limestone County Commission desires, on behalf of its citizens, to make application for and to utilize the funds and resources of the Alabama Department of Economic and Community Affairs FY 2017 Recreational Trails Program; and

WHEREAS, the Limestone County Commission intends to use said funds to make improvements to the Rails to Trails, Richard Martin Trail by repairing two bridges; adding interpretive signage at Sulfur Creek Trestle Bridge and Elkmont Station; repairing serious erosion spots; and conducting a Universal Trail Assessment (half to be paid for by the Limestone County Parks and Recreation Board); and

WHEREAS, said programs are limited to funding a maximum of eighty percent (80%) of the proposed project costs (\$161,000), estimated at \$128,800, which will be used for repairs to the project.

NOW THEREFORE BE IT RESOLVED, that the Limestone County Commission hold in reserve twenty percent (20%) of the proposed project cost, for a total of \$32,200, for the purpose of matching the Recreational Trails Program assistance, and

BE IT FURTHER RESOLVED, that in the event a grant is awarded, the Limestone County Commission understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations.

\_\_\_\_\_  
Mark Yarbrough  
Chairman, Limestone County Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest  
Pam Ball  
County Administrator

The Chairman asked if there was any discussion. Parks & Recreation Director Mike Nave and Grant Coordinator Sonya Anthony briefed the Commission on the pre-application for funding the Rails to Trails. Sonya stated the amount of the grant application had changed from \$151,000 to \$161,000 to include the ADA assessment. She spoke to a representative from ADECA regarding the in-kind services and was told that in-kind services can be 100% of the match. Mike Nave stated that the Parks & Recreation Board has committed \$10,000 to the project. There was discussion from the Commissioners regarding the grant funding and time line. The Administrator called the roll. Stanley Hill, aye; Ben Harrison, nay; Steve Turner, aye; and Jason Black, aye. Motion carries.

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**MOTION** was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute the following resolution to execute an agreement with the State of Alabama and the City of Decatur to administer the “3-C” Transportation Planning Process for the Decatur Metropolitan Planning Area.

**Resolution**

**WHEREAS**, Section 134 of Title 23 of the United States Code and Charter 53 Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance have a continuing, cooperative and comprehensive transportation planning process (commonly referred to as the “3-C” Planning Process) that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and

**WHEREAS**, the Federal Transit Administration and Federal Highway Administration has issued on December 4, 2015, new regulations concerning the metropolitan planning process; and

**WHEREAS**, the City of Decatur has been selected as the designated transportation planning agency for the Decatur Metropolitan Planning Area; and

**WHEREAS**, the State of Alabama receives funds from the Federal Highway Administration and the Federal Transit Administration which includes FHWA Planning funds and FTA Planning funds; and

**WHEREAS**, the State of Alabama has funds available for the designated agency for the “3-C” Planning Process in the Decatur Metropolitan Planning Area.

**NOW THEREFORE** be it resolved by the Limestone County Commission that the Chairman be authorized to execute, and the County Clerk be authorized to attest, an agreement with the State of Alabama and the City of Decatur to administer the “3-C” Transportation Planning Process for the Decatur Metropolitan Planning Area.

\_\_\_\_\_  
Chairman, Limestone County Commission

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
County Clerk, Limestone County Commission

\_\_\_\_\_  
Date

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**AN AGREEMENT CONCERNING A  
TRANSPORTATION PLANNING PROCESS  
FOR THE DECATUR URBANIZED AREA**

**BETWEEN**

**THE COUNTIES OF**

**MORGAN  
LIMESTONE  
LAWRENCE**

**AND**

**THE MUNICIPALITIES OF DECATUR, HARTSELLE,  
TRINITY, PRICEVILLE**

**AND**

**THE STATE OF ALABAMA**

Sec. 1-1

An Agreement concerning a Metropolitan Transportation Planning Process for the Decatur Urbanized Area between the counties of Morgan, Limestone, and Lawrence hereinafter referred to as COUNTIES; the municipalities of Decatur, Hartselle, Trinity, and Priceville;

hereinafter referred to as CITIES and TOWNS; and the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE.

Sec. 1-2

- (a) WHEREAS, section 134 of Title 23 of the United States Code and Chapter 53 Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and
- (b) WHEREAS, the Federal Transit Administration and Federal Highway Administration has issued on December 4, 2015, new regulations concerning metropolitan transportation planning process.

