

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2017

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Martin & Cobey Construction, which was awarded the courthouse construction management contract, recently received a BuildSouth Award from the Alabama chapter of the Associated General Contractors of America for renovations to the historic Limestone County Courthouse. Kelly Howard presented trophies received from the AGC to the Commission and architect Robert Littleton with Goodwyn, Mills & Cawood. The Chairman praised Kelly Howard and Robert Littleton for their work on the courthouse project.

Chairman Mark Yarbrough presented Mike Hardaway a certificate for his 12-years of outstanding service on the Limestone County Water & Sewer Authority Board.

Chairman Mark Yarbrough presented appreciation certificates to Elizabeth Anderson, Helen Carter, Deanna McNeil, Susan Todd, and Mary Nell Clem for their service on the courthouse committee that was responsible for choosing the color scheme. In addition, Chairman Yarbrough presented Elizabeth Anderson with a sketch of the courthouse for the countless hours she dedicated to choosing wood stain, blinds, tile coloring, and decorations for the courthouse.

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 Ben Harrison and seconded by Jason Black to approve the minutes of January 17 & February 1, 2017.

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

MOTION was made by Steve Turner and seconded by Stanley Hill to approve the following claims

| | | |
|---------|-----------------------|------------------|
| 1/13/17 | Check # 41737 – 41806 | \$ 227,687.16 |
| 1/20/17 | Check # 41807 – 41870 | \$ 876,927.15 |
| 1/27/17 | Check # 41871 – 41931 | \$1,171,966.13 |
| 1/31/17 | Check # 41932 – 41978 | \$ 227,859.55 |
| 1/31/17 | Check # 41979 | Void |
| 1/31/17 | Check # 41980 – 41981 | \$ 9,136.58 |
| 1/31/17 | Check # 41982 | <u>\$ 500.00</u> |
| | TOTAL | \$2,514,076.57 |

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

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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 to renew participation in the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. for calendar years 2018 through 2020.

RESOLUTION

WHEREAS, Limestone County is a member of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. ("Liability Fund") for the contract period ending Dec. 31, 2017; and

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

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

WHEREAS, Limestone County would benefit by agreeing to extend its participation in the Liability Fund for an additional three-year period beginning Jan. 1, 2018 and concluding Dec. 31, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Limestone County Commission that it renews its participation in the Liability Fund for calendar years 2018 through 2020 and hereby directs its Chair to immediately execute the 2018-2020 ACCA Liability Self-Insurance Fund, Inc. Participation Agreement.

Adopted this the 6th day of February 2017.

County Commission Chairperson

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

MOTION was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following Amendment to Participate Agreement between the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. and Limestone County Commission for the purposes of providing property insurance coverage in addition to liability coverage.

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**Association of County Commissions of Alabama
Liability Self-Insurance Fund, Inc.
Property Program**

Amendment to Participation Agreement

This Amendment to the Participation Agreement is entered into by and between the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. (hereinafter referred to as "Fund" and the undersigned County or County Entity of the State of Alabama (hereinafter referred to as "Participant"), for the purposes of providing property coverage in addition to liability coverage as prescribed by the Fund's Property Coverage Document and any Endorsement thereto. If requested, the Fund may also provide Crime Coverage through the Crime Coverage Document.

The term of this Amendment shall be the period stated in the Declarations and ending at the time the Participation Agreement ends. All terms and conditions stated in the Participation Agreement shall apply to the Property Program.

Each Participant agrees that by executing this Amendment to the Participation Agreement it understands and agrees that the Fund is simply a legal vehicle by which each member Participant has joined together in providing self-insurance liability and property programs under the provisions of Ala. Code §§ 11-30-1, et seq., as amended by Action 2015-53, and as may be further amended. Under no circumstances shall the Fund be deemed to be an insurance company.

IN WITNESS WHEREOF, the parties hereto execute this Amendment this the 6th day of February, 2016.

ASSOCIATION OF COUNTY COMMISSIONS
OF ALABAMA LIABILITY SELF-INSURANCE
FUND, INC.

