

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 21, 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 February 6 & 15, 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 Jason Black and seconded by Steve Turner to approve the following claims

2/02/17	Check # 41983 – 42312	\$ 82,500.00
2/03/17	Check # 42313 – 42366	\$172,444.05
2/03/17	Check # 42367	\$ 250.00
2/07/17	Check # 42368	\$ 250.00
2/10/17	Check # 42369 – 42443	\$170,639.05
2/14/17	Check # 42444	<u>\$ 750.00</u>
	TOTAL	\$426,833.10

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. 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 FY 2017 Emergency Management Performance Grant (EMPG) State Cooperative Agreement, CA Number 17EMA, in the amount of \$2,266.00.

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

MOTION was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the ATRIP #42-05-29 Project #ACBRZ61858-ATRP(011) for bridge replacement on Quinn Road over Beauchamp Creek in District 4:

Federal ATRIP Funds	\$639,671.71
County Funds	<u>\$159,917.93</u>
Total (Including E&I and Utilities	\$799,589.64

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

MOTION was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute the following Great Southern Engineering, Inc. (GSE) Underground Storage Tank Closure Site Assessment Agreement for one dual-compartment fuel tank located at the Cherry Street site, in the amount of \$10,000.

**UST Closure Site Assessment
Limestone County Commission Shop
100 Cherry Street, Athens, Alabama
GSE Proposal 17103**

Great Southern Engineering, Inc. (GSE) appreciates the opportunity to submit this proposal to complete the ADEM compliant Underground Storage Tank (UST) Closure Site Assessment at the above referenced property in Athens, Alabama. This proposal includes an outline of our understanding of the project information, proposed scope of services, estimated fees, and work schedule.

PROJECT INFORMATION

The site has one UST, associated piping, and two dispensers. Records indicate the property contains one dual-compartment tank with capacities of 6,000 gallons of diesel and 2,000 gallons of gasoline. This proposed effort will permanently close the tank and associated piping. GSE will provide personnel with HAZWOPER 40-Hour and OSHA 10-Hour Construction training to perform the activities detailed below. An Alabama Registered Professional Geologist trained in UST Closure Site Assessments will be on site to record the activities and collect necessary samples for the Closure Report.

PROPOSED SCOPE OF SERVICES

The objective of our services is to coordinate the closure of the UST and prepare UST closure documentation for submittal to the Alabama Department of Environmental Management (ADEM)-UST Division. The following outlines our proposed scope of services.

- GSE will assist with closure notification documents to the ADEM.
- The Limestone County Commission will provide excavation services to uncover, remove, and load the tank and piping for transport and disposal. The commission will place stockpiled soil generated during the excavation on plastic to await further disposal instructions.
- GSE will provide an Alabama Petroleum Equipment Contractors (ALPEC) contractor certified in UST decommissioning to oversee the excavation, removal, loading, transport, and disposal of the fluids, tanks and piping.
- GSE will rinse the inside of the tank, remove the liquids via vacuum truck, and render the gases inside the tank inert using dry ice. The recovered liquids as well as the tank will be transported to ADEM approved facilities for final disposal. GSE will provide documentation of proper disposal in the final report.
- GSE will conduct soil sampling for chemicals of concern (COC) from the tank pit and piping excavations. Sampling is required from the sides and base of the tank pit, and once every 10 feet along the piping trenches. Composite soil samples will also be collected from the soil stockpile and analyzed for total petroleum hydrocarbons (TPH) to determine the proper soil disposal requirements. Limestone Commission will assist with

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soil sample collection using the excavator.

- Following completion of the field activities, GSE will complete an *ADEM UST Closure Site Assessment Report* documenting the closure activities and submit the report to the ADEM.

EXCEPTIONS

Per the ADEM regulations, groundwater samples are to be collected if the water table is less than five feet below the base of the tank, which will be determined during closure activities. This proposal does not include additional costs associated with the collection of groundwater samples, which will require the advancement of soil borings and construction of temporary piezometers. This proposal does not include costs associated with over excavation of soils or with the transport and disposal of soils removed during the over excavation of soils. This proposal does not include any remedial actions that may be required by the ADEM as result of closure activities.

