

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 16, 2020

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: Daryl Sammet, Steve Turner, and Jason Black. Absent: Ben Harrison. Collin Daly, 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 March 2 & 11, 2020.

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

MOTION was made by Steve Turner and seconded by Daryl Sammet to approve the following claims

3/06/20	Check # 56439 – 56504	\$407,975.60
3/10/20	Check # 56505 – 56690	<u>\$ 20,509.16</u>
	TOTAL	\$428,484.76

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; Daryl Sammet, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Daryl Sammet to authorize the Chairman to execute the following agreement between the Limestone County Commission and the State of Alabama for addition of left turn lanes on U. S. Highway 72 and adding and extending right turn lanes on Mooresville Road, in District 2.

**PRELIMINARY ENGINEERING
AND CONSTRUCTION
AGREEMENT
FOR A
ALABAMA TRANSPORTATION REHABILITATION
AND IMPROVEMENT PROGRAM II PROJECT
BETWEEN THE STATE OF ALABAMA
AND THE LIMESTONE COUNTY COMMISSION
Addition of Left Turn Lanes on SR-2 (US-72) and Adding and Extending Right Turn Lanes
on Mooresville Rd. at SR-2 (US-72)**

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**Project No. ATRP2-42-2020-042
CPMS Ref#100070763 & 100071080**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Limestone County, Alabama (FEIN 63-6001607), hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the addition of left turn lanes on SR-2 (US-72) and adding and extending right turn lanes on Mooresville Rd. at SR-2 (US-72); Project# ATRP2-42-2020-042; CPMS Ref# 100070763 and 100071080.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for State funds in excess of the State’s share of the cost hereinafter set forth. Alabama Transportation Rehabilitation and Improvement Program II (ATRIP II) Funds shall be limited to \$1,410,228.88 for this project. Any deficiency in ATRIP II funds or overrun in project costs will be borne by the COUNTY from COUNTY funds. In the event of an underrun in project costs, the ATRIP II funds will not exceed total project costs.
- B. The estimated cost and participation by the various parties is as follows

<u>PRELIMINARY ENGINEERING</u>	<u>ESTIMATED COST</u>
ATRIP II Funds	\$ 130,000.00
<u>CONSTRUCTION</u>	
ATRIP II Funds	\$1,280,228.88
<u>TOTAL (Inch E&I)</u>	<u>\$1,410,228.88</u>

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.
The approved allocation of funds for projects containing Alabama Transportation Rehabilitation and Improvement Program funds may lapse if a project has not been authorized within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the ATRIP II Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project on COUNTY Right-of-Way and the STATE will furnish all Right-of-Way for the project on STATE Right-of-Way. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.
An initial consultation to determine Right-of-Way requirements shall take place between the STATE and COUNTY prior to authorization of the Construction budget. Any Right- of-Way acquired that will be owned and maintained by the STATE will be acquired by the STATE with associated Right-of-Way acquisition costs as to be an eligible cost to this Agreement. Any Right-of-Way acquired that will be owned and maintained by the COUNTY will be acquired by the COUNTY with associated Right-of-Way costs to not be an eligible cost as part of this Agreement.

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Regarding COUNTY Right-of-Way, work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY.

In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired by the COUNTY shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The STATE will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with STATE forces or with a consultant. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.
- D. The STATE will furnish all construction engineering for the project with STATE forces or with a consultant as an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.
For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.
- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

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If necessary, the COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. The COUNTY 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 COUNTY 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 COUNTY 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 COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.
- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the project work on COUNTY Right-of-Way and maintain the project on COUNTY Right-of-Way in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- B. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any

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and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- C. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- D. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- E. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414 and Act No. 2019-2 (Rebuild Alabama Act).

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the COUNTY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, and N are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

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ATTEST:

Limestone County, Alabama

By: _____
Clerk (Signature)

By: _____
As Chairman (Signature)

Print Name of Clerk

Print Name of Chairman

This Agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Curtis W. Vincent, P.E.
North Region Engineer

D. E. (Ed) Phillips, P.E.
State Local Transportation Engineer

Don T. Arkle, P.E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE
GOVERNOR ON THIS ___ DAY OF _____, 2020

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER

BE IT RESOLVED, by the Limestone County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama
Department of Transportation relating to a project for:

Addition of left turn lanes on SR-2 (US-72) and adding and extending right turn lanes on Mooresville Rd.
at SR-2 (US-72); Project# ATRP2-42-2020-042; CPMS Ref# 100070763 and 100071080.