By _____
ACCA LSIF -Fund Representative

For _____
Participant Name

By _____
Chairman of the County Commission, or
Director of the County Entity

The Chairman asked if there was any discussion. Commissioner Harrison stated he serves on the liability board and the liability fund was able to capitalize the fund for the property insurance and he thinks this is a good program. The Administrator called the

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roll. Ben Harrison, aye; Jason Black, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Stanley Hill to approve Change Order #2 in the amount of \$7,027.00 for ALDOT Project No. TAPAA-13(903) Grant for refurbishment of the Limestone County Archives; County portion \$1,405.40 for a required fire hydrant that was not included in the original aid-to-construction cost.

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

MOTION was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following agreement between Neel-Schaffer, Inc. and the Limestone County Commission for bridge inspection and engineering services on Easter Ferry Road Bridge over Elk River, in the amount of \$9,500.00.

FEE PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES BRIDGE INSPECTION AND ENGINEERING SERVICES Easter Ferry Road Bridge over Elk River

Neel-Schaffer, Inc. (NSI) is pleased to provide this proposal and agreement for providing professional engineering services for bridge inspection and repair related to deteriorated bearing devices at the above referenced bridge. We have identified two phases of services which are typically related to this type of project. Phase 1 will include field inspection to the extent needed to determine the deterioration present at each bearing followed by recommendations for repairs. After the scope of bearing repairs has been established in the first phase, Phase 2 would include preparation of bid documents and specifications on behalf of the County and providing construction management and field observations.

This agreement is for Phase 1 services only. However, Phase 2 services may be included at a later date as additional services by supplemental agreement at the discretion of the County Commission.

This document will provide formal terms of our agreement with the County for this project.

SCOPE OF WORK

Neel-Schaffer, Inc. shall provide the following services in relation to this project:

- **Phase 1:** Includes field inspection services required in order to determine the nature and extent of deterioration at each bearing. Phase 1 will conclude with a report to the County of our findings along with recommendations as to the type and extent of bearing repairs needed. Inspections will be conducted by ALDOT-certified bridge inspectors. Rental of a platform type underhung crane for access to the bearing is included in fee during this phase. Our field inspection services will be limited to a hands-on inspection only of the bridge bearing devices for the purpose of providing repairs recommendations and subsequent bid documents.

Phase 1 Items to be Provided by Owner: We have assumed that the County will provide all the labor, equipment, and materials as required for traffic control to provide the lane closures necessary for the bridge bearing inspection to proceed. The County will be solely responsible for all aspects of the traffic control design, signs, barriers, personnel and other appurtenances that may be required to provide safety to the public and to the inspection equipment and personnel during the field inspections.

- **Phase 2:** Phase 2 services are not currently included as part of this agreement, but may be performed as additional services at a later date.

SCHEDULE / AUTHORIZATION

The professional services outlined herein will commence immediately upon your acceptance of this agreement. If the terms of this agreement are acceptable, please provide authorization by signing where indicated on the last page of this Agreement and returning a copy to our office by facsimile, mail, or other means of delivery.

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FEE

It is proposed that the services provided under this agreement be performed on a Lump Sum Basis in two phases:
Phase 1 Services: \$5,900 (Field Inspection and Report) + \$3,600 (Inspection Equipment Rental) = \$9,500 Lump Sum.

Terms of payment will be net 30 days from receipt of the NSI invoices and will be submitted to the County monthly based upon a percentage completion of each phase of service.

LIMITATIONS

This Agreement will be subject to the terms and conditions presented in **Exhibit A** of this proposal.

This letter consisting of three pages and, Exhibit A "General Terms and Conditions" consisting of four pages; represent the entire agreement between **Neel-Schaffer, Inc.** and the **LIMESTONE COUNTY COMMISSION**. This Letter Agreement may only be modified or amended by a duly executed written document.

EXHIBIT A

NEEL-SCHAFFER, INC. (NSI)

GENERAL TERMS AND CONDITIONS

PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Owner.** NSI shall serve as the Owner's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. NSI shall not be considered to be the agent of the Owner. The Professional consultant shall not be considered to be the agent of the Owner. To the extent that Owner is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Owner, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Owner is responsible for retaining an independent registered municipal advisor for such advice or recommendation.
2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Owner.** Owner shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Owner shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Owner shall give prompt written notice to NSI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Owner shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Owner becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in its Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Owner and the Owners' contractors or subcontractors to notify the Professional consultant shall relieve the Professional consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be the property of NSI. NSI shall have the right to retain copies of all documents for its files.
6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Owner agrees they should not be used by the Owner or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Owner's sole risk, and Owner shall indemnify and hold harmless Professional consultant from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Owner

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further acknowledges that any reports or studies prepared by NSI are intended solely for the Owner's use and information, and the Owner shall defend and indemnify NSI from any liabilities arising out of other entities' reliance on such reports or studies.

