

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

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 Jason Black and seconded by Stanley Hill to approve the minutes of September 4 & 12, 2018.

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 approve the following claims

9/04/18	Check # 50034	\$ 1,500.00
9/07/18	Check # 50035 – 50111	<u>\$636,421.06</u>
	TOTAL	\$637,921.06

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

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

MOTION was made by Steve Turner and seconded by Stanley Hill to authorize the Chairman to execute the following resolution amending hazardous duty compensation for Corrections Officers.

**AUTHORIZING RESOLUTION
(AMEND HAZARDOUS DUTY COMPENSATION)**

WHEREAS, the Limestone County Commission recognizes the inherent dangers of its correctional officers and their respective exposure to hazardous environment, circumstances, situations, and demands, to efficiently provide protection, prevention, and service to the citizens of Limestone County; and

WHEREAS, in consideration thereof, eligible members of the Limestone County Detention Center shall receive Seventy-Five Dollars (\$75.00) per month as hazardous duty compensation; and

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

WHEREAS, eligible members are defined as Correctional Officers and Correctional Officer Sergeants in accordance with the Limestone County Commission staffing plan;

THEREFORE, BE IT RESOLVED by the Limestone County Commission that hazardous duty compensation begin on the 1st day of October 2018 and continue thereafter unless otherwise rescind by motion of the Limestone County Commission.

The motion, having received an affirmative vote, was carried and the resolution adopted the 17th day of September 2018.

By: _____
Mark Yarbrough, Chairman

{Seal}

Attest: _____
Pam Ball, Administrator

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

MOTION was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following resolution further amending eligibility date of retired employees' health care premiums.

RESOLUTION

WHEREAS, Act. No. 86-541 of the 1986 Alabama Legislature authorizes the governing body of any county in the State of Alabama, upon a majority vote of its members, to elect to allow retired county employees to participate in any health, hospitalization, surgical or medical insurance program made available to regular employees; and

WHEREAS, said Act authorizes a county governing body to pay all or any part of the costs thereof or the premiums thereon from any funds in the county treasury not otherwise appropriated; now, therefore

THEREFORE, BE IT RESOLVED by the Limestone County Commission that retired employees of Limestone County with ten years of service to the county and participating in the Employees Retirement System are eligible to participate in the medical insurance program made available to regular classified employees.

The Limestone County Commission will contribute health care premiums for such retirees 100 percent of the amount allocated for classified employees at the single rate.

Eligibility of retired Limestone County employees for this participation shall be from date of retirement for a period of ten years. Any eligible employee hired before October 1, 2018 and hereafter retiring shall be entitled to health care premium contribution and any retiree who is

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

currently paying a portion of their entire insurance premium.

Retired employees of Limestone County that meet the above criteria and also meet the requirements of the Limestone County Commission Health Care Provider are eligible for the retiree health benefit.

Adopted the 6th day of January, 2003.

Amended this 20th day of August, 2007.

Further Amended this 17th day of September, 2018.

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 resolution electing to come under the provision of Act 2011-676, ERS Member Contributions.

RESOLUTION OF LIMESTONE COUNTY COMMISSION ACT 2011-676 – Member Contributions

Be it resolved by the Limestone County Commission that Limestone County elects to come under the provisions of Act 2011-676 of the Regular Session of the 2011 Legislature.

Be it further resolved that by electing to come under the provisions of Act 2011-676 the Limestone County Commission agrees to increase employee contribution rates as specified by said Act for members of the Employees' Retirement System of Alabama.

Be it further resolved that the provisions of Act 2011-676 shall become effective the first of the month next following receipt of the Resolution.

Be it further resolved that the election to come under the provisions of Act 2011-676 is irrevocable as of the effective date of this Resolution.

I, Mark Yarbrough, Chairman of Limestone County Commission, hereby certify that the foregoing is a true and correct copy of the Resolution adopted on September 17, 2018.

Mark Yarbrough, Chairman

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.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

MOTION was made by Steve Turner and seconded by Stanley Hill to authorize the Chairman to execute the following resolution to extend participation in the Association of County Commissions Workers' Compensation Fund, Inc. for a three-year period concluding September 30, 2021.

RESOLUTION

WHEREAS, Limestone County is a member of the Association of County Commissions of Alabama Workers' Compensation Self-Insurers Fund, Inc. ("the Fund") on Oct. 1, 2018; and

WHEREAS, the County's participation in the Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Fund continues to be in the best interest of Limestone County and its officials and employees; and

WHEREAS, the Fund is providing a 2021 Longevity Bonus to those county participants who remain active members of the Fund through at least September 30, 2021; and

WHEREAS, Limestone County would benefit by voluntarily agreeing to extend its contracted annual participation in the Fund for a three-year period concluding on September 30, 2021, at which time the provisions of the existing contract between Limestone County and the Fund will remain in force unless altered as provided therein.

NOW, THEREFORE, BE IT RESOLVED by the Limestone County Commission that it renews its participation in the Fund through September 30, 2021, and hereby directs its Chair to immediately provide a copy of this resolution to the Fund.

AND, BE IT FURTHER RESOLVED, by the Limestone County Commission that, should it voluntarily withdraw from the Fund prior to September 30, 2021 that it agrees to return the 2021 Longevity Bonus provided by the Fund, plus five (5) percent annual interest.

Adopted this the 17th day of September, 2018.

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 accept FY 2018 Emergency Management Performance Grant (EMA-2018-EP-00002-S01), in the amount of \$41,676.00.

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

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

MOTION was made by Ben Harrison to reduce terms of the Animal Control Services Contract to one year. Motion failed for lack of a second.

MOTION was made by Jason Black seconded by Steve Turner to approve the following Animal Control Services Contract with Athens-Limestone Animal Shelter for a term of three years.

STATE OF ALABAMA
COUNTY OF LIMESTONE

CONTRACT
ANIMAL CONTROL SERVICES

This Contract and Agreement made and entered into by and between Limestone County, Alabama, a political subdivision of the State of Alabama, acting by and through the Limestone County Commission, hereinafter referred to as FIRST PARTY, and the Athens-Limestone Animal Shelter (Dr. Robert E. Pitman), hereinafter referred to as SECOND PARTY, and the same witnesseth:

1. This Contract and Agreement shall be for a term of thirty-six (36) months, commencing effective October 1, 2018, and ending at the close of business on September 30, 2021.
2. If this Contract and Agreement is not otherwise amended, any continuation of the contract terms and obligations shall be on a month-to-month basis.
3. SECOND PARTY shall perform all services necessary or proper to receive, house, and dispose of animals delivered to him for disposal by Limestone County Animal Control, Limestone County Sheriff's Deputies, and residents of Limestone County. All housing and disposal of animals shall be within the requirements of the laws and regulations of the State of Alabama and United States of America. SECOND PARTY shall be solely responsible for all costs and expense of housing and disposal of animals.
4. FIRST PARTY shall pay to SECOND PARTY the sum of Twenty-Eight Thousand Five Hundred Seventy-One & 67/100 (\$28,571.67) Dollars per month for such services, payable on the first day of each month commencing October 1, 2018, with an escalation cost of 8.5% per fiscal year for the remaining of the contract.
5. SECOND PARTY is, and shall be, an Independent Contractor, and shall not be an employee of agent of FIRST PARTY. SECOND PARTY shall control the housing and disposal of animals, subject to the terms and conditions herein contained.
6. SECOND PARTY shall at all times be, and remain, licensed with full authority to perform veterinary medicine and veterinary services in Limestone County, with lawful authority to house and dispose of animals.

WITNESS OUR HANDS AND SEAL, at Athens, Alabama, effective as of the day and year first above written.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

LIMESTONE COUNTY COMMISSION

MARK YARBROUGH, CHAIRMAN
FIRST PARTY

ATHENS-LIMESTONE ANIMAL SHELTER
DR. ROBERT E. PITMAN
SECOND PARTY

FY2019 Amount: \$342,860.00
FY2020 Amount: \$372,003.24
FY2021 Amount: \$403,623.60

The Chairman asked if there was any discussion. Commissioner Harrison asked his fellow commissioners to hold off voting on the contract because it seemed excessive, he proposed rejecting the motion on the floor and approve the contract for one year. After a lengthy discussion, other commissioners feared that Dr. Pitman would withdraw his services, leaving the county with no backup plan for animal control services. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, nay. Motion carries.

MOTION was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following adjustment to the 2017-2018 Southern Health Partners Health Services Agreement to extend the initial terms one-year for inmate medical, in the amount of \$50,746.53 monthly.

**Southern Health Partners Health Services Agreement
2018 - 2019**

Beginning in October, we will need an adjustment on the contract to help keep pace with the current market in attracting and retaining strong, well-qualified staff in corrections and the growing costs of providing medical services. We are committed to keeping the contract priced reasonably while providing the highest level of quality care for the inmates.

We will also need you to plan for a change in pharmacy coverage terms going forward. Our Agreement with Limestone County is set up like many of our older contracts with SHP covering the costs of all prescription medications under the base fees. This has become increasingly difficult for SHP to maintain over time without having a limit on our exposure. With the costs of pharmacy items having increased considerably, combined with a general decline in health we see of inmate populations (inmates coming in sicker in poor health, many with chronic-care illnesses), we are now working with customers to make the transition to a new structure, which allows for a cost-sharing arrangement or cap on the medication costs.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Specifically, we are proposing a \$54,000.00 annual limit/cap on SHP’s responsibility for prescription medication costs. Under the new terms, SHP will cover up to the first \$54,000.00 per annual contract period in prescription medication expenses, and the County will be responsible for all amounts in excess of \$54,000.00. In the event the limit was exhausted for any given contract period, SHP's new practice will be to either submit invoices for 100% reimbursement of the excess costs or we could, at the County's election, roll the excess prescription charges into the outside cost pool accounting totals. Please know that we will continue to work diligently with Operations and site staff to maintain cost-effectiveness in managing the pharmacy program.