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

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

I, the undersigned qualified and acting Clerk of Limestone County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Limestone County named therein, at a regular meeting of such Commission held on the 16th day of March, 2020, and that such resolution is on file in the County Clerk’s Office.

ATTESTED:

County Clerk

Chairman

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 16th day of March, 2020.

County Clerk

(AFFIX SEAL)

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

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EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

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During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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- b. Nondiscrimination
In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations. The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
- c. Solicitations
In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.
- d. Information and Reports
The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance
In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,
1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions
The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.
- g. Equal Employment Opportunity- The following equal employment opportunity requirements apply to the underlying contract:
1. Race. Color. Creed. National Origin. Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the County agrees to comply with all applicable equal employment requirements of U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity , Department of Labor," 41 C.F.R. Parts 60 et

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seq., (which implement Executive Order No. 11246, "Equal Employment opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, " 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

1. The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
2. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.
- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

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COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed¹ by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THTRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 16, 2020

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve the following renewal and extension of the Solid Waste Franchise Agreement with CCS Garbage, Inc., beginning April 1, 2020 until March 31, 2023.

**STATE OF ALABAMA
COUNTY OF LIMESTONE**

**RENEWAL AND EXTENSION OF
SOLID WASTE FRANCHISE AGREEMENT**

COMES NOW Limestone County, Alabama (hereinafter called the “Grantor”), and CCS Garbage, Inc. (hereinafter called “Grantee”), effective as of this the 16th day of March, 2020, and hereby agree to renew that certain Solid Waste Franchise Agreement (hereinafter the “Agreement”) originally entered into between Grantor and Grantee on April 1, 2005, as renewed, amended and extended as of March 29, 2017, with said Agreement having been renewed in successive terms of three (3) years each thereafter, with the most recent renewal term beginning April 1, 2017, and expiring on March 31, 2020, as follows:

1. The term of the Agreement is hereby renewed and extended for a period of three (3) years from the 1st day of April, 2020, until March 31, 2023, pursuant to the provisions of Section 2 of the Agreement.

2. Except as hereby renewed, extended, and modified, the Agreement made and entered into as of April 1, 2005, as amended effective March 29, 2017, and as heretofore renewed and extended, shall remain in full force and effect as to all terms and conditions therein contained, including, but in no way limited to, that same shall be subject to cancellation if determined to be in violation of any law, rule or regulation of the State of Alabama, or any agency thereof, in whole or in part, or to be beyond or outside the authority of Grantor to make, extend, and/or renew said Agreement, in whole or in part, and that Grantor shall compensate Grantee at such rate(s) as Grantor is and has compensated Grantee pursuant to the terms of the Agreement, as heretofore renewed, amended and extended.

IN WITNESS WHEREOF, Grantor has caused this Renewal and Extension to be executed by Collin Daly, Chairman of the Limestone County Commission, who is thereunto duly authorized, and Grantee has caused the same to be executed by its President, who Grantee says and represents is duly authorized to execute same, effective as of the date first above written.

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 16, 2020

Limestone County Commission
By: _____
Collin Daly, Chairman

CCS Garbage, Inc.
By: _____
Steve Gatlin, President

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

MOTION was made by Steve Turner and seconded by Jason Black to approve the following Southern Health Partners Amendment #1 to Health Services Agreement, pending County Attorney approval.

**AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT**

This AMENDMENT #1, to Health Services Agreement dated September 18, 2017, between Limestone County, Alabama (hereinafter referred to as “County”, and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as “SHP”), with services commencing on October 1, 2017, is entered into as of this 16th day of March, 2020.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated September 18, 2017, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Section 1.2 is hereby amended and replaced in its entirety by the following:

1.2 The responsibility of SHP for care of an inmate commences with the booking and physical placement of said inmate into the Jail and notification to a member of the SHP medical staff of the same and to the extent SHP medical staff is on-site. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section No. 1.7. SHP shall provide and/or arrange for professional medical, dental, mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

SHP shall be financially responsible for the costs of all SHP physician, mid-level provider and nurse staffing, over-the-counter medications, prescription medications (except as limited as set forth in this Section No. 1.2), medical supplies, on-site clinical lab procedures, x-ray procedures, medically-generated hazardous waste disposal, office supplies, forms, folders, files, travel expenses, long-distance telephone calls, publications and administrative services.