SCHEDULE

GSE will complete the ADEM Notice of Intent to Permanently Close Underground Storage Tanks or Piping Form 422. ADEM requires that Form 422 is submitted to the department 30 days in advance of tank closure. Based upon our current schedule, we can initiate our work on this project within a week after the 30-day notice. GSE will complete the ADEM UST Closure Site Assessment Report and submit our report within 2 weeks after completion of field activities. However, the actual project schedule may be affected by the response time of the laboratory and ADEM Waste Profile approval if necessary.

COMPENSATION

We propose to provide the above detailed scope of services for the lump sum fee of \$10,000. Should you request additional services, they will be discussed with you and a supplementary fee estimate will be provided prior to initiating such work. We will not initiate any services beyond those included in the base fee, nor will we exceed this fee, without your prior approval.

Should you find this proposal acceptable, please sign and return the attached Services Agreement and we will schedule this work to meet your schedule.

CONSULTING AND SERVICE AGREEMENT - GSE, Inc.

THIS AGREEMENT is made as of the 21st day of February, 2017.
between Limestone County and GSE, Inc.

1. Interpretation. In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of the attachment shall govern.

2. Services. GSE, Inc. agrees to perform for Client the services listed in proposal #17103, attached hereto and executed by both GSE, Inc. and Client.

3. Payment. Client agrees to pay GSE, Inc. for services in accordance with the schedule contained in proposal #17103, attached hereto and executed by both Client and GSE, Inc.

4. Billing. Client shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by GSE, Inc. on a monthly basis. Failure to pay by the first day of the month following the invoice date will result in a late fee. Said late fee will accrue at the rate of 1.5% per month. This 1.5% is calculated upon the outstanding balance. It is the understanding of all parties that the payments are due during the same month that they are billed.

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5. Independent Contractor. GSE, Inc. is an independent contractor and is not an employee of the Client. Client is hereby contracting with GSE, Inc. to perform the services set out in proposal #17103. GSE, Inc. reserves the right to determine the method, manner and mean by which the services will be performed. The order or sequence of the work shall be under the control of GSE, Inc.

6. Termination. GSE, Inc.'s services cannot be terminated or canceled short of completion of the services agreed upon except for GSE, Inc.'s failure to perform the contract's specification as required hereunder. Conversely, subject to Client's obligation to make full and timely payment(s) for GSE, Inc.'s services, GSE, Inc. shall be obligated to complete the services agreed upon and shall be liable for nonperformance of the services to the extent and as provided in this agreement.

7. Client Representative. J. Bryant Moss shall represent the Client during the performance of this contract with respect to the services as defined herein and has authority to execute written modifications or additions to this contract.

8. Applicable law. This Agreement shall be construed in accordance with the laws of the State of Alabama.

9. Limited warranty. GSE, Inc. warrants to Client that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an exhibit and must be executed by both parties.

10. Scope of Agreement. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

11. Additional Work. After receipt of an order that adds to the services, GSE, Inc. may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay GSE, Inc. for such action and expenditure as set forth in this Agreement for payments related to services.

12. Notices. Notices sent to GSE, Inc. should be sent to 3795 Gordon Terry Parkway; Trinity, AL 35673. Notices sent to the Client should be sent to

13. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition of assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.

14. Default. In the event of a default under this Agreement by Client as to any duty, warranty, or undertaking owed to GSE, Inc., which default results in efforts by the GSE, Inc. to remedy same (whether or not a lawsuit is filed), Client shall pay, in addition to such other sum as may be due under this Agreement, all costs and expenses of such efforts, including, but not limited to, reasonable attorneys' fees.

15. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of GSE, Inc. by any of its employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

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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 authorize the Chairman to execute the following Alabama Department of Transportation Confidentiality Agreement for the purpose of allowing Limestone County access to certain sensitive and protected ALDOT information.

CONFIDENTIALITY AGREEMENT

This Agreement between the Alabama Department of Transportation (“ALDOT”) and Limestone County, (“Limestone”), is for the purpose of allowing the Limestone County access to certain sensitive and protected ALDOT information.