7. **Changes.** Owner reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Owner shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.
8. **Suspension of Services.** Owner may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms* and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.
9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Owner, under the same terms, whenever Owner shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Owner.
10. **Delays.** If NSI's services are delayed by the Owner, or for other reasons beyond NSI's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
12. **Indemnification.** NSI shall indemnify and hold harmless Owner from Owner's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the negligent act, error or omission of NSI.

Owner shall indemnify and hold harmless NSI from NSI's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the negligent act, error or omission of Owner.

In the event of joint or concurrent negligence of NSI and Owner, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Owner shall not be liable to NSI, and NSI shall not be liable to the Owner, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Owner or NSI or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

Professional consultant's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Owner and Professional consultant as set forth in Section 17 Risk Allocation of this Agreement.

Owner waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Professional consultant for any claim or action arising out of Professional consultant's scope of services related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Owner will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

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15. **Insurance.** Within the context of prudent business practices, NSI shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Owner recognizes that insurance market is erratic and NSI cannot guarantee to maintain the coverages identified above.
16. **Information Provided by the Owner.** NSI shall indicate to the Owner the information needed for rendering of services hereunder. The Owner may elect to provide this information (including services by others) to NSI. In this case, the Owner recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Owner. In addition, the Owner agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Owner which is insufficient.
17. **Risk Allocation.** The Owner recognizes that NSI's fee includes an allowance for funding a variety of risks which affect NSI by virtue of their agreeing to perform planning services on the Owner's behalf. One of these risks stems from the NSI's potential for human error. In order for the Owner to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit NSI's liability to the Owner arising from NSI's professional acts, errors or omissions, such that the total aggregate liability of NSI to all those named shall not exceed \$50,000 or NSI's total fee for the services rendered on this project, whichever is greater.
18. **Payment** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Owner. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Owner shall be taken to mean that the Owner is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Owner agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Owner fails to make payments; then NSI, after giving seven (7) days written notice to the Owner, may suspend services until the Owner has paid in full all amounts due for services, expenses, and other related charges without recourse to the Owner for loss or damage caused by such suspension. The Owner waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Owner contests an invoice, the Owner may withhold only that portion so contested and pay the undisputed portion, after the Owner has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

If NSI brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if NSI must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then NSI shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
19. **Force Majeure.** Neither Owner nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
23. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of Madison County, Mississippi, or the United States District Court which includes within its geographical Division, Madison County, Mississippi; and shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.

By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.
24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

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25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Owner and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
29. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Owner, if Owner is not the Project Owner, shall provide to Professional Consultant the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Owner's point of contact with the Owner for the Project.
30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Owner and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Owner and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Owner and Professional Consultant.
31. **Course of Dealing.** Owner and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Owner or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

The Chairman asked if there was any discussion. Commissioner Harrison stated this portion is for inspection of bearings to determine what repairs are needed. 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 Ben Harrison to approve the following budget revision:

| Department | Account Number | Title of Line Item | Amount |
|------------|----------------|------------------------|---------------|
| Courthouse | 112-35910-000 | Budgetary Fund Balance | - \$46,100.00 |
| | 112-51002-231 | R & M Building | + \$46,100.00 |

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 approve the following board appointments for the Limestone County Water & Sewer Authority Board effective March 1, 2017, with terms ending March 1, 2023:

- Reappoint Johnny Hatchett in District 1
- Appoint Richard Robinson in District 4

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The Chairman asked if there was any discussion. There was no discussion. 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 Steve Turner and seconded by Stanley Hill to reappoint the following members to the Industrial Development Board of Limestone County, with terms ending May 17, 2023:

- Timmy Baugher
- Charles Durham
- Gideon Flanagan

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 appoint Gayle Black to the Department of Human Resources Board, to fill June Maplesden’s vacancy for the remainder of the term which expires October 1, 2021.