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County acknowledges that certain costs associated with providing medical care to inmates will be accounted for by the annual cost pool described in Section No. 1.5 of this Agreement, including the costs of all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all dental services (inside and outside the Jail), all EKG services (inside and outside the Jail), all tele-medicine consults requested and provided through SHP's tele-medicine provider, all call-backs requested for special on-site services by a professional provider to address non-emergent care needs, all ambulance services, all emergency room services, all hospitalizations, and all other medical and mental health services rendered outside the Jail. All pool costs in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

County further acknowledges that, coinciding with the annual contract renewal, effective October 1, 2018, SHP's financial responsibility for the costs of all prescription medications will be limited to \$54,000.00 per twelve-month annual contract period. SHP will be responsible for up to \$54,000.00 in prescription medication costs per annual contract period, and County will be responsible for all prescription medication costs in excess of \$54,000.00 per annual contract period. In the event the annual limitation is exhausted for any given contract period, SHP will submit invoices to County for one hundred percent (100%) reimbursement of the excess prescription medication costs to SHP, or, at the County's election, such costs may be processed and paid by SHP through the cost pool accounting totals. For all invoices payable to SHP as reimbursement for costs in excess of the annual limit, such amounts shall be payable by County within thirty (30) days of the SHP invoice date.

Should new legislation require substantial or new medical directives to SHP in the provision of services under this Agreement, SHP shall have the ability to seek from the County any additional monies to fund such directives, and, in the event any such agreement for additional monies is not reached, SHP shall have the right to terminate this Agreement, without cause, as provided for in Section No. 6.2(c) of this Agreement.

Section 2.1 is hereby amended and replaced in its entirety by the following:

2.1 Staffing. County acknowledges that, effective April 15, 2020, SHP will provide an on-site staffing plan averaging one hundred seventy-two (172) hours each week, as outlined in the staffing model provided herein for reference. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 16, 2020

Medical Director/Physician Extender (NP/PA) <u>POSITION</u>						Professional Staff
	S	M	W	F	S	HOURS/WK
Medical Team Administrator Nurse	8	8	8			40
Medical Clerk Psychiatric-trained RN						40
Staff Nurse Staff Nurse						8
	12	12				36
			12	12	12	48

a. Holidays. SHP reserves the right to make adjustments to the regular staffing schedule for flexible coverage on SHP-designated holidays.

b. Other Absences. There shall be an allowance for a reasonable number of absences for medical staff vacation, paid time off, and sick days. In the event of any absences in excess of five (5) consecutive days, not to include vacation time or SHP-designated holidays, SHP shall refund the County the cost of the staffing hours on the next month's base fee billing.

c. Medication Passes. SHP staff shall prepare all inmate medications. SHP staff shall, when on-site, pass medications to inmates. Jail staff shall not routinely be responsible for passing inmate medications. However, County acknowledges that in the absence of an SHP nurse on-site, Jail staff shall assume responsibility for administering all inmate medications, without delay, as scheduled per written medication Order.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either will be duly licensed to practice medicine in the State of Alabama, and will be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jail Administrator and other involved County officials. Professional Provider visit times and dates will be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall result in discussions between SHP and the County to renegotiate the contract terms and pricing.

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Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Should medical services fall behind due to situations outside of SHP control, such as those described in Section 4.4, below, and additional hours and/or SHP staff are required to bring services current, the County shall be billed and agrees to pay for the additional time incurred by SHP to bring services current. SHP staff shall document and report such issues of backlogs created by inadequate officer staffing levels and provide notification to the Jail Administrator prior to providing additional nursing hours to bring services current.

Section 2.7 is hereby inserted with a new provision as follows:

2.7 Training of Personnel. SHP will provide annual training courses in Cardiopulmonary Resuscitation (CPR.) and First Aid, as requested by the County. The cost of certification shall be the responsibility of the County. SHP will also provide additional training courses on a variety of topics, at no cost to the County, upon request by the County to SHP. Such training courses will be scheduled by the County and SHP at a mutually agreed upon time and location. It is hereby acknowledged by the parties that any such training would be supplemental to any training required by the State or any other governmental body for correctional officers. The County recognizes and acknowledges that the County shall be responsible for training of its own employees and agents. County training of its own staff shall include training regarding intake and screening, and medical services for inmates, as required by federal and/or state statute, regulation, and/or law.

SHP recognizes that certain training of SHP medical staff may need to be accomplished by the County for the purposes of inmate interaction, and as may be required by statute, regulation and/or law. SHP may require reimbursement of these training period hours if they are over and above the contracted on-site hours as agreed upon within the proposal and this Agreement.