The data Limestone County has requested data which is compiled, collected and utilized by the ALDOT for research and planning in its hazard elimination and rail/highway crossing safety improvement programs. The use of this data is governed by §§ 23 U.S.C. 148(h)(4) and 409, which state:

“§ 148(h)(4). Discovery and admission into evidence of certain reports, surveys, and information.

Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists, or other data.”

“§409. Discovery and admission as evidence of certain reports and surveys.

Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or railway-highway crossings, pursuant to sections 130, 144, and 152 of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mention or addressed in such reports, surveys, schedules, lists, or data.

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(Emphasis added)”

In addition, the Alabama Supreme Court has recognized the sensitivity of the data in Ex Parte Alabama Department of Transportation. 757 So. 2d 371 (Ala. 1999).

Accordingly, the requested data is confidential and may not be disclosed to third parties without the express written permission of ALDOT. The requested data is being provided solely and exclusively for the purpose stated in your communication dated <date> (attached) and is otherwise to be treated as confidential. The data shall not be referenced, disclosed, discussed or otherwise made public other than allowed by this Agreement. The provision of this data shall not be considered as a waiver of the provisions of §§ 23 U.S.C. 148(h)(4) and 409.

Upon execution of this Agreement, Limestone County agrees its agents, servants, officers, officials and employees in both their official and individual capacities 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. Furthermore, if the data should be released or published without the consent of ALDOT or should an attempt be made to use the data in an action for damages against the State, ALDOT, its officials or employees, this request for access to data shall terminate immediately, the State and ALDOT expressly reserve their right under §§ 23 U.S.C. 148(h)(4) and 409 to object to the use of the data and concluding any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

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

Department	Account Number	Title of Line Item	Amount
Courthouse	112-51002-231	R & M Buildings	+\$6,000.00
	112-41110-000	Ad Valorem Tax	- \$6,000.00

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 award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

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Proposal No.	Item	Awarded to	Amount
2606	2 or more new Generators (Emergency Management)	Taylor Power Systems	\$18,047.00 each
2607	Office Supplies March 5, 2017 – March 4, 2018 (County Commission)	Staples Advantage	No bids received. Negotiated price for NJPA Cooperative

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 Stanley Hill to approve Family Medical Leave for Sandra Gaines beginning February 15, 2017 and ending February 20, 2017.

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 Jason Black to promote Andrew King to a Deputy.

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 employ the following as Corrections Officers:

- Elizabeth Ann Davis
- Cody James Little

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 Ben Harrison to employ Scott Smith as Equipment Operator I in District 3.

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 Jason Black and seconded by Stanley Hill to employ Chad Kilgore as Part-time Litter Patrol Driver in District 3.

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

MOTION was made by Ben Harrison and seconded by Steve Turner to employ Daniel Reese as Communications Officer at the Sheriff’s Department.

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 Steve Turner and seconded by Jason Black to approve the following merit increase, which is 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
Daphne Ellison	Emergency Management Clerk	2/1/17	32.18	33.19

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 revise the Limestone County Subdivision Regulations as follows:

- Section 2-1-60 c. The division of land into parcels greater than two (2) acres wherein all of the following criteria are met:
- Section 2-1-60 c (iii). There will no additional storm water runoff created.

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 Jason Black and seconded by Steve Turner to approve to sell the following vehicle on GovDeals:

Department	Item	Inventory #	Vin. #
District 3	1998 Chevy Van	9771000	1GCEG15M4W1067853

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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Commissioner Turner reported they are picking up litter three days a week in District 2. They have started a project on Nabors Road and working with the City of Athens on a Nick Davis Road project.

Commissioner Harrison stated they are replacing up to seventeen driveway pipe along Parker Road to get ready for a federal aid project. He reminded drivers to slow down when they see workers on the roadways.

Chairman Yarbrough recognized Grant Coordinator Sonya Anthony for her outstanding job on the Rails to Trails grant she submitted to ADECA. Out of a possible score of 100, Sonya scored 103.5.

Chairman Yarbrough stated that he and Commissioner Turner are on the Solid Waste Board and they have expressed to Republic Services the urgency of preventing trash from flying off their trucks.

Recessed at 10:26 a.m. until 10:00 a.m. on Wednesday, March 1, 2017, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.