A 3% annual/inflationary increase has been figured on the contract based on continuation of the program under the amended pharmacy terms (as described above) and keeping the current level of staffing/services in place. This will give us a new per diem and base contract amount as follows:

Contract Period: October 1, 2018 through September 30, 2019

Base annualized fee:	\$608,958.36 (\$50,746.53 per month)
Per diem greater than 288:	\$1.69
Annual outside cost pool limit:	\$150,000.00 (includes 80% OCP refund provision)
Change in prescription medication coverage terms:	New \$54,000.00 annual max/cap on the costs of prescription medications

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 Lease Agreement with JKLL, LLC, \$1,250 monthly.

**STATE OF ALABAMA
COUNTY OF LIMESTONE**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 17th day of September 2018, by and between JKLL, LLC, an Alabama limited liability company, the “Lessor,” and the Limestone County Commission, the “Lessee”.

WITNESSETH:

That for and in consideration of the rents, covenants and conditions herein contained to be kept, performed and observed by Lessee and Lessor, the Lessor hereby rents and leases to Lessee, and Lessee does hereby rent and accept from Lessor, for the term herein specified, that space heretofore occupied by Lessee at the southern end of the building located 414 S. Jefferson St., Athens, AL 35611, wish premises shall hereinafter be referred to as the “Leased Premises”.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

This Lease is granted and accepted upon the foregoing and upon the following terms, covenants, conditions, and stipulations, to-wit:

1. TERM. The initial term of this Lease shall be for one year beginning on the 1st day of October, 2018. Should Lessee hold over possession at the expiration of the Lease, then the tenancy shall automatically become a month to month tenancy and all other terms and conditions contained herein shall remain in full force and effect.
2. RENT. Lessee agrees to pay to Lessor a monthly rental payment in the sum of \$1,250, payable in advance on the 1st day of October, 2018, and on the 1st day of each and every month thereafter until the 30th day of September, 2019.
3. TAXES. Lessor shall, during the Lease term hereof, pay all ad valorem taxes due and payable on the Leased Premises, and shall hold Lessee harmless from any liability therefor.
4. UTILITIES. Lessee shall, during the Lease term hereof, pay all charges for telephone, heat, gas, electricity, sewers, water, and any and all other utilities used up the Leased Premises, including any connection fees, and shall hold Lessor harmless from any liability therefor.
5. USE. Lessee shall not commit, or suffer to be committed, any waste on the Leased Premises, nor shall they maintain, commit or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.
6. MAINTENANCE AND REPAIR. Lessee agrees to keep the Leased Premises in good order and repair, reasonable wear and tear and damage by accident, fire or other casualty not resulting from Lessee's negligence excepted. Lessee further agrees to keep the Leased Premises clean and sanitary. Any maintenance problem must be brought to the attention of the Lessor immediately upon discovery of the problem, so as to prevent further deterioration due to negligence. Maintenance of the roof of the building located on the Leased Premises and the heating and the air conditioning systems will be the responsibility of the Lessor.
7. ALTERATIONS AND ADDITIONS. No alterations, additions or structural improvements may be made to the Leased Premises without the prior written consent of the Lessor. Any such alterations, additions or improvements will remain a part of the Leased Premises at the conclusion of the term of the Lease.
8. REMEDIES FOR DEFAULT. If the Lessee shall fail to pay rent when due or shall default in any other provisions of this Lease, the Lessor is entitled to remedies provided either at law or in equity.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

9. INDEMNIFICATION. The Lessee agrees to indemnify and hold the Lessor and the property of the Lessor, including the Leased Premises, free and harmless from any claims, liability, loss, damage or expense resulting from the Lessee's use of the Leased Premises, to the extent allowed by law.
10. FIRE AND CASUALTY DAMAGE. If the Leased Premises should be damaged or destroyed by fire, flood or other casualty, Lessee shall give immediate notice thereof to the Lessor. If the Leased Premises are so damaged that, in the sole discretion of the Lessor, rebuilding or repairs cannot commercially reasonably be accomplished, then this Lease shall terminate, and rent shall be abated for the unexpired portion of the Lease term, effective as of the date of notification to Lessor. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. Lessor shall not be liable to Lessee for loss or damages resulting from theft, fire, water, rain, storm, explosion, sonic boom, natural disaster or other casualty whatsoever, not shall Lessor be liable for loss or damages resulting from failure, interruption or malfunction of utilities or equipment. Obtaining and paying premiums for insurance policies insuring the Leased Premises against damage from fire shall be the sole responsibility of Lessor.
11. QUIET ENJOYMENT. Lessor warrants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and further warrants that Lessee, upon complying with the terms herein, shall peaceably and quietly have, hold and enjoy the demised estate and all rights and privileges belonging in or otherwise appertaining thereto, during the full term or any extensions thereof.
12. BINDING EFFECT AND ASSIGNMENT. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns when permitted by this Agreement. Lessee shall not assign or sublease the Leased Premises without the express written consent of the Lessor first had and obtained.
13. APPLICABLE LAW. This Lease Agreement shall be construed under and in accordance with the laws of the State of Alabama.
14. SEVERABILITY. In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this lease Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
15. ENTIRE AGREEMENT. This Lease Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

16. AMENDMENT. No amendments, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
17. REMEDIES CUMULATIVE. The rights and remedies provided by the Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
18. WAIVER. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

LESSOR:

JKLL, LLC

By: _____
Managing Member

LESSEE:

LIMESTONE COUNTY COMMISSION

By: _____
Chairman

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

MOTION was made by Ben Harrison and seconded by Steve Turner to suspend the Rules of Order to add two grant agreements to the agenda.

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 Stanley Hill to authorize the Chairman to execute a grant agreement with North Alabama Highway Safety Office (NAHSO) for overtime traffic safety enforcement:

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Project Name	Grant Number
402 STEP FAST ACT	19-FP-PT-003
402 STEP (Regular step)	19-ST-PT-003
Hot Spot Alcohol Enforcement	19-ID-M5-003

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 Ben Harrison and seconded by Stanley Hill to authorize the Chairman to execute the following \$150,000.00 grant from the Alabama Department of Environmental Management (ADEM) for the collection and disposal of scrap tires. The grant will be active until September 30, 2021.

**STATE OF ALABAMA
MONTGOMERY COUNTY**

**CONTRACTUAL AGREEMENT BETWEEN
LIMESTONE COUNTY COMMISSION
AND THE ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

This Agreement is entered into between Limestone County Commission (Contractor) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation by the U.S. Environmental Protection Agency. This Agreement will provide for the collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste, funded by the Scrap Tire Fund, for work performed within the State of Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$150,000 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within ninety (90) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

D. The Contractor is aware of the critical time schedule for completion of the remediation work as described herein and that said work is to be completed in strict compliance with the remediation plan and hereby agrees to compensate the Department for damages caused by not completing the work specified or within the time period shown herein. the amount of damages shall be calculated and retained by the Department from the sum due the Contractor. the Contractor hereby agrees that liquidated damages in the amount of \$250.00 per day may be retained and assessed against the Contractor for each and every day the completion of the work is delayed beyond the time specified date herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for costs associated with the delay to include the assignment of the project to another contractor, if deemed necessary by the Department. Furthermore, the Contractor hereby agrees that liquidated damages in an amount to be determined by the Department and calculated based on a minimum of \$500.00 up to 10 percent (10%) of the total contract price per breach or deviation from the contract or remediation plan and may be retained and/or assessed against the Contractor. The Contractor may for each and every said breach or deviation from the remediation plan be assessed liquidated damages as specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for the costs associated with any breach or deviation from the remediation plan and to include the cost of assignment of the project to another contractor for proper remediation consistent with said remediation plan, if deemed necessary by the Department.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed, and shall terminate on September 30, 2021. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the U.S Environmental Protection Agency and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. [n that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be 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. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of OMB Circular A-133. When financial statements are prepared and an audit is performed as a result of OMB Circular A-133 requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Circular A-133 is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

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 I 1, Section 213 of the Constitution of Alabama 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Limestone County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Limestone County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Limestone County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

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.

21. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

LIMESTONE COUNTY COMMISSION

By: _____
Mark Yarbrough, Chairman

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 17th day of September 2018.

ATTACHMENT A
SCOPE OF SERVICES

This Scope of Services is applicable to the collection, management, disposal, and/or beneficial re-use of discarded scrap tires and/or scrap tire materials funded by the Alabama Scrap Tire Fund. The associated contractual agreement shall reimburse expenses associated with the services described below of up to \$150,000 for the duration of the contract or until the contract is otherwise terminated.

The Limestone County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies, and any other items or activities related to providing the following services:

1. The collection of discarded scrap tires and/or scrap tire materials from County right-of-way (ROW) locations:
 - To be eligible for reimbursement under this scope of services, the above referenced locations (sites) cannot qualify as scrap tire sites (STS) and/or unauthorized solid waste dumps (UAD) as defined in ADEM Division 4 and 13 regulations (i.e. if the site contains more than 100 scrap tires and/or more than 5 cubic yards of regulated solid waste). If a site does qualify as a STS or UAD, as defined, it is to be referred to the Department for remediation.
 - The discarded scrap tires and/or scrap tire materials shall only be collected from County ROW property or other locations where non-profit organizations (i.e. Adopt-a-Mile, Adopt-a-Stream, PALS, Clean Water Partnerships, etc.) are conducting a cleanup.
 - Subject to Department approval, the above services may be performed by nonprofit (non-paid) groups (such as those referenced above) in lieu of the County.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

2. The proper management of the collected scrap tires and/or scrap tire materials in an appropriate manner until such time as they are disposed:
 - The County may establish monitored collection center(s) for scrap tires collected from the ROWs within its jurisdiction. Such collection centers will be subject to prior approval by the Department and will be subject to certain requirements and limitations.
3. The proper transport and disposal of the collected scrap tires and/or scrap tire materials to an approved, permitted disposal facility and/or to a Department approved facility for beneficial re-use.
4. If necessary, conduct site restoration/closure activities to minimize erosion for those areas where soils have been disturbed by heavy machinery.
5. Submit to the Department, no more than once per quarter, a Payment Request and supporting documentation for the collection, management, disposal, and/or beneficial re-use of all collected scrap tires and/or scrap tire materials:
 - The payment request must include, at a minimum, the following: disposal and/or recycle receipts, labor and equipment breakdown and costs, current industry standard equipment rates, scrap tire manifests, end-user agreements, and any documents deemed by the Department to be relevant to the clean-up and disposal of scrap tires and/or scrap tire materials.