Section 4.4 is hereby inserted with a new provision as follows:

4.4 Officer Staffing Levels. It is understood SHP medical staff are given clearance to work and perform medical functions within the Jail. The County shall be responsible for compliance with any county, state or federal entity requirements or regulations applicable to the County regarding staffing. Should staffing levels of the correctional staff cause the SHP medical staff to be unable to complete its services in a timely manner, SHP medical staff shall document and promptly report any issues of backlogs created by the correctional staffing levels to the Jail Administrator. The County shall upon notification by SHP exercise every effort to bring officer staffing up to levels sufficient to allow SHP medical staff to work and perform its services and medical functions within the Jail. For the purposes of this Section No. 4.4, "timely manner" means unable to complete an initial screening for those patients for whom such is warranted within twenty-four (24) hours of booking, unable to see a patient in response to a routine sick call request within twenty-four (24) hours of said request, and/or unable to see a patient for a history and physical within fourteen (14) days of the date of booking. SHP's inability to

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complete an initial screening, see a patient in response to a routine sick call, and/or to see a patient for a history and physical in a timely manner due to circumstances unrelated to the staffing levels of correctional staff shall not be a breach of this Section.

Section 7.1 is hereby amended and replaced in its entirety by the following:

7.1 Base Compensation. Effective April 15, 2020, coinciding with an increase in the staffing plan, the amount of base contract compensation payable by County to SHP shall increase to the twelve-month annualized price of \$627,041.88 during the term of this Agreement, payable in monthly installments. The twelve-month annualized price shall include all funds establishing the cost pool set forth in Section No. 1.5 of this Agreement.

Monthly installments based on the twelve-month, annualized price of \$627,041.88 will be in the amount of \$52,253.49 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

Section 7.2 is hereby amended and replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 288. Coinciding with the annual contract renewal, effective October 1, 2018, if the average daily inmate population exceeds 288 inmates, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.69 for each inmate over 288. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 288, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 293 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. If there is a sustained decrease in the average daily population, either party may request renegotiation of the contract terms and pricing based on the sustained decrease in inmate population. Any modifications to this Agreement would be made with the full knowledge and agreement of the

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Jail Administrator, Sheriff and other involved County officials, and following appropriate written notification to County.

Section 7.3 is hereby amended and replaced in its entirety by the following:

7.3 Future Years' Compensation. The amount of compensation (i.e., annual base price and per diem rate as defined in Section Nos. 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year. The amount of compensation shall increase by three percent (3%) for each annual renewal period, with the exception of the renewal period effective October 1, 2020, for which there shall be no annual increase.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

LIMESTONE COUNTY, AL BY:

Date:

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.

BY: _____

Jennifer Hairsine, President and Chief Executive Officer

Date: _____

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; and Daryl Sammet, 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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**Bid Proposal No. 2716
FOLEY PRODUCTS COMPANY
ROUND CONCRETE PIPE - PICKED UP
April 1, 2020 – March 31, 2021**

Size	Price Per Foot PICKED UP	24 Feet Price PICKED UP	Customer Installed Price		PRICE TO COVER OWNER SUPPLIED PIPE
			PER FOOT	24 FT.	FLAT FEE
12"	\$17.10	\$410.40	\$31.67	\$760.00	\$350.00
15"	\$14.55	\$349.20	\$29.13	\$699.00	\$350.00
18"	\$16.80	\$403.20	\$31.79	\$763.00	\$360.00
24"	\$24.75	\$594.00	\$41.42	\$994.00	\$400.00
30"	\$35.55	\$853.20	\$54.29	\$1,303.00	\$450.00
36"	\$46.60	\$1,118.40	\$66.58	\$1,598.00	\$480.00
42"	\$59.80	\$1,435.20	\$82.71	\$1,985.00	\$550.00
48"	\$82.40	\$1,977.60	\$109.50	\$2,628.00	\$650.00
54"	\$107.00	\$2,568.00	\$136.17	\$3,268.00	\$700.00
60"	\$136.10	\$3,266.40	\$167.33	\$4,016.00	\$750.00
72"	\$199.10	\$4,778.40	\$232.42	\$5,578.00	\$800.00