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

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

| Proposal No. | Item | Awarded to | Amount |
|---------------------|---|-------------------|---------------|
| 2603 | Body Video Cameras (Sheriff’s Department) | TASER | \$403.79 each |
| 2604 | Printing Tag Mail Notices (License Commission) | IMS Enterprises | \$16,835.00 |
| 2605 | Printing Security Envelopes (License Commission) | IMS Enterprises | \$1,120.00 |

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.

MOTION was made by Steve Turner and Jason Black to approve the following personnel actions:

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- Promote Lance Royals to Chief Investigator at the Sheriff’s Department
- Promote Johnny Morell to Lieutenant Investigator at the Sheriff’s Department
- Employ Sam King as Nutrition Center Manager for Council on Aging

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

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

| Name | Position | Effective Date | Current Rate Per Hour | New Rate Per Hour |
|---------------------|-------------------------------|-----------------------|------------------------------|--------------------------|
| Michael S. Black | Equipment Operator III | 2/28/17 | 23.10 | 23.83 |
| William K. Chandler | Corrections Officer | 2/05/17 | 19.66 | 20.27 |
| Danny Craig | Deputy | 2/01/17 | 19.95 | 20.57 |
| April Davis | Assistant Archivist | 2/08/17 | 14.78 | 15.24 |
| Debra Davis | Chief Clerk – Sheriff’s Dept. | 2/03/17 | 25.91 | 26.73 |
| Sandra Gaines | Title Clerk | 2/08/17 | 16.33 | 16.84 |
| Jonathan D. Hinton | School Resource Officer | 2/01/17 | 26.35 | 27.17 |
| Sonya G. Persell | GIS Specialist | 2/14/17 | 28.91 | 29.81 |
| Cameron Puckett | Chief Clerk – Revenue Comm. | 2/16/17 | 18.04 | 18.61 |
| Ricky Vining | Equipment Operator II | 2/04/17 | 14.78 | 15.24 |
| Dennis Wallace | Equipment Operator III | 2/06/17 | 18.04 | 18.61 |
| Y. Denise Williams | Title Clerk | 2/25/17 | 16.84 | 17.37 |
| Stephen Young | Communications Lieutenant | 2/03/17 | 23.62 | 24.36 |

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

MOTION was made by Steve Turner and seconded by Stanley Hill to approve the updated subdivision regulations.

<http://limestonecounty-al.gov/wp-content/uploads/2017/01/1-27-Limestone-County-Subdivision-Regulations-2017.pdf>

The Chairman asked if there was any discussion. Commissioner Black stated this has been needed for a long time, because certain subdivision roads are falling apart, and this will ensure we won’t have these problems again. Commissioner Turner said he looks at this as a cost saving measure. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

County Engineer Bryant Moss expressed his appreciation to the Commission and developers who commented on the proposed subdivision regulations, and thanked Morell Engineering for drafting the guidelines.

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MOTION was made by Steve Turner and seconded by Jason Black to approve a request to vacate the pedestrian access portion of the easement along the north boundary of Lots 38 and 39 within the subdivision of Caldera Ridge Phase II, on Neptune Lane, yet retain the 15' utility and drainage easement, in District 2.

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

MOTION was made by Ben Harrison and seconded by Jason Black to approve Change Order for Bid No. 2581, Data Infrastructure and Audio System and Wiring for the Courthouse:

- Building System Technology, Inc. CO #6 for communications wiring on the second floor for circuit judge's office and clerk's office; \$380.00.

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 approve the following Change Orders for Phase III of the Courthouse renovation project; \$36,112.31.

- VEEP Electrical Service, Inc. CO #5 – for reworking of the existing electrical work to the existing chiller; \$2,413.94
- VEEP Electrical Service, Inc. CO #6 – for reworking electrical items due to the structural repairs to the attic floor and third floor walls and floor; \$4,420.37
- VEEP Electrical Service, Inc. CO #20 – added lighting above the vanity sinks in the public restrooms; \$11,021.60
- VEEP Electrical Service, Inc. CO #21 – for the installation of a new 15 KVA step up transformer for the domestic water booster pump; \$4,000.00
- VEEP Electrical Service, Inc. CO #22 – for the installation of new lighting in Courtroom 205, third floor Circuit Courtroom; \$14,256.40

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.

Recessed at 10:30 a.m. until 10:00 a.m. on Wednesday, February 15, 2017, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.