The Department reserves the right to withhold reimbursement for any services deemed unrelated to the collection, management, and disposal of discarded scrap tires and/or scrap tire materials such as; overtime or weekend hours, supplementing of county employee salary, unreasonable equipment or employee costs, or any other cost deemed by the Department to be unrelated to the collection and disposal of scrap tires and/or scrap tire materials. The ROW Program was established as a courtesy to help counties offset the costs associated with the removal of scrap tires found along their county right-of-ways. Before submitting a Payment Request, the responsible County personnel should contact the Department with questions regarding acceptable reimbursements.

This agreement shall remain valid from date of execution of the interagency cooperative agreement until September 30, 2021.

The Chairman asked if there was any discussion. Commissioner Harrison stated the grant is a three-year agreement in the amount of \$150,000. He said the grant is for individuals, and not intended for dealers. Commissioner Turner said the scrap tire grant was a good program and it helps tremendously to keep tires out of the ditches. The Administrator called the roll. Ben Harrison, aye; Stanley Hill, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to reject and rebid bid # 2659 for Dispatch and Jail Uniforms.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

The Chairman asked if there was any discussion. Commissioner Black called upon County Administrator, Pam Ball, to explain why the bids are being rejected. She said that of the bids received, the vendors did not enclose all the samples, as required by the bid specifications, and one vendor's samples did not meet specs. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Stanley Hill to promote Will Schmieder to Equipment Operator II, in District 2.

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

MOTION was made by Jason Black and seconded by Ben Harrison to approve the following job description for HVAC Technician of County Buildings, Grade X.

**Limestone County
JOB DESCRIPTION**

Job Title: **HVAC Technician of County Buildings**

Department: Custodial Department

FLSA: Nonexempt Grade: X

Job Description Prepared: July 2018

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

Relationships

Reports to: Superintendent of County Buildings

Subordinate Staff: Building and Grounds Maintenance Workers

Other Internal Contacts: County Commission; Department Heads; County Personnel

External Contacts: Contractors; Vendors; General Public

Job Summary

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Under the supervision of the Superintendent, the focus of this job is the performance of building maintenance and full HVAC maintenance/PM. The employee will provide building maintenance and extensive HVAC repairs, PM's and overall maintenance of HVAC systems to include computer controls. The employee may perform plumbing and electrical repairs. The employee will work independently to accomplish these tasks. Employee will report any equipment failures to the superintendent and assist in other tasks as needed.

Job Domains

A. Supervision

1. Ensures all County buildings are maintained.
2. Trains new employees.
3. Ensures proper use of safety equipment.
4. Picks up and supervises inmates when needed to help with maintenance of grounds and buildings.

B. Maintenance

1. Performs preventative maintenance and extensive repairs of HVAC systems to include computer controls.
2. Performs building maintenance to include roof repair and maintaining gutters.
3. Performs carpentry, plumbing and electrical repairs.
4. Performs primary and touch-up painting as needed.
5. Maintains adjustments and controls of all HVAC computerized climate control systems for County facilities.
6. Maintains County assigned truck.

C. Grounds Keeping

1. Mows lawns, trims shrubs and weeds.
2. Removes/plants trees and shrubs.
3. Applies mulch and other products to protect and enhance ground cover.
4. Removes snow/ice from sidewalks and steps.
5. Picks up trash outside of buildings, sweep off porches, steps and empties trash receptacles.
6. Performs other duties as required.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, policies and procedures.
2. Knowledge of cleaning processes, solutions and equipment.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

3. Knowledge of hand tool use and equipment related to custodial and maintenance work.
4. Knowledge of electrical, plumbing, heating and cooling systems.
5. Knowledge of computer controlled operations.
6. Knowledge of safety rules including accident causation and prevention.
7. Reading skills to comprehend safety warnings, operator manuals, technical manuals, procedures and instructions.
8. Writing skills to clearly and neatly complete routine forms records, and notes using correct English, grammar, punctuation, and spelling.
9. Math skills to perform basic calculations and measure cleaning and other solutions.
10. Verbal skills to communicate effectively with supervisor, co-workers, and general public.
11. Skills to operate small engine equipment and other power tools.
12. Skills, strength and coordination to use hand tools.
13. Skills to work with mechanical systems.
14. Ability to troubleshoot and analyze complex mechanical systems.
15. Ability to make fine technical adjustments to computerized equipment.
16. Ability to multi-task.
17. Ability to operate cleaning equipment and use cleaning products.
18. Ability to move/transport heavy furniture.
19. Ability to plan, organize and supervise the activities of others.
20. Ability to train workers.
21. Ability to make repairs and perform general maintenance activities.
22. Ability to use/wear safety equipment.
23. Ability to work independently.
24. Ability to drive.
25. Ability to climb ladders.
26. Ability to complete tasks as assigned within designated time frames.

Minimum Qualifications

1. Possession of a current and valid Alabama driver's license.
2. Associate degree in HVAC.
3. 10 plus years HVAC experience.
4. Nate Certified in HVAC preferred.
5. Refrigerant certified.
6. Plumbing certified.
7. Electrical certified preferred.
8. Ability to travel as required.
9. Ability to be on call 24/7.
10. Ability to work or non-standard hours.

Work Environment

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

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

Physical Demands

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

The Chairman asked if there was any discussion. Commissioner Black stated the position would help the county out tremendously at all county buildings and we currently don't have a certified technician on staff. Commissioner Harrison stated the county is currently outsourcing its HVAC needs. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to amend the following job descriptions:

- County Engineer - modifying duties, Grade XVII
- Engineering Foreman – reclassifying job title to Superintendent and modifying duties, Grade XII

Limestone County JOB DESCRIPTION

Job Title: **County Engineer**

Department: Engineering

FLSA: Nonexempt

Grade: XVII

Job Description Prepared: January 2013

Revised: September 2018

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

Relationships

Reports to: Chairman, County Commission

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Subordinate Staff: Assistant County Engineers; Engineering Assistants; Engineering Superintendent; Engineering Clerk; District Foremen

Other Internal Contacts: County Commissioners; Department Heads; EMA; Equipment Operators

External Contacts: General Public; Utility Companies; Contractors; Consultants; Surveyors; Supply Companies; Construction Companies; State/Federal DOT; FEMA; ADEM; Alabama Fish and Wildlife; CSX Railroad; Federal and State Census Bureau; Vendors; Attorneys

Job Summary

Within the general parameters established by the County Commission and under their administrative direction, this employee serves as the County's engineer and director of the department. Performs highly responsible and diversified professional engineering work. The employee provides oversight, management and supervision for all department personnel and engineering operations. Responsibilities range from establishing departmental goals and priorities in conjunction with the Commission, to planning and implementing engineering projects, to managing the departmental budget and personnel matters, and ensuring that all projects and functions fall within established parameters and mandates. Advises on priorities, materials, equipment and/or projects to be undertaken by District Commissioners. Responsible for administration of projects involving state or federal funds. Reports bridge and roadway data to state DOT. Considerable independent judgment and latitude are afforded this employee in the operation of the department and associated projects. Serves as the Floodplain Administrator.

Job Domains

A. Departmental Management

1. Serves as Department Head
2. Develops annual budget; submits to Commission.
3. Reconciles budget; justifies expenditures.
4. Works with HR to prepare for and post job vacancies.
5. Interviews applicants for job vacancies.
6. Hires new employees.
7. Assists subordinate employees in solving problems and in addressing complex and challenging situations and project environments.
8. Establishes departmental priorities in consultation with the Commission.
9. Develops and evaluates bid specifications for projects to include equipment and materials; makes recommendations to the Commission.
10. Researches internet and professional sources for grant opportunities.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

11. Applies for grants.
12. Designs projects.
13. Manages grants received.
14. Handles bidding processes for equipment, materials and projects including developing specifications, sending bids, opening bids, reviewing bids, and recommending awards.
15. Resolves problems and complaints.
16. Investigates, considers, and evaluates new technologies and engineering techniques.
17. Assembles reports; makes presentations.
18. Consults with attorneys as necessary.

B. Supervision

1. Trains new employees.
2. Assigns tasks and projects.
3. Ensures that tasks and projects are performed accurately and within specified time frames.
4. Corrects job performance.
5. Conducts performance reviews.
6. Provides disciplinary actions.
7. Considers/approves leave requests.
8. Maintains records of employee hours.
9. Approves time and payroll.
10. Ensures current credentials and training of subordinate employees.
11. Ensures that the proper safety gear is used by crew members.

C. Engineering

1. Renders independent professional engineering advice/assistance to professional and supervisory staff in implementation/execution of public works improvement projects and activities.
2. Advises/directs professional, sub-professional and other employees engaged in design, construction and maintenance of all public roads, highways, bridges and related drainage structures and other governmental activities.
3. Establishes project design/construction parameters necessary to conform to good engineering practices as related to local, state and federal specifications and requirements within budget guidelines.
4. Directs the technical administration of all federal and state aid projects.
5. Directs subordinates in conducting a variety of engineering surveys, including horizontal, vertical, topographical, construction.
6. Reviews engineering plans submitted by developers for new subdivisions within the County.
7. Maintains compliance with ADEM/EPA underground storage tank permit.
8. Conducts accident investigations regarding bridges and roadways.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

9. Provides a variety of engineering services.
10. Uses specialized equipment and techniques such as GIS, GPS, CAD software and surveys.
11. Assesses County-wide drainage needs.
12. Designs systems to alleviate and address problems and complaints.
13. Designs roads and bridges.
14. Conducts intersection improvements.
15. Designs park facilities.
16. Designs site plans.
17. Develops specifications and budgets for projects.
18. Develops requests for qualifications for the selection of consultants.
19. Reviews and interviews consultants and makes recommendations to County Commission for selection.
20. Coordinates with and oversees consultants to develop and ensure compliance with project scope, budgets and timelines.
21. Conducts site and building assessments as necessary.
22. Reviews all projects by County offices for compliance with the County demolition, renovation and debris removal policy.
23. Maintains list of traffic signals and coordinates maintenance, repairs and upgrades.
24. Collects and compiles data.
25. Maintains documents and records of all projects.
26. Maintains current credentials and knowledge of civil engineering practices.