ALL PIPE SIZES AVAILABLE FOR PICKUP AT THE ATHENS YARD

**Bid Proposal No. 2716
FOLEY PRODUCTS COMPANY
ROUND CONCRETE PIPE - DELIVERED
April 1, 2020 – March 31, 2021**

Size	Price Per Foot DELIVERED	24 Feet Price DELIVERED
12"	\$19.10	\$458.40
15"	\$16.10	\$386.40
18"	\$18.65	\$447.60
24"	\$27.50	\$660.00
30"	\$39.50	\$948.00
36"	\$51.75	\$1,242.00
42"	\$66.50	\$1,596.00
48"	\$91.10	\$2,186.40
54"	\$117.70	\$2,824.80
60"	\$152.30	\$3,655.20
72"	\$217.20	\$5,212.80

****DELIVERED PRICES- based on full truckloads ONLY****

Plugs not included

Plugs:

Box of 25-\$55.00

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**Bid Proposal No. 2716
FOLEY PRODUCTS COMPANY
ARCHED CONCRETE PIPE
(Picked Up)**

April 1, 2020 – March 31, 2021

Size	Price Per Foot	24 Feet Price	Customer Installed Price		Price to Cover Owner Supplied Pipe
			PER FOOT	24 FT.	FLAT FEE
15" (11x18)	\$24.00	\$576.00	\$38.58	\$926.00	\$350.00
18" (13x22)	\$28.80	\$691.20	\$43.79	\$1,051.00	\$360.00
24" (18x28)	\$40.80	\$979.20	\$57.46	\$1,379.00	\$400.00
30" (22x36)	\$57.90	\$1,389.60	\$76.67	\$1,840.00	\$450.00
36" (27x44)	\$77.05	\$1,849.20	\$97.04	\$2,329.00	\$480.00
42" (31x51)	\$104.45	\$2,506.80	\$127.38	\$3,057.00	\$550.00
48" (36x58)	\$134.25	\$3,222.00	\$161.33	\$3,872.00	\$650.00

ALL PIPE SIZES AVAILABLE FOR PICKUP AT THE ATHENS YARD

**Bid Proposal No. 2716
FOLEY PRODUCTS COMPANY
ARCHED CONCRETE PIPE - DELIVERED**

April 1, 2020 – March 31, 2021

Size	Price Per Foot	24 Feet Price
15" (11x18)	\$26.00	\$624.00
18" (13x22)	\$31.20	\$748.80
24" (18x28)	\$44.21	\$1,061.04
30" (22x36)	\$62.73	\$1,505.52
36" (27x44)	\$83.46	\$2,003.04
42" (31x51)	\$112.81	\$2,707.44
48" (36x58)	\$144.55	\$3,469.20

****DELIVERED PRICES-based on full truckloads ONLY****

Plugs not included

Plugs:

Box of 25-\$55.00

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**Bid Proposal No. 2717
Rogers Group, Inc.
CRUSHED LIMESTONE
(Picked Up)**

April 1, 2020 – March 31, 2021

Tanner Quarry
Phone: 256-580-2840

West Huntsville Quarry
Phone: 256-216-1855

Washed Paving Rock #5, #6, #7, #56, #57, #67, #78, #89	Crusher Run	Crushed Limestone Screenings	Pug Mix Type B	Surge Rock	Rip Rap Class 1 or 2	Block Material
\$14.50/Ton	\$11.50/Ton	\$11.50/Ton	\$12.00/Ton	\$12.00/Ton	\$16.00/Ton	\$13.00/Ton

**Bid Proposal No. 2718
Rogers Group, Inc.
CRUSHED LIMESTONE
(Delivered)**

April 1, 2020 – March 31, 2021

Tanner Quarry

Washed Paving Rock #5, #6, #7, #56, #57, #78, #89	Crusher Run	Crushed Limestone Screenings	Pug Mix Type B	Surge Rock	Rip Rap Class 1 or 2	Block Material
\$18.90/Ton For all Districts	\$15.95/Ton For all Districts	\$15.95/Ton For all Districts	\$16.50/Ton For all Districts	\$16.50/Ton For all Districts	\$20.55/Ton For all Districts	\$17.55/Ton For all Districts

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**Bid Proposal No. 2719
PLANT MIX
(Picked Up & Delivered)
April 1, 2020 – March 31, 2021**

Note: Purchases should be based on jobsite location, travel distance to plant and type of mix being produced.