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

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- (a) The parties to this Agreement resolve to support a continuing process for the Decatur Urbanized Area, hereinafter referred to as the "3C PROCESS;" and
- (b) FURTHERMORE, it is understood by the parties to this Agreement that an unwillingness to participate in the "3C PROCESS" may result in the Secretary of Transportation refusing to approve Federal-Aid funds for surface transportation within the Decatur Urbanized Area.
- (c) IT IS agreed and further understood by the parties of this Agreement that by execution of this Agreement upon and on behalf of the STATE, the Governor designates the following as the Metropolitan Planning Organization (MPO) for the Decatur Urbanized Area:
  - (1) The Mayor of each of the municipalities within the transportation planning study area. These municipalities are:
    - City of Decatur
    - City of Hartselle
    - Town of Priceville
    - Town of Trinity
  - (2) Four elected officials of the City of Decatur, to be selected by the City Council.
  - (3) The Chairman of the County Commission of the counties within the transportation planning study area. These counties are:
    - County of Morgan
    - County of Limestone
  - (4) North Region Engineer, State of Alabama Department of Transportation
  - (5) Transportation Planning Engineer, State of Alabama Department of Transportation (non-voting)
  - (6) Division Administrator, Federal Highway Administration (non-voting)
  - (7) Member of Lawrence County Commission (non-voting)
- (d) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO and with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the Governor of Alabama as required under Federal regulations when this Agreement is signed by the Governor. The MPO may add non-voting members to the MPO, as it deems appropriate; and
- (e) IT IS agreed that overall direction of the "3C PROCESS" will be a function of the MPO as identified herein.

Sec. 1-4

- (a) The responsibilities of the MPO will be as follows:
  - (1) Organize and elect a Chairman, Vice-Chairman and establish its rules of procedure and by-laws;
  - (2) Appoint members to the Transportation Technical and Citizens' Advisory Committees;

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- (3) Take official action on Transportation Technical and Citizens' Advisory Committees' recommendations and other matters pertaining to furthering the planning process;
  - (4) Set the transportation study area and Federal-Aid urban area boundaries;
  - (5) Adopt transportation goals and objectives to guide the Decatur Urbanized Area metropolitan planning process;
  - (6) Annually endorse the Unified Planning Work Program (UPWP) which documents the transportation-related planning activities to be performed with planning assistance provided under FTA and FHWA Planning funds for Fixing America's Surface Transportation (FAST) Act and other funding sources;
  - (7) Review and endorse the Transportation Plan to confirm its validity and its consistency with current transportation, and land use conditions as required by the State and Federal regulations;
  - (8) Adopt a Transportation Improvement Program (TIP) that is updated as required by the State and Federal regulations; and
  - (9) Adopt and submit plans and recommendations to participating agencies and local governments.
- (b) IT IS further agreed that representatives of the Transportation Technical Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
  - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirement for certification.
- (c) IT IS further agreed that representatives of the Transportation Citizens' Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
  - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

### Sec. 1-5

- (a) IT IS further agreed that the City of Decatur accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program.
- (b) IT IS further agreed that the City of Decatur accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104F and 49 U.S.C. Chapter 53.
- (c) IT IS further agreed that the City of Decatur will have the following duties and responsibilities:

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- (1) Administration of the study process by the execution of necessary contracts and the provision of financial support necessary for the implementation of the UPWP;
- (2) Arrange meetings, set agenda, and serve as Secretary for the MPO, Transportation Citizens' Advisory Committee, and Transportation Technical Advisory Committee;
- (3) Coordinate the development of the documents and material necessary for the MPO endorsements;
- (4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification; and
- (5) Coordinate the implementation of the planning tasks outlined in the UPWP.

### Sec. 1-6

- (a) IT IS further agreed that the STATE will have the following responsibilities:
  - (1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines; and
  - (2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

### Sec. 1-7

- (a) IT IS recognized by the parties to this Agreement that the CITY will perform the functions required by the Office of Management and Budget 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards).
- (b) IT IS envisioned that the membership of the MPO, as set by this Agreement will work with local planning agencies to insure coordination of the planning process.
- (c) IT IS agreed that the base data, statistics, and projections developed by the CITIES and COUNTIES for comprehensive planning will be available to the MPO planning staff for determining socio-economic and land use data within the Decatur metropolitan study area.

### Sec. 1-8

- (a) IT IS agreed that the Agreement executed between the Counties of Limestone, Morgan, and Lawrence, the municipalities of Decatur, Hartselle, Trinity, Priceville, and the State of Alabama acting by and through the Alabama Department of Transportation Planning concerning a planning process for the Decatur Urbanized Area, entered into on the June 15, 2015, is hereby made null and void.
- (b) IT IS agreed that this Agreement may be terminated by any party which provides the remaining parties written notice sixty (60) days in advance of the termination date. Such notice will be provided by registered mail and the termination date will be determined as that date sixty (60) days from date of delivery.

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- (c) IT IS further agreed that this Agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not advise the COUNTIES, the CITIES, and the TOWNS, by letter within thirty (30) days after assuming office that this Agreement has been discontinued.
- (d) Nothing shall be construed under the terms of this Agreement by the COUNTIES, the CITIES, the TOWNS or the STATE that will cause any conflict with Title 23, Section 15 (1) of the Laws of the State of Alabama (7/24<sup>th</sup> Law).
- (e) The COUNTIES shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTIES shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.  
For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTIES shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTIES pursuant to the terms of this Agreement; or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTIES, its officers, officials, agents, servants, and employees.
- (f) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITIES and TOWNS shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation their officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from or related to the work performed by the CITIES and TOWNS, or their officers, employees, contracts, agents or assigns; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITIES and TOWNS pursuant to the terms of this Agreement; or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless or unskillful acts of the CITIES and TOWNS, their agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITIES and TOWNS, their agents, servants, representatives or employees, or anyone for whose acts the CITIES and TOWNS may be liable.
- (g) By entering into this Agreement, the COUNTIES, the CITIES, and the TOWNS are not agents of the STATE, its officers, employees, agents or assigns. The COUNTIES, the CITIES, and the TOWNS are independent entities from the STATE and nothing in this agreement creates an agency relationship between the parties.