D. Department Operations

1. Maintains responsibility for departmental operations.
2. Maintains communications with Commission; apprises of project status.
3. Schedules and conducts meetings.
4. Attends meetings and training programs.
5. Prepares reports and statistics regarding projects.
6. Makes presentations regarding projects and departmental activities.
7. Receives and processes work requests.
8. Maintains appropriate inventory.
9. Maintains traffic signs and signals.
10. Drives a county-issued vehicle throughout the County to make site visits.
11. Researches internet and professional sources for current practices and techniques.
12. Participates in professional associations and job-related organizations.

E. Bridge Safety and Inspections

1. Ensures compliance with ALDOT and FHWA regulations regarding inspections.
2. Determines appropriate weight limits.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

3. Ensures that signage regarding weight limits is posted; maintain signs according to ALDOT specifications.
4. Closes bridges as indicated.
5. Recommends bridge repairs; presents to the Commission.
6. Proactively develops a system for bridge preservation using currently accepted practices and methods to attempt to extend the useful life of structures.
7. Repairs bridges as necessary.
8. Assists contractors in major bridge repairs as necessary.
9. Inspects bridges following accidents.
10. Maintains master list of bridge-related conditions, needs and repairs.

F. Floodplain Administration

1. Manages floodplain program; serves as Floodplain Administrator.
2. Ensures compliance with ADEM/EPA Storm Water program to include: develops program, carries out objectives, makes reports, and coordinates with ADEM.
3. Reviews federally proposed changes to floodplains and coordinates with local FEMA representatives to ensure the most accurate representation.
4. Assesses areas, developments, and topography.
5. Informs and educates the public regarding floodplains and floodplain areas.
6. Evaluates and considers development in floodplains prior to issuing building/development permits.
7. Conducts studies and research projects.
8. Provides a variety of engineering services related to floodplains.
9. Works with attorneys as necessary and required.
10. Coordinates and meets with various officials and agencies.
11. Maintains current credentials and knowledge of floodplain administration practices.

G. Census and Districting

1. Coordinate with Local, State and Federal census employees to supply data to ensure a complete and accurate census count.
2. Analyze completed census data using GIS and CAD software.
3. Review current commission districts for compliance with applicable State and Federal laws.
4. If redistricting is necessary, provide options for commission approval to ensure compliance.

H. Public Relations

1. Works proactively with community organizations and businesses.
2. Addresses and responds to requests from the media.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

3. Receives citizen questions, complaints and requests and takes action to resolve issues.
4. Makes presentations at public meetings and events.
5. Performs other duties as necessary.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, policies and procedures.
2. *Knowledge of County road and bridge systems.
3. *Knowledge of organization, structure and functions of County government.
4. Knowledge of safety rules including accident causation and prevention.
5. Extensive knowledge of principles and practices of civil engineering.
6. Knowledge of laws associated with the practice of civil engineering.
7. Knowledge of current tools, equipment and techniques used in conducting projects associated with civil engineering.
8. Writing skills to develop letters and other materials using correct English, grammar, punctuation, and spelling.
9. Math skills to perform complex engineering and survey calculations and measurements.
10. Reading skills to interpret technical manuals, construction plans, reports, textbooks, directions, ordinances, and codes.
11. Verbal skills to communicate effectively with supervisor and co-workers.
12. Skills in solving design problems.
13. Skills in organizing, prioritizing and sequencing projects and tasks for self and others.
14. Skills to utilize GIS and GPS equipment and other industry technologies.
15. Skills to conduct surveys and utilize equipment for associated tasks.
16. Ability to develop, read and interpret blueprints, sub division layouts, as-built drawings and other documents utilized in performing required engineering functions.
17. Ability to perform accounting and budgetary functions.
18. Ability to effectively supervise subordinate employees.
19. Ability to communicate effectively using written and oral methods, with peers, officials, employees, media and the general public.
20. Ability to use computers and office productivity software programs.
21. Ability to use CAD software.
22. Ability to develop and maintain records and reports using the computer.
23. Ability to manage hardcopy and computer files.
24. Ability to operate office equipment to include multi-line phones, copiers, fax machines, typewriter, and others.
25. Ability to work independently with no direct supervision.
26. Ability to manage time effectively and handle multiple projects.
27. Ability to use specialized equipment and tools.
28. Ability to drive.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

29. Ability to lift and carry items weighing in excess of 50 pounds.
30. Ability to wear and utilize safety equipment.

Minimum Qualifications

1. Bachelor's degree in civil engineering from an accredited college or university.
2. Registration as a Professional Engineer (PE) by Alabama State Board of Licensure for Professional Engineers & Land Surveyors.
3. Minimum of 7 years of professional experience as a civil engineer in road and bridge maintenance; and bridge inspections.
4. Current and valid Alabama driver's license.
5. Able to travel over-night to attend meetings and training programs.
6. Ability to work extra hours, weekends or non-standard hours.
7. Ability to remain on call 24/7.
8. Ability to achieve Certified Bridge Inspector designation within 5 years.

Work Environment

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

Physical Demands

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

Limestone County JOB DESCRIPTION

Job Title: **Superintendent**

Department: **Engineering**

FLSA: Nonexempt

Grade: XII

Job Description Prepared: August 2015

Revised: September 2018

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

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Relationships

Reports to:	County Engineer
Subordinate Staff:	Paving and Road Maintenance Crew; Herbicide Operators; Sign Shop Personnel
Other Internal Contacts:	County Commissioners; Assistant Engineer; District Crews; Administration; Engineering Clerk; Sheriff Department; Parks & Recreation; Elections Director
External Contacts:	General Public; Utility Companies; Contractors and Developers; Supply Companies; Vendors

Job Summary

Under the direction of the County Engineer, the employee provides leadership and supervision to the Engineering paving and road crew, herbicide operators, and sign shop personnel. Employee receives assignments from, and collaborates with, the County Engineer and Commissioners; and is responsible for assigning crews, equipment, and supplies to appropriate work site. Develops and plans projects, develops specifications, and produces project estimates. Plans and organizes project assignments, conducts on-site observations and manages records and daily logs for the duration of a project. Maintains safety standards and keeps work time and material records. Supervises the installation of road signs, markers and the application herbicides on roadsides. Trains new road, sign and herbicide crew personnel. Performs heavy equipment operation, hot tar asphalt paving, and maintenance as scheduled and needed. This is identified as a safety-sensitive job and is subject to a post-offer, pre-employment drug and alcohol screening, and to random drug screens.

Essential Functions

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation.

ESSENTIAL FUNCTION: Superintendent Functions of Supervision and Management. Supervises employees and manages projects, including, but not limited to paving, throughout the County.

1. Serves as the engineering superintendent for Limestone County.
2. Coordinates work projects with the County engineer. Maintains communication with the engineer regarding the status of projects.
3. Ensures appropriate scheduling of projects regarding utilization of equipment, supplies, and personnel.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

4. Identifies supplies and equipment needed for each project, at each work site.
5. Makes daily work assignments for subordinate employees.
6. Ensures that safety equipment, including personal protective equipment (PPE), are on site and consistently utilized.
7. Supervises and directs assigned staff of the Engineering Department.
8. Conducts work site visits to ensure the safe, effective, and accurate performance of projects.
9. Assists employees with performance of tasks; serves as a technical expert in performance of jobs.
10. Ensures that work is completed accurately, within approved budget, and on time.
11. Monitors and corrects employee performance.
12. Coordinates the filling of vacancies with the County Engineer and the HR Department.
13. Participates in interviewing, selecting, and hiring new employees.
14. Trains employees.
15. Considers leave requests by employees.
16. Implements disciplinary measures, in consultation with the Engineer and in accordance with County policies and procedures.
17. Provides recommendations for pay raises.
18. Orients new employees to expected standards of performance, duties, rules and regulations.
19. Completes employee performance appraisals in coordination with the County Engineer.
20. Addresses and solves problems.
21. Approves and signs employee time sheets.
22. Maintains communications with employees.

ESSENTIAL FUNCTION: Project Planning and Implementation. Works with the County Engineer to design, plan, develop estimates, and implement County engineering projects.

1. Plans projects in coordination with the County Engineer, the County Commission, AL-DOT, and other County employees or organizations.
2. Engages in project planning activities.
3. Designs projects; presents to the County Engineer for review and consideration.
4. Identifies and develops specifications for projects.
5. Draws up specifications for materials and for bids, according to Alabama bid laws. Submits to and discusses with the County Engineer.
6. Provides training regarding special projects.
7. Receives instructions for work projects from the County Engineer. Commissioners.
8. Coordinates with County Engineer and Commissioners to develop project timelines and start dates.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

9. Inspects County roadways to identify necessary work.
10. Plans projects by identifying equipment/materials needed for upcoming projects and advises County Engineer accordingly; coordinates availability of needed equipment/material.
11. Calculates amount of material needed to complete project.
12. Coordinates with vendors for delivery of materials needed for projects.
13. Reviews project sites to determine requirements of ADEM erosion control measures.
14. Prioritizes work assignments.
15. Maintains list of future work assignments and updates supervisor of any changes that affect expected timeline or start date.
16. Monitors work in progress; inspects completed projects.
17. Calls utility companies to verify the location of underground lines to avoid during work projects.
18. Oversees construction, maintenance and repair projects of County roads, bridges, and drainage systems.
19. Oversees the operation of a variety of equipment, machinery, and tools used in construction, maintenance, and repair of county roads (i.e. dump truck, front-end loading truck, asphalt patching machine, roller, motor grader, backhoe, trencher, bulldozer, tractor, bush hog, etc.)
20. Oversees installation, replacement and repair of road signs, traffic signals and other traffic control devices.
21. Oversees maintenance and repair of County equipment.
22. Coordinates and prioritizes sign repair and replacement work requests.
23. Directs and coordinates herbicide applicators application timelines and chemical placement rates.
24. Coordinates with Commissioners to determine the most effective timeline for mowing operations.
25. Coordinates with County Engineer, Commissioners and District Foremen as required to complete projects.
26. Works with County Engineer to perform bridge inspection and repair.
27. Reviews and interprets maps, blueprints, surveys, drawings and/or construction plans.
28. Coordinates with elections director for availability of employees for delivery and pick-up of voting supplies.