*******PRIMARY VENDOR*****
Reed Contracting Services, Inc.**

	Picked Up Price	Delivered
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$61.00	\$69.00
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$59.00	\$67.00
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$58.00	\$66.00
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$56.00	\$64.00
424B-634 Superpave Bituminous Concrete Upper Binder Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$61.00	\$69.00
424B-634 Superpave Bituminous Concrete Upper Binder Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$59.00	\$67.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$58.00	\$66.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$56.00	\$64.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B	\$54.00	\$62.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$52.00	\$60.00

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**PLANT MIX
*****FIRST BACKUP VENDOR*****
Midsouth Paving, Inc.**

	Picked Up Price	Delivered
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$63.00	\$73.00
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$63.00	\$73.00
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$63.00	\$73.00
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$63.00	\$73.00
424B-634 Superpave Bituminous Concrete Upper Binder Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$63.00	\$73.00
424B-634 Superpave Bituminous Concrete Upper Binder Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$63.00	\$73.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$63.00	\$73.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$63.00	\$73.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B	\$53.00	\$63.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$53.00	\$63.00

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*******SECOND BACKUP VENDOR*******

Wiregrass Construction Co, Inc.

Trinity & Huntsville

	Picked Up Price	Delivered
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$73.00	\$86.00
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$73.00	\$86.00
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$70.00	\$83.00
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$70.00	\$83.00
424B-634 Superpave Bituminous Concrete Upper Binder Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$73.00	\$86.00
424B-634 Superpave Bituminous Concrete Upper Binder Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$73.00	\$86.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$70.00	\$83.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$70.00	\$83.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B	\$62.00	\$75.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$62.00	\$75.00

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**Proposal No. 2720
 Ozark Striping Company, Inc.
 TRAFFIC STRIPING
 April 1, 2020 – March 31, 2021**

Description	Cost
Permanent Traffic Stripe (4" Wide)	
• Broken Yellow (Class 1, Type A)	\$325.00 per mile
• Solid Yellow (Class 1, Type A)	\$625.00 per mile
• Solid White (Class 1, Type A)	\$625.00 per mile
• Broken White (Class 1, Type 1)	\$325.00 per mile
• Broken Yellow (Class 2T, Type A)	\$935.00 per mile
• Solid Yellow (Class 2T, Type A)	\$1,725.00 per mile
• Solid White (Class 2T, Type A)	\$1,725.00 per mile
• Broken White (Class 2T, Type A)	\$935.00 per mile
Permanent Traffic Stripe (5" Wide)	
• Broken Yellow (Class 1, Type A)	\$340.00 per mile
• Solid Yellow (Class 1, Type A)	\$650.00 per mile
• Solid White (Class 1, Type A)	\$650.00 per mile
• Broken White (Class 1, Type A)	\$340.00 per mile
• Broken Yellow (Class 2T, Type A)	\$990.00 per mile
• Solid Yellow (Class 2T, Type A)	\$1,900.00 per mile
• Solid White (Class 2T, Type A)	\$1,900.00 per mile
• Broken White (Class 2T, Type A)	\$990.00 per mile
Temporary Stripe (4" Wide)	
• Broken Yellow (Class 1, Type A)	\$775.00 per mile
• Solid Yellow (Class 1, Type A)	\$800.00 per mile
• Solid White (Class 1, Type A)	\$800.00 per mile
• Broken White (Class 1, Type A)	\$775.00 per mile
Markings & Legends	
• Traffic Control Markings (Class 1, Type A)	\$2.00 per square foot
• Traffic Control Legends (Class 1, Type A)	\$3.00 per square foot
• Traffic Control Markings (Class 2, Type A)	\$4.75 per square foot
• Traffic Control Legends (Class 2, Type A)	\$5.00 per square foot
Pavement Markers	
• Class A-H (All Types)	\$5.00 each

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**Bid Proposal No. 2721
Stein, Inc.
STEEL SLAG**

April 1, 2020 – March 31, 2021

1/2" x 0" Crusher Run	3/8" x 0" #899	3/4" x 3/8" #6	1" x 4" EAF	1" x 4" LRS Debris	1/2" x 0" LRS Fines
\$3.00 per ton	\$9.50 per ton	\$4.75 per ton	\$2.20 per ton	\$1.20 per ton	N/A

Proposal No.	Item	Awarded to	Amount
2722	Crusher Run Limestone Picked Up & Self Load	Rogers Group	\$6.50 per ton

**Bid Proposal No. 2723
HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL
DELIVERED & PICKED UP**

**ADVANCED ASPHALT PRODUCTS, LLC
PICKUP LOCATION: Jasper, AL
April 1, 2020 – March 31, 2021**

PICKED UP - BULK	DELIVERED - BULK
\$75.00/Ton	\$84.50/Ton
PICKED UP -50LB. BAGS	DELIVERED – 50LB. BAGS
\$10.00	\$12.00
PICKED UP - 5 GAL. PAILS	DELIVERED – 5 GAL. PAILS
\$12.00	\$15.00

NOTE: ADVANCED ASPHALT PRODUCTS IS TO BE THE PRIMARY VENDOR WITH EAGLE UTILITIES & VAULT CO. AS A "BACK-UP" VENDOR IF MATERIAL IS NOT AVAILABLE FROM ADVANCED ASPHALT PRODUCTS.

