

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 17, 2017**

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

Present: Stanley Hill, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Mark Yarbrough, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Jason Black and seconded by Steve Turner to approve the minutes of July 5 & 12, 2017.

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

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

7/07/17	Check # 44030 - 44092	\$416,699.93
7/14/17	Check # 44093 - 44148	<u>\$458,768.38</u>
	TOTAL	\$875,468.31

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

**MOTION** was made by Ben Harrison and seconded by Steve Turner to concur with the award of the contract for resurfacing of Parker Rd from SR-2 (US -72) to New Cut Road (site 1), widening and resurfacing of Baker Hill Road from New Cut Road to Elk River Mills Road (site 2) and resurfacing of Elk River Mills Road from Baker Hill Road to BIN 5203 over the Elk River (site 3) to Reed Contracting Services, Inc. Project # STPNU-4216 (251), LCP 42-164-15.

Federal Aid Funds	\$490,453.58
County Funds	\$122,613.39
Total Including E&I	\$613,066.97

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

**MOTION** was made by Jason Black and seconded by Steve Turner to approve the 2007 Chevrolet Silverado Pick-up Truck Lease for the Sheriff's Department for an annual rent of \$1.00: VIN # 1GCEC19Y67Z610261.

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

**MOTION** was made by Jason Black and seconded by Steve Turner to suspend the Rules of Order to add two agreements to the agenda.

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 approve the following agreement between the City of Huntsville, City of Madison and the Limestone County Commission for resurfacing of Huntsville-Brownsferry Road from Mooresville Road to Burgreen Road.

Madison cost	\$248,653.27
Huntsville cost	\$271,964.52
Limestone County cost	<u>\$256,423.69</u>
TOTAL	\$777,041.48

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, THE CITY OF  
MADISON, ALABAMA, AND THE LIMESTONE COUNTY COMMISSION  
FOR RESURFACING OF HUNTSVILLE-BROWNSFERRY ROAD  
FROM MOORESVILLE ROAD TO BURGREEN ROAD**

This Memorandum of Agreement is entered into by and between the City of Huntsville, Alabama (“Huntsville”), the City of Madison, Alabama (“Madison”), and the Limestone County Commission, as the governing body of Limestone County, Alabama (“Limestone County”), and shall be effective as of the date this Agreement is executed by the parties hereto with the latest date of execution being the effective date in the event the authorized signatures are affixed on different dates.

**WHEREAS**, Huntsville-Brownsferry Road from Mooresville Road to Burgreen Road lies within the jurisdictions of Huntsville, Madison, and Limestone County; and,

**WHEREAS**, Title 11, Chapter 102 of the *Code of Alabama* (1975), as amended, expressly provides for counties and incorporated municipalities in the State of Alabama such as the parties hereto to enter into a written contract such as this Agreement for the joint exercise of any power or service that each of them are authorized to exercise individually; and,

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**WHEREAS**, each of the parties hereto are authorized and empowered by law individually to contract for resurfacing and maintenance of roads and public thoroughfares within their respective jurisdictions, including conducting any competitive bid process in conjunction therewith; and,

**WHEREAS**, all of the parties have a common interest in the resurfacing and maintenance of Huntsville-Brownsferry Road from Mooresville Road to Burgreen Road, and hereby