ESSENTIAL FUNCTION: Heavy Equipment Operation. Plans, organizes, implements, and carries out paving projects to completion. Operates heavy equipment in performing road paving and maintenance projects.

1. Coordinates schedules for paving with the County Engineer and the County Commissioners.
2. Utilizes standard processes and techniques for paving roads.
3. Facilitates providing information regarding road closures, re-routing, and detours with the public, when repaving projects are being planned.
4. Repairs and paves/repaves roads throughout the County.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

5. Prepares roadbeds and right-of-ways for paving. Ensures that each road layer is correctly prepared before the next layer is applied.
6. Ensures correct use of signage, and directional flagging.
7. Arranges for detours and manages traffic accessibility issues.
8. Utilizes hot-mix asphalt, and other materials, to pave and repair roads.
9. Ensures safety measures and equipment are in place prior to using hot-mix asphalt, and other materials in paving.
10. Drives and operates heavy equipment necessary to accomplish the project, such as motor grader, backhoe, track hoe, excavator, bulldozer, front-end loader, bush hog, and trenching machines.
11. Operates tractors with various attachments in performing maintenance.
12. Monitors gauges and indicators during equipment operation for non-standard conditions.
13. Loads and unloads equipment from transport trucks using a forklift or backhoe.
14. Loads and secures heavy machinery for transport.
15. Transports or arranges and schedules for transport of heavy equipment between job sites, according to CDL credentials.
16. Performs manual labor requiring the use of shovels, picks, jackhammers and other specialized equipment used in paving.

ESSENTIAL FUNCTION: Vehicle/Equipment Maintenance. Ensures the general maintenance of County equipment used in road construction and maintenance projects is properly completed.

1. Conducts daily safety inspections on each vehicle or piece of equipment being used.
2. Performs regular maintenance inspections on assigned equipment.
3. Ensures preventative maintenance is performed on equipment.
4. Ensures assigned equipment is fueled.
5. Ensures crew trucks are stocked with needed materials and supplies.
6. Reports malfunctions or damage to the engineer.

ESSENTIAL FUNCTION: Safety Management. Provide for and ensures that required safety measures are in place and consistently utilized.

1. Ensures that the proper safety gear and personnel protective equipment (PPE) is readily available and consistently used by crew members.
2. Establishes work zones for road crews to comply with safety requirements and provide for crewmember safety; assigns crewmember to traffic control duties.
3. Conducts regular safety meetings for crewmembers.

ESSENTIAL FUNCTION: Department Operations. Performs administrative functions to provide for effective and efficient departmental operations.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

1. Represents the department and County in a positive and professional manner.
2. Participates in special projects and initiatives of the County and department.
3. Represents the department in an official capacity, in absence of the County Engineer/Director.
4. Ensures that subordinate employees maintain required credentials and participate in required training.
5. Earns and maintains credentials required for this job; participates in continuing education and activities required for maintaining certifications.
6. Completes accident reports for road crewmembers; submits to County Commission office.
7. Responds to work site emergencies.
8. Completes work orders and submits to crew and office secretary for filing.
9. Maintains time cards.
10. Turns in time sheets to supervisor.
11. Develops input for department budget submission.
12. Keeps record of supply and equipment inventory.
13. Generates purchase orders for supplies and equipment.
14. Maintains daily log of work performed, location, and number of employees on the job; generates and submits a monthly report.
15. Generates fuel management report daily.
16. Maintains records and provides to County Engineer and District Commissioners as required.
17. Writes and develops reports; submits and makes small group presentations as required.
18. Contributes to and submits information for FEMA disaster reports as required.
19. Maintains herbicide-spraying records and coordinates with ADEM and other regulatory agencies with information requests.
20. Performs other related duties as required.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of county rules, regulations, policies and procedures.
2. *Knowledge of county road and bridge systems.
3. Knowledge of safety rules including accident causation and prevention.
4. Knowledge of traffic regulations.
5. Extensive knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
6. Knowledge of MUTCD and traffic control principles.
7. Knowledge of herbicide safety and handling practices.
8. Knowledge of ADEM erosion control requirements and best management practices.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

9. Reading skills to comprehend operator manuals, directives, procedures and instructions.
10. Verbal skills to communicate effectively with supervisor, co-workers, subordinate employees and the general public.
11. Writing skills to clearly and neatly complete routine forms, records and reports.
12. Math skills to perform calculations (add, subtract, multiply, divide).
13. Skills to use specialized equipment to measure and grade roads, slopes, right-of-ways, and other parameters in paving or other repair work.
14. Skills to safely and effectively drive and operate heavy equipment in paving and repairing roads and right-of-ways.
15. Skills to safely use hand tools used in performing manual labor.
16. Ability to provide effective leadership and to supervise subordinate employees.
17. Ability to plan projects effectively.
18. Ability to establish project time lines and parameters.
19. Ability to cost out projects and develop estimates.
20. Ability to draw up project and equipment specifications.
21. Ability to develop and make presentations to small groups.
22. Ability to use measuring instruments and to read equipment gauges.
23. Ability to read and understand engineering drawings and blueprints.
24. Ability to read maps.
25. Ability to work well with co-workers.
26. Ability to work independently with little or no supervision.
27. Ability to work under extreme weather conditions.
28. Ability to move/lift objects greater than 50 lbs.
29. Ability to train other operators.
30. Ability to wear and utilize safety equipment, as required.
31. Ability to drive County vehicles and heavy equipment.

Minimum Qualifications

1. Possess a high school diploma or GED.
2. Possess an associate's degree from an accredited college in business, construction management and design, project management, GIS, planning, or related field.
3. Ten years of professional work experience in road construction or maintenance is required.
4. Minimum of two years of management and/or supervisory work experience.
5. Previous work experience in project management.
6. Work experience with a government or public entity is preferred.
7. Possession of a current and valid Alabama Class B CDL required; Class A CDL and tanker endorsement preferred. Maintains insurability for the duration of employment.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

8. Possession of, or the ability to obtain, an Alabama Pesticide Management certification with right of way and ground applicator category.
9. Possession of, or the ability to obtain, an ALDOT Roadway Technician certification, within a designated period-of-time following employment.
10. Possession of, or the ability to obtain, an ALDOT Concrete Technician certification, within a designated period-of-time following employment.
11. Possession of, or the ability to obtain, an ADEM Quality Control Inspector certification, within a designated period-of-time following employment.
12. Ability to travel overnight, as the job requires.
13. Ability to participate in continuing education to maintain credentials for the duration of employment.
14. Ability to work extended hours, overtime, and weekends as needed.
15. Ability to respond to call back for emergencies.

Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress that requires a range of safety and other precautions, e.g. working at great heights under extreme weather conditions, subject to physical attack or mob conditions, or similar situations where conditions cannot be controlled.

Physical Demands

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

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

MOTION was made by Jason Black and seconded by Steve Turner to revise the following job descriptions:

- Engineering Assistant/CAD/GIS/Election – remove Elections
- Network Support Specialist – add Elections Machine Specialist
- Monitoring Specialist/Drug Court – change job title to Drug Lab Technician

Limestone County JOB DESCRIPTION

Job Title: **Engineering Assistant – CAD/GIS**

Department: Engineering

FLSA: Nonexempt

Grade: X

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Job Description Prepared: January 2013

Revised: October 2018

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

Relationships

Reports to: County Engineer

Subordinate Staff: None

Other Internal Contacts: District Commissioners; Probate Office; Administration; Parks and Recreation; Safety Committee; EMA, Engineering Foreman

External Contacts: General Public; Contractors; City of Athens; Water Department; School Board; Board of Registrars; State DOT; Consultants

Job Summary

Under the direction of the County Engineer, the employee performs general engineering duties, prepares engineering drawings for road, site and building construction projects using CAD programs. Performs mapping and Geographic Information System duties to prepare and update County maps and mapping information. Assists with surveys. Prepares and maintains the County input to the GovDeals.com website.

Job Domains

A. GIS Operations

1. Operates and maintains the Geographic Information Systems (GIS) software.
2. Gathers and maintains data for County's Geographic Information System.
3. Develops and implements basic procedures and methods for the gathering, recording, accessing and maintaining GIS data obtained from various sources.
4. Writes applications for mobile GIS devices.
5. Produces maps using a plotter or printer.
6. Maintains the input of signage and herbicide data in the GIS.
7. Maintains GIS paving records.
8. Function as County Representative for GIS Consortium.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

B. General Engineering Support

1. Prepares engineering-level drawings and plans for construction of roads, bridges, buildings, recreational facilities, etc. using CAD software.
2. Coordinate with State DOT personnel to assist with completion of state and federally funded transportation design projects.
3. Assists the County Engineer and District Commissioners in determining maintenance and improvement projects and priorities.
4. Assists in investigating complaints, requests and reports of hazards and other information.
5. Maintains accurate records of personnel and equipment used, quantities of materials used, work accomplished and problems encountered on projects.
6. Programs, installs and downloads traffic counters.
7. Assists in developing construction cost estimates using current methods and practices.
8. Assists with engineering inspections, as needed.
9. Assists with State and Federal aid and grant construction activity documentation.
10. Conducts site investigations for the placement of driveway pipes.
11. Troubleshoots traffic signal errors and resets as necessary to ensure proper operation.
12. Coordinates with consultants, as needed.
13. Performs other duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, policies and procedures.
2. *Knowledge of County road and bridge systems.
3. Knowledge of safety rules including accident causation and prevention.
4. *Knowledge of civil engineering methods and practices related to road and bridge maintenance and construction.
5. *Knowledge of traffic safety laws, manuals and traffic control systems.
6. *Knowledge and skills in the use of Computer Aided Drafting Software such as Microstation or AutoCAD or the ability to learn such.
7. Knowledge and skills in the use of GIS software such as ESRI ArcGIS.
8. *Knowledge of election laws as it applies to voting machines.
9. Reading skills to comprehend directives, procedures, technical writings, technical drawings, memorandums and maps.
10. Verbal skills to communicate effectively with supervisor and co-workers.
11. Writing skills to take field notes, write reports, correspondence and recommendations using correct English, grammar, punctuation, and spelling.
12. Basic math skills (add, subtract, multiply, divide).