**BACK-UP VENDOR:
EAGLE UTILITIES & VAULT CO.**

PICKED UP - BULK	DELIVERED - BULK
\$540.00/Ton Super Sack	\$565.00/Ton Super Sack
PICKED UP -50LB. BAGS	DELIVERED – 50LB. BAGS
\$15.25	\$15.25
PICKED UP - 5 GAL. PAILS	DELIVERED – 5 GAL. PAILS
\$27.00	\$29.00

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**Proposal No. 2724
GUARDRAIL & END ANCHOR
ALABAMA GUARDRAIL, INC.
April 1, 2020 – March 31, 2021**

Description	Cost
<ul style="list-style-type: none"> Type 10 Series End Anchors complete and installed 	\$2,975.00 Each
<ul style="list-style-type: none"> Type 13 Series End Anchors complete and installed 	\$1,850.00 Each
<ul style="list-style-type: none"> Steel Beam Guardrail, Class A, Type 2 complete and installed 	\$35.00 per Foot
<ul style="list-style-type: none"> Type 20 Series End Anchors complete and installed 	\$3,600.00 Each

**Bid Proposal No. 2725
ASPHALT PLANT MIX LAID IN PLACE**

**REED CONTRACTING SERVICES, INC
April 1, 2020 – March 31, 2021**

Description	Unit Price
Mobilization to Project Site	\$1,500.00 Each
Bituminous Concrete Plant Mix (leveling or seal) 1/2" Mx. Aggregate Size Mix	\$71.50/Ton
Bituminous Concrete Plant Mix (leveling or seal) 3/4" Max. Aggregate Size Mix	\$65.75/Ton
Bituminous Concrete Binder Layer, Leveling 3/4" Max. Aggregate Size Mix	\$75.00/Ton
Bituminous Concrete Binder Layer, Patching 3/4" Max. Aggregate Size Mix	\$135.00/Ton
Bituminous Concrete Base Layer, Widening 3/4" Max. Aggregate Size Mix	\$90.00/Ton
Aggregate Surfacing, 1 1/2" Down Crusher Run	\$29.00/Ton
Planing Existing Pavement Approximately 1" thru 2"	\$11.50/Square Yard

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Proposal No.	Item	Awarded to	Amount
2726	Gas & Diesel (April 6, 2020 – July 5, 2020)	W. H. Thomas Oil Company	30¢ margin over rack

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

MOTION was made by Jason Black and seconded by Daryl Sammet to hire Robert Allen Aldridge as Superintendent of County Buildings, pending drug screening.

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

MOTION was made by Steve Turner 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.

Name	Position	Effective Date
Kelly Adams	Appraisal Clerk	4/23/20
Brenda Bridgeforth	Council on Aging - Homemaker	4/07/20
Casey Burroughs	Communications Officer	4/19/20
Mitzi Cooley	License Tag Clerk	4/07/20
Bryant Hardaway	Network Support Specialist II	4/04/20
Krystal Hines	Real Property Appraiser	3/04/20
Joseph Jackson	Equipment Operator II	4/07/20
Darron Lewter	Grounds/Building Worker	4/07/20
Joey Liginfelter	Corrections Corporal	3/07/20
Daniel Reese	Communications Officer	2/27/20
Wanda Reese	Investigative Assistant	4/04/20
William L. Royals	Chief Investigator	4/07/20
Rickey Smith	Asst. Superintendent County Buildings	4/08/20
Leigh Todd	Appraisal Clerk	4/29/20
Michelle Williamson	Public Relations Coordinator	4/20/20
Tracy Wooldridge	Nutrition Site Manager	4/05/20

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

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MOTION was made by Steve Turner and seconded by Jason Black to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Highland Ridge	Major	Preliminary	96	2	Southwest corner of Nick Davis Rd & Jones Rd intersection
Glover Estates	Minor	Preliminary & Final	8	2	North side of Glover Rd approx. 1000' east of Newby Chapel Rd

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

MOTION was made by Jason Black and seconded by Daryl Sammet to suspend the Rules of Order to add a GovDeals item to the agenda.