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- (h) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- (i) Notwithstanding any provision of this Agreement to the contrary, the parties agree that any safety data or information protected by 23 U.S.C. §§ 148 (h)(4) and 409 and State law shall be confidential. The parties agree that all crash and traffic data used by the parties for or in transportation improvement plans, highway safety improvement programs and strategic highway safety plans will not be disclosed to third parties without the express written permission of ALDOT. The parties agree that the data shall not be referenced, disclosed, discussed or otherwise made public. The provision of the above data by ALDOT shall not be considered a waiver of 23 U.S.C. §§148 (h)(4) and 409 or State precedent. Upon execution of this Agreement, the parties and their agents, servants, officers, officials and employees in both their official and individual capacities, agree that the data provided pursuant to the above referenced request shall not be discussed, disclosed, used, published or released without prior written consent of ALDOT. If the data in any form should be disclosed, released or published in any manner without the consent of ALDOT or should an attempt be made to use the data in an action for damages against the parties, their officials or employees, then access to the data shall terminate immediately. ALDOT expressly reserves its right under 23 U.S.C. §§ 148 (h)(4) and 409 and State precedent to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama.

ATTEST:

COUNTY OF MORGAN

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman

ATTEST:

COUNTY OF LIMESTONE

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman

ATTEST:

CITY OF DECATUR

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

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ATTEST:	CITY OF HARTSELLE
_____	_____
Clerk	Mayor
ATTEST:	CITY OF TRINITY
_____	_____
Clerk	Mayor
ATTEST:	TOWN OF PRICEVILLE
_____	_____
Clerk	Mayor
ATTEST:	NORTH REGION
_____	_____
Secretary	North Region Engineer

The foregoing agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this 3<sup>rd</sup> day of January, 2017.

**GOVERNOR OF ALABAMA, ROBERT BENTLEY**

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

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

<b>Proposal No.</b>	<b>Item</b>	<b>Awarded to</b>	<b>Amount</b>
2601	Gasoline & Diesel (January 6 – April 5, 2017)	W. H. Thomas Oil Co.	.20 Margin over Rack
2602	Printing Checks (Sheriff's Department)	Printers & Stations, Inc.	\$387.03

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.

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**MOTION** was made by Jason Black and seconded by Steve Turner to employ Anthony Gardner as Engineering Assistant III – Bridge Inspector.

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 Jason Black to approve Family Medical Leave for Matthew Hayes beginning February 1, 2017 and ending February 16, 2017.

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 Stanley Hill and seconded by Jason Black to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

<b>Name</b>	<b>Position</b>	<b>Effective Date</b>	<b>Current Rate Per Hour</b>	<b>New Rate Per Hour</b>
Justin Brown	Equipment Operator III	1/07/17	18.61	19.19
Gary Carroll	Senior Systems Administrator	1/04/17	27.95	28.83
Kayla Holt	Monitoring Specialist/Lab Tech	1/10/17	21.72	22.40
Caleb King	Deputy	1/26/17	19.34	19.95
Cody Lewter	Deputy	1/10/17	24.77	25.54
Sheila Long	Nutrition Coordinator	1/30/17	19.95	20.57
Susan McGrady	Council on Aging Director	1/25/17	27.95	28.83
Moses McGuire	Equipment Operator III	1/05/17	14.33	14.78
Myra Moss	Communications Officer	1/28/17	22.25	22.94
Johnny Smith	Nutrition Site Manager	1/11/17	16.33	16.84
Laura Then	Tax Collection Clerk	1/09/17	19.06	19.66
Christopher Thompson	Corrections Officer	1/21/17	16.53	17.04
Andrew M. Vickers Jr.	Corrections Officer	1/03/17	20.91	21.57
Rita White	EMA Director	1/21/17	39.27	40.50

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 sell a 2003 Ford Explorer (Unit # 600-1) on GovDeals for the Engineering Department.

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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 Ben Harrison and seconded by Jason Black to transfer the following vehicle:

<b>Transfer from</b>	<b>Transfer to</b>	<b>Item</b>	<b>Vin.</b>
Information Tech.	Engineering Dept.	2006 Ford F250	1FTNX20516EA41743

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 Ben Harrison and seconded by Jason Black to approve 2017 Bingo Permits for the Disabled American Veterans Chapter 51 and VFW Post 4765.

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.

Architect Robert Littleton, from Goodwyn, Mills & Cawood, stated he received the close-out documentation for the Courthouse roof.

Recessed at 10:25 a.m. until 10:00 a.m. on Wednesday, January 11, 2017, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.