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

13. *Drafting skills to prepare plans for resurfacing and widening roads, and plans for bridges and culverts.
14. Ability to perform technical research and offer reliable advice on engineering problems.
15. Ability to participate in field survey, construction and inspection projects.
16. Ability to use computers and computer software.
17. Ability to use standard office equipment.
18. *Ability to gain multiple certifications.
19. Ability to exercise independent judgment and initiative in planning and implementing work.
20. Ability to read and understand engineering drawings.
21. Ability to drive safely.
22. Ability to read maps.
23. Ability to work under extreme weather conditions.
24. Ability to move/lift objects greater than 50 lbs.
25. Ability to wear and utilize safety equipment, as required.

Minimum Qualifications

1. Possession of a college-level GIS degree or GIS Certificate.
2. Ability & willingness to become proficient in the use of drafting/CAD programs.
3. One-to-two years of experience using ESRI Arcmap or equivalent software.
4. Ability to travel over-night to attend meetings and training programs.
5. Ability to work overtime, weekends or non-standard hours.
6. Ability to remain on call 24/7.

Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g. working at great heights under extreme weather conditions, subject to physical attack or mob conditions, or similar situations where conditions cannot be controlled.

Physical Demands

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

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Limestone County JOB DESCRIPTION

Job Title: **Network Support Specialist/Elections**

Department: Information Technology

FLSA: Nonexempt

Grade: VIII

Job Description Prepared: January 2013

Revised: September 2018

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

Relationships

Reports to: Director

Subordinate Staff: None

Other Internal Contacts: Elected Officials; County Administrator; Department Heads, and Other County personnel

External Contacts: General Public; Various vendors; Cellphone service providers; Election Machine providers

Job Summary

Under the supervision of the Director, employee provides basic administration, implementation, and maintenance services for the County's computer network, phone, and associated devices. The employee also provides Level II support services for the Trouble Call and Help Desk functions provided by the IT Department. Performs duties, as required, to assist with the delivery, validation and maintenance of voting machines for elections.

Job Domains

A. Help Desk and User Training

1. Provides Level II support for IT Trouble Call and Help Desk operations.
2. Conducts and/or coordinates user-training classes as required.
3. Answers questions or resolves computer problems for clients either in person, via telephone, or electronically.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

4. Provides assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.

B. Systems Administration, Maintenance, and Operation

1. Performs system backups and integrity checks as required.
2. Administers user, directory, & printer security for all systems.
3. Administers E-mail accounts for the County E-mail system.
4. Manages server-based software applications and systems.
5. Performs capacity planning and performance monitoring.
6. Performs maintenance and upgrades to server hardware, operating systems, and network systems.
7. Performs setup, management, and service on hardline telephone systems.
8. Coordinates cellphone service and instrument activation.
9. Performs new user account activations.
10. Installs network cables and jack terminals.
11. Monitors users through Adaptive Security Device Management.

C. Administrative and Recordkeeping

1. Maintains work order status & work order time entry up to date.
2. Maintains backup logs, maintenance logs, inventory files, etc.
3. Follows industry and Departmental standards for naming, labeling, and documenting user profiles, directories, cables, equipment, etc.
4. Researches bid quotes for new and replacement equipment.
5. Prepares IT equipment orders.
6. Runs the recycle program for used IT equipment.
7. Performs other duties as assigned.

D. Election Machine Specialist

1. Picks up election materials and data packs from printer.
2. Performs diagnostics on all electronic vote counting machines.
3. Analyzes malfunctions and makes appropriate repairs.
4. Creates test ballots to make sure machines are working properly prior to public test.
5. Assists Probate Judge to hold public test prior to each election.
6. Delivers and picks up each machine, ensures machines are delivered to appropriate place and are in working order.
7. Delivers privacy booths to polling place prior to election, picks up privacy booth after election.
8. Assists with school for inspectors and chief clerks before each election.
9. Works on election day to repair any machine problems and assist polling officials with questions that they may have during the day of election.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

10. Works election night, receives returns as they are brought to the Courthouse.
11. Generates testing reports.
12. Attends training classes.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, policies and procedures.
2. *Knowledge of County office locations.
3. Knowledge of computer operating systems and computer networks.
4. Knowledge of Internet HTTP server setup and administration.
5. Knowledge of SMTP & POP3 E-mail setup and administration.
6. Thorough knowledge of desktop computer systems and computer peripheral equipment.
7. Knowledge of basic Local and Wide Area Network systems.
8. Knowledge of TCP/IP communications protocols.
9. Knowledge of desktop office productivity applications (i.e. MS Office).
10. Knowledge of premise wiring and fiber for voice and data communications.
11. Knowledge of safety rules including accident causation and prevention.
12. Reading skills to comprehend technical manuals, directives, procedures and instructions.
13. Verbal skills to communicate effectively with supervisor and co-workers.
14. Writing skills to take field notes, write reports and correspondence using correct English, grammar, punctuation, and spelling.
15. Math skills to perform basic calculations (add, subtract, multiply, divide).
16. Ability to plan and organize work in order to set priorities and meet deadlines.
17. Ability to relate highly technical issues and respond to questions at a layman's level of understanding.
18. Ability to work independently and with minimal supervision.
19. Ability to analyze situations and exercise good judgment.
20. Ability to work effectively with hands using various hand tools.
21. Ability to use standard office equipment.
22. Ability to work in tight or confined spaces.
23. Ability to perform duties that may require long periods of standing, stooping, crouching, walking, recurring bending, stretching or similar activities.
24. Ability to work around electric power lines and sources.
25. Ability to drive.
26. Ability to climb ladders as required.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Minimum Qualifications

1. Possession of a high school diploma or GED.
2. Minimum of one-year experience with computers and systems in an office environment.
3. Some college coursework in computer networking is preferred.
4. Ability to obtain and maintain Cisco Certified Entry Networking Technician (CCENT) within 2 years of employment.
5. Possess a current and valid Alabama driver's license.
6. Ability to travel and stay overnight to attend additional training, skills development, and other self-improvement courses.
7. Ability to work nonstandard hours, including weekend and overtime

Work Environment

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

Physical Demands

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

Limestone County JOB DESCRIPTION

Job Title: **Drug Lab Technician**

Department: **Community Corrections**

FLSA: Nonexempt

Grade: VII

Job Description Prepared: February 2013

Revised: September 2018

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

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Relationships

Reports to: Director

Subordinate Staff: None

Other Internal Contacts: Community Corrections Personnel; Other County Offices

External Contacts: General Public; Police Departments; Other Sheriff's Offices; Auditors; Troopers; Border Patrol; Clerks OFC; Office Supply Vendors; Department of Human Resources; Department of Public Safety; Department of Finance; Circuit, District and Municipal Courts/Judges.

Job Summary

Under the supervision of the Director, the employee works with the Circuit, District and Municipal Court and Judges as a liaison with the programs. The employee ensures that defendants are properly screened and placed in the most appropriate programs available for rehabilitation according to the severity of their problems and ensures compliance with the court orders. The employee monitors defendants for early detection of non-compliance and return to court if defendant fails to comply. Employee also provides technical assistance and education for courts, treatment centers and general public. Maintains the files on assigned clients. Performs substance abuse testing.

Job Domains

A. Drug Lab Technician

1. Performs drug testing using automatic chemistry analyzer.
2. Maintains records for each subject tested.
3. Reports results to appropriate agency and court personnel.
4. Performs routine maintenance on instruments used.
5. Monitors/observes client specimen collection during drug screenings.
6. Maintains inventory of reagents utilized in testing and orders reagents as needed.
7. Maintains and administers color-code program for all courts.

b. Administrative Operations

1. Greets visitors to office; answer telephones and directs calls.
2. Organizes and manages file system to ensure privileged information protection.
3. Manages the collection of money and fees.
4. Reconciles cash drawer, when working the front desk.
5. Enters data into accounting management software (i.e. Quickbooks) and into MIDAS, the referral system software.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

6. Prepares invoices for drug testing.
7. Prepares bank deposit after reconciliation.
8. Assists with grant application preparation, submission, and execution.
9. Attends in-service training sessions
10. Attends department computer database and Criminal Intelligence System training as required; maintains familiarity with various screens, queries, reports and statistics as required; develops keyboarding skills to enhance data entry for personnel records, suspended work release, etc.
11. Generates mailings for defendant notifications.
12. Performs other duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County and departmental policies, procedures, and guidelines.
2. *Knowledge of drug laws and court procedures as related to job activities.
3. *Knowledge of the court system.
4. *Knowledge of County layout and road system.
5. *Knowledge of Administrative Office of Courts guidelines for monitoring clients.
6. *Knowledge of alcohol/drug abuse treatments programs.
7. *Knowledge of current popular illegible drugs.
8. *Knowledge of basic computer applications and law enforcement databases.
9. Verbal skills to effectively communicate with co-workers, supervisors, the general public and court personnel in person, over the telephone.
10. Writing skills to clearly and neatly complete routine forms, records and reports, write reports, correspondence and recommendations using correct English, grammar, punctuation, and spelling.
11. Listening skills to take accurate statements.
12. Reading skills to understand manuals, court orders and directives, procedures and instructions.
13. Math skills to perform advanced arithmetic and metric conversions required for basic substance abuse testing.
14. Skills to operate and calibrate the lab testing analyzer and equipment.
15. Skills in conducting personal interviews.
16. Organizational skills.
17. Ability to interpret test results from screenings.
18. Ability to handle all types of behaviors and remain level-headed in stressful situations.
19. Ability to analyze situations and make reasonable decisions under stressful conditions.
20. Ability to handle monies.
21. Ability to maintain files.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

22. Ability to work independently without close supervision.
23. Ability to address groups of two or more people and to testify as a witness in court.
24. Ability to use MIDAS – Administrative Office of Courts software.
25. Ability to use computers and office productivity software related to office activities.
26. Ability to use standard office equipment.
27. Ability to use multi-line telephones
28. Ability multi-task; organize and prioritize responsibilities.
29. Ability to remember names, faces and details of incidents.
30. Ability to drive.