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve to sell the following on GovDeals:

Department	Item	Inventory #	Serial #
District 4	Caterpillar Motor Grader	17528	72V610

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve to schedule a Public Hearing for April 20, 2020 regarding a petition to change the name of a portion of Red Hill Hollow Road to Abigail Lane.

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

Commissioner Sammet said the herbicide spraying program has begun and reminded property owners to mark any area not to be sprayed with a visible "NO SPRAY" sign.

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Commissioner Black gave the 2020 County Legislative Report from the Association of County Commissions of Alabama. He discussed the final passage of SB140 establishing a statewide emergency notification system; Senate passage of SB154 expanding membership of Employee' Retirement System Board; and, movement of SB277 allowing counties and Department of Corrections to partner on inmate housing.

Chairman Daly requested a suspension of the Rules of Order to add a Resolution to the agenda to change work sessions.

MOTION was made by Jason Black and seconded by Steve Turner to suspend the Rules of Order to approve to add a resolution to change the work sessions.

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

MOTION was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute a resolution to change the day, location, and time of its work sessions.

The Chairman asked if there was any discussion. Chairman Daly stated agenda items should be received by 4:30 on Thursday prior to the work session. County Attorney Mark Maclin stated that other counties have a determined cut-off and should be included in the resolution. There were no objections to amend the Motion to include in the resolution that agenda items should be received by 4:30 on Thursday prior to the work session. With no further discussion, the Administrator called the roll. Jason Black, aye; Steve Turner, aye; and Daryl Sammet, aye. Motion carries unanimously.

RESOLUTION OF LIMESTONE COUNTY COMMISSION

WHEREAS, pursuant to the schedule of regular meetings adopted by the Limestone County Commission the Commission regularly holds its Work Sessions on the Wednesday before the regularly scheduled Commission meeting on the immediately following Monday, or Tuesday, or other such day in the event of holiday or other scheduling conflict; and,

WHEREAS, said meetings are scheduled to be held at the Washington Street Courthouse Annex, 310 W. Washington St., Athens, Alabama, at 10 a.m. on such Wednesdays; and,

WHEREAS, it is the desire of the Commission to change the day of its' Work Sessions to the Monday of the regularly scheduled Commission meeting; and,

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WHEREAS, it is the desire of the Commission to change the location and time of the Work Sessions to the Commission chambers located on the second floor of the Clinton Street Annex, 100 S. Clinton St., Athens, Alabama, at 9:00 a.m., and,

WHEREAS, upon motion having been made by Commissioner Jason Black, and seconded by Commissioner Steve Turner, and discussion and a vote having been taken thereon, the motion carried by a vote of 3 to 0;

THEREFORE, BE IT RESOLVED by the Limestone County Commission that the Work Sessions of the Commission shall hereafter be held on the Monday of the regularly scheduled Commission meeting, or Tuesday or other such day in the event of a holiday or other scheduling conflict that also moves the regularly scheduled Commission meeting, starting with the Work Session to now be held on Monday, April 6, 2020, at 9:00 a.m. at the Clinton Street Annex, 100 S. Clinton St., Athens, Alabama; and,

BE IT FURTHER RESOLVED, that any entity or person wishing to have a matter placed on the Commission agenda at a work session for action either at the work session or at the regularly scheduled meeting, shall provide written notice to the Commission and a request to be placed upon the work session agenda by 4:30 p.m. on the Thursday immediately prior to the work session the entity or person desires to be placed on; and,

BE IT FURTHER RESOLVED, the Commission's calendar of regularly scheduled meetings and work sessions is hereby amended as set forth herein until further action of the Commission.

ADOPTED on this 16th day of March 2020.

Collin Daly, Chairman

ATTEST:

Pam Carter, 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; and Daryl Sammet, aye. Motion carries unanimously.

Chairman Daly announced that he and other county officials will be participating in a COVID-19 webinar, at 3:00 this afternoon, through the Association of County Commissions of Alabama for updates on the coronavirus. The county has increased its cleaning and disinfecting of all county buildings and changed to have some of the cleaning staff work at night.

Adjourned at 10:16 a.m. until 9:00 a.m. on Monday, April 6, 2020, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.