Minimum Qualifications

1. Possess a high school diploma or GED.
2. Minimum of 18 years old.
3. Possess certification by Administrative Office of Courts as Monitoring Specialist (MS) or ability to certify and maintain certification as a MS within 12 months of employment.
4. Possess a current and valid Alabama driver's license.
5. Must pass a criminal background check.
6. Ability to travel within or outside the state.
7. Ability to work overtime, holidays, weekends and during emergencies; ability to be on call 24 hours a day.

Work Environment

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

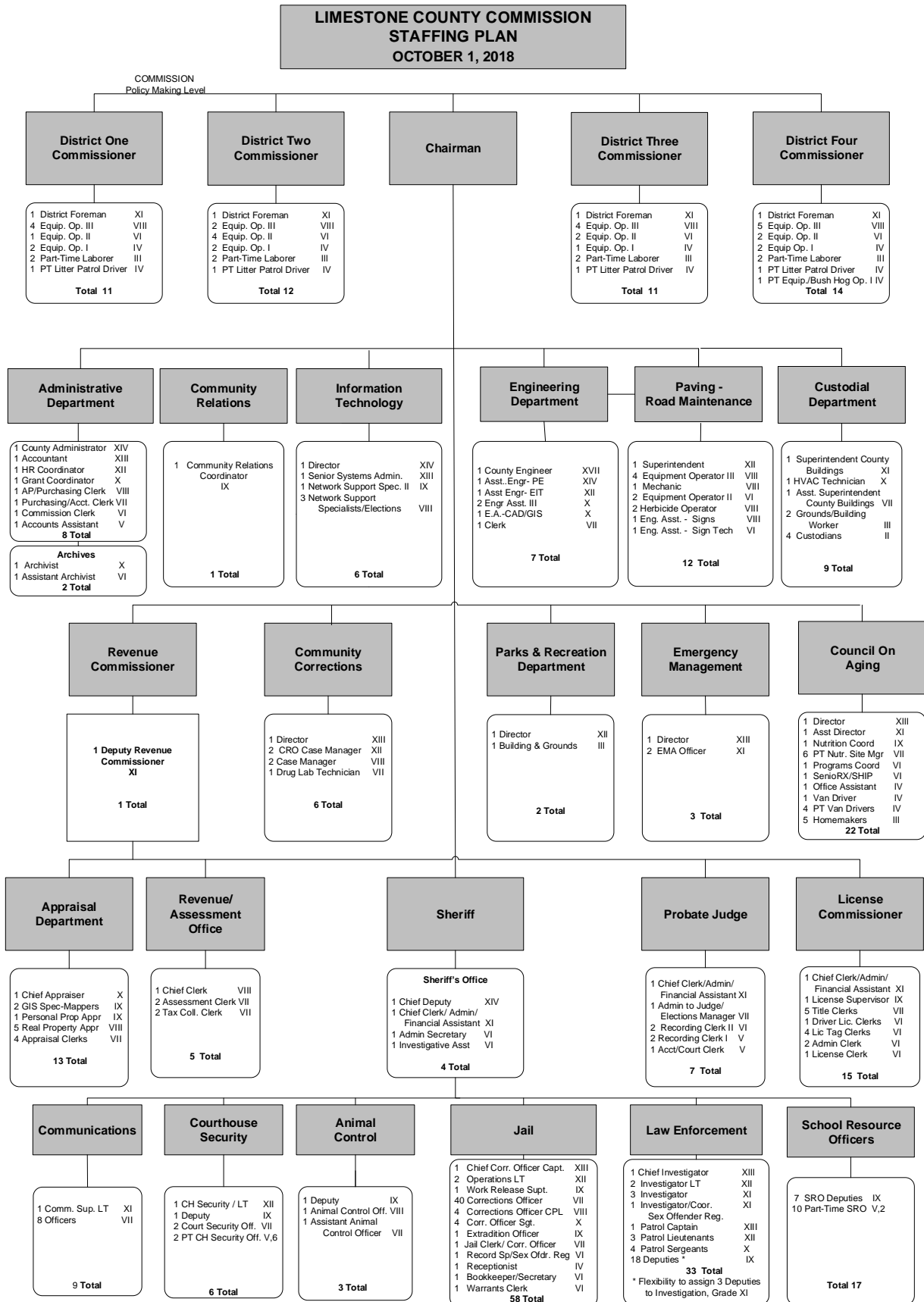
Physical Demands

The work is sedentary. Typically, the employee may sit comfortably to do the work. However, there may be some walking; standing; bending; carrying of light items such as papers, books, small parts; driving an automobile, etc. No special physical demands are required to perform the work.

The Chairman asked if there was any discussion. Commission Turner stated he was glad to get the election machine specialist duties off the Engineering Department. Commissioner Harrison thanked the I.T. department for working with the commission to accept the responsibilities. 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 Ben Harrison to approve the following Staffing Plan, effective October 1, 2018.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018



MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

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 Ben Harrison to approve the following Pay Scale, effective October 1, 2018, to reflect no cost of living adjustment or merit increases.

**Limestone County Commission Pay Scale
Effective October 1, 2018**

Merit System Suspended 10-1-18 through 9-30-19
No Cost of Living Adjustment for FY19

Grade/Step	1	2	3	4	5	6	7	8
1	\$8.69	\$8.96	\$9.24	\$9.53	\$9.83	\$10.14	\$10.46	\$10.79
2	\$9.59	\$9.89	\$10.20	\$10.52	\$10.85	\$11.19	\$11.54	\$11.91
3	\$10.61	\$10.94	\$11.29	\$11.64	\$12.01	\$12.38	\$12.77	\$13.17
4	\$11.72	\$12.09	\$12.47	\$12.86	\$13.26	\$13.68	\$14.11	\$14.55
5	\$12.96	\$13.37	\$13.79	\$14.22	\$14.67	\$15.13	\$15.60	\$16.09
6	\$14.31	\$14.76	\$15.22	\$15.70	\$16.19	\$16.70	\$17.23	\$17.77
7	\$15.81	\$16.31	\$16.82	\$17.35	\$17.89	\$18.45	\$19.03	\$19.63
8	\$17.47	\$18.02	\$18.58	\$19.17	\$19.77	\$20.39	\$21.03	\$21.69
9	\$19.31	\$19.92	\$20.54	\$21.19	\$21.85	\$22.54	\$23.25	\$23.98
10	\$21.34	\$22.01	\$22.70	\$23.41	\$24.15	\$24.91	\$25.69	\$26.50
11	\$23.59	\$24.33	\$25.09	\$25.88	\$26.70	\$27.53	\$28.40	\$29.29
12	\$26.06	\$26.88	\$27.72	\$28.59	\$29.49	\$30.42	\$31.37	\$32.36
13	\$28.79	\$29.69	\$30.63	\$31.59	\$32.58	\$33.60	\$34.66	\$35.75
14	\$31.81	\$32.81	\$33.84	\$34.90	\$36.00	\$37.13	\$38.29	\$39.50
15	\$35.15	\$36.25	\$37.39	\$38.57	\$39.78	\$41.03	\$42.31	\$43.64
16	\$28.85	\$29.76	\$30.69	\$31.65	\$32.65	\$33.67	\$34.73	\$35.82
17	\$42.92	\$44.27	\$45.66	\$47.09	\$48.57	\$50.10	\$51.67	\$53.29
18	\$47.42	\$48.91	\$50.44	\$52.03	\$53.66	\$55.35	\$57.09	\$58.88

Grade/Step	9	10	11	12	13	14	15	16	17
1	\$11.13	\$11.48	\$11.84	\$12.21	\$12.59	\$12.99	\$13.40	\$13.82	\$14.25
2	\$12.28	\$12.67	\$13.06	\$13.47	\$13.90	\$14.33	\$14.78	\$15.25	\$15.73
3	\$13.59	\$14.01	\$14.45	\$14.91	\$15.38	\$15.86	\$16.36	\$16.87	\$17.40
4	\$15.01	\$15.48	\$15.97	\$16.47	\$16.98	\$17.52	\$18.07	\$18.64	\$19.22
5	\$16.60	\$17.12	\$17.66	\$18.21	\$18.78	\$19.37	\$19.98	\$20.61	\$21.25
6	\$18.33	\$18.90	\$19.49	\$20.11	\$20.74	\$21.39	\$22.06	\$22.75	\$23.47
7	\$20.25	\$20.88	\$21.54	\$22.21	\$22.91	\$23.63	\$24.37	\$25.14	\$25.93

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Pay Scale continued:

Grade/Step	9	10	11	12	13	14	15	16	17
8	\$22.37	\$23.07	\$23.80	\$24.55	\$25.32	\$26.11	\$26.93	\$27.78	\$28.65
9	\$24.73	\$25.51	\$26.31	\$27.13	\$27.98	\$28.86	\$29.77	\$30.70	\$31.67
10	\$27.33	\$28.19	\$29.07	\$29.98	\$30.93	\$31.90	\$32.90	\$33.93	\$35.00
11	\$30.21	\$31.16	\$32.14	\$33.15	\$34.19	\$35.26	\$36.37	\$37.51	\$38.69
12	\$33.37	\$34.42	\$35.50	\$36.62	\$37.77	\$38.95	\$40.17	\$41.44	\$42.74
13	\$36.87	\$38.03	\$39.22	\$40.45	\$41.72	\$43.03	\$44.38	\$45.78	\$47.21
14	\$40.74	\$42.02	\$43.33	\$44.70	\$46.10	\$47.55	\$49.04	\$50.58	\$52.17
15	\$45.01	\$46.43	\$47.88	\$49.39	\$50.94	\$52.54	\$54.19	\$55.89	\$57.64
16	\$36.95	\$38.11	\$39.30	\$40.54	\$41.81	\$43.12	\$44.48	\$45.87	\$47.31
17	\$54.96	\$56.69	\$58.47	\$60.31	\$62.20	\$64.15	\$66.17	\$68.24	\$70.39
18	\$60.73	\$62.63	\$64.60	\$66.63	\$68.72	\$70.88	\$73.10	\$75.40	\$77.77

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

MOTION was made by Steve Turner and seconded by Ben Harrison to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Jones Spring Subdivision, Phase I	Major	Preliminary	34	2	West side of Jones Rd, approx. ¼ mile north of Jones Rd & Pepper Rd intersection
Browns Crossing, Phase 4	Major	Preliminary	69	2	North of Hwy 72, approx. ½ mile west of Mooresville Rd at the end of Eva Circle, Norfleet Dr. & Dieken Dr.
Browns Crossing, Phase 3	Major	Final	38	2	North side of Hwy 72, approx. ½ mile west of Mooresville Rd at the end of Eva Circle & Norfleet Dr.
Evans Road Sub.	Minor	Preliminary & Final	3	3	2 miles southwest of Athens on south side of Evans Rd
Big Creek Farm Subdivision Southeast	Minor	Preliminary & Final	3	4	4.5 miles northwest of Athens on the west side of Tillman Mill Rd approx. ½ mile south of Elk River Mills Rd
Sharp Road Sub.	Minor	Preliminary & Final	4	1	6 miles northeast of Athens at the intersection of Sharp Rd & Bain Rd
Wright Road Sub.	Minor	Preliminary & Final	3	3	12 miles west of Athens on the south side of Hwy 72 & east side of Wright Rd

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

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

MOTION was made by Stanley Hill and seconded by Steve Turner to approve the following speed limit:

Road Name	District	Location	Miles Per Hour
Kimzy Carr	1	East of Alabama Highway 127	30

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

MOTION was made by Steve Turner and seconded by Ben Harrison to give Administrator Pam Ball the authority to approve departmental budget revisions as necessary for end of the year procedures.

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

MOTION was made by Jason Black and seconded by Steve Turner to approve the FY 2018 – FY 2019 Budget, \$36,741,146.00.

Will insert in minute book.

<https://limestonecounty-al.gov/wp-content/uploads/2018/09/FINAL-2018-2019-Full-Budget.pdf>

The Chairman asked if there was any discussion. Commission Black said it is a lean budget, approximately \$200,000 less than fiscal year 2018. The budget is available for anyone to see or look over. He said anyone could come in and speak with the county's accountant regarding the budget anytime or talk with any Commissioner. Chairman Yarbrough announced that the budget would be online later today. He thanked Emily Ezzell, the county's accountant. He said Limestone County is in good hands with Emily and he appreciated her taking time to discuss and explain to the county employees. Commissioner Turner thanked Emily for how hard she worked putting the budget together and the department heads for their hard work. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to remove the following equipment from inventory:

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Department	Item	Inventory #
District 3	Scraper Box	1350
Engineering Department	HP Z820 PC	17749
Information Technology	Cisco WLC	4563
Information Technology	Fujitsu T4220 Laptop	4647
Information Technology	EMC NX4	4729
Information Technology	Boss Software	4942
Information Technology	Software Upgrade	4991
Information Technology	Dell Optiplex 780	18112
Information Technology	Dell Optiplex 780	18113
Information Technology	Dell Optiplex 780	18115
Information Technology	Dell Optiplex 780	18116
Information Technology	Dell Optiplex 780	18117
Information Technology	Dell Optiplex 780	18122
Information Technology	Catalyst 4500 Series Switch	18811
Information Technology	Catalyst 4500 Series Switch	18836
Jail	Zebra ID Badge Printer	4478
Jail	VMware vSphere 5	4930
Sheriff's Department	Dell Laptop	4582
Sheriff's Department	Car Video Camera	4588
Sheriff's Department	Car Video Camera	4589
Sheriff's Department	Car Video Camera	4590
Sheriff's Department	Car Video Camera	4591
Sheriff's Department	Car Video Camera	4592
Sheriff's Department	Car Video Camera	4637
Sheriff's Department	Car Video Camera	4702
Sheriff's Department	Car Video Camera	4703
Sheriff's Department	Car Video Camera	4704
Sheriff's Department	Car Video Camera	4708
Sheriff's Department	Car Video Camera	4709
Sheriff's Department	Car Video Camera	4710
Sheriff's Department	Car Video Camera	4712
Sheriff's Department	Car Video Camera	4713
Sheriff's Department	Car Video Camera	4714
Sheriff's Department	Car Video Camera	4715
Sheriff's Department	Car Video Camera	4716
Sheriff's Department	Car Video Camera	4717
Sheriff's Department	Car Video Camera	4779
Sheriff's Department	Car Video Camera	4780
Sheriff's Department	Car Video Camera	4781
Sheriff's Department	Car Video Camera	4782
Sheriff's Department	Fujitsu Tablet	4784

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Inventory changes continued:

Department	Item	Inventory #
Sheriff's Department	Fujitsu Tablet	4803
Sheriff's Department	Fujitsu Tablet	4804
Sheriff's Department	Fujitsu Tablet	4851
Sheriff's Department	Fujitsu Tablet	4865
Sheriff's Department	Fujitsu Tablet	4869
Sheriff's Department	Fujitsu Tablet	4871
Sheriff's Department	Fujitsu Tablet	4874
Sheriff's Department	Fujitsu Tablet	4887
Sheriff's Department	Fujitsu Tablet	4889
Sheriff's Department	Fujitsu Tablet	4891
Sheriff's Department	Fujitsu Tablet	4897
Sheriff's Department	Dell E6530 Laptop	4989
Sheriff's Department	2011 Chevrolet Caprice (wrecked)	9521013

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

MOTION was made by Steve Turner and seconded by Ben Harrison to transfer the following equipment:

Transfer from	Transfer to	Item	Inventory #
Jail	I. T. Dept.	Dell PowerEdge 2950 Server	4598
Jail	I. T. Dept.	Cisco 3560E 24-port Switch	4599
Jail	I. T. Dept.	Cisco 3560E 24-port Switch	4739
Jail	I. T. Dept.	Dell PowerEdge R710 Server	4792
Jail	I. T. Dept.	Windows Server 2008 Enterprise License	4793
Jail	I. T. Dept.	Dell PowerEdge R710 Server	4910
Jail	I. T. Dept.	Dell PowerEdge R710 Server	4918
Jail	I. T. Dept.	Dell PowerEdge R610 Server	4943
Jail	I. T. Dept.	EqualLogic PS4100 SAN Array	4983
Jail	I. T. Dept.	Cisco 3560X 48-port Switch	5037
Jail	I. T. Dept.	Cisco ASA 5506-X	12545
Jail	I. T. Dept.	Cisco 2960X 24-port Switch	12546
Jail	I. T. Dept.	Cisco UCS C240 Server	15254
Jail	I. T. Dept.	VMware License	18820

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

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

Chairman Yarbrough announced Public Hearings are scheduled for October 1, 2018 at 10:00 a.m. in conjunction with the regular commission meeting to receive comments relative to the proposed action to renew cable franchise agreements with Charter Communications and Mediacom.

Chairman Yarbrough announced a Public Hearing is scheduled for October 15, 2018 at 10:00 a.m. in conjunction with the regular commission meeting to receive comments relative to the proposed action to vacate a portion of Sugar Creek Road Right of Way.

Commissioner Hill thanked Emily for the hard work she does. He expressed he wanted to give step raises, but Emily showed him on paper where the county can't afford it, and he appreciated her showing him. He reported his district has been performing routine maintenance; bush hogging and bushwhacking. He urged motorists to watch out for employees in work zones.

Commissioner Turner announced, the paving crew will be on Mooresville Road, south of Highway 72 near the turn lane of Legacy Grove for the next few days. He urged everyone to be careful and watch for flagmen. He reported his district has been cleaning out ditches and will be back to bush hogging before the week's out.

Commissioner Black thanked Emily. He said the budget process is not something that happens overnight. He really hates some of the things that were not included in the budget; but you can't be an elected official and just look at today, you've got to look at tomorrow, and tomorrow is the reason we did a lot of this. He stated, it is illegal to post signs on utility poles and on the county right of ways. It is a county ordinance that signs cannot be put next to stop signs, much less tied on to a stop sign. Signs can only be placed on private property with the land owner's permission. He announced his litter crew will be removing all signs posted illegally.

Commissioner Harrison stated that the only exception to using a utility pole for placing signs is if it is an orphan pole, but signs cannot be placed on an active utility pole. He thanked Emily for helping the commission through the budget. He said the cuts were prudent things to do due to the financial situation.

Chairman Yarbrough allowed Sean Heileman speak since he was not present during the public comment segment. Mr. Heileman questioned the commission regarding the flow of information leading up to the time the budget is discussed, or in his words, the lack thereof. He was critical of the commission granting tax abatements and not granting at least a 0.1% salary adjustment to its employees. Chairman Yarbrough explained the county is not giving up anything granting tax abatements, it's not cash money. The cost of living is cash money and the budget hearings are open to the public.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 17, 2018

Recessed at 10:51 a.m. until 10:00 a.m. on Wednesday, September 26, 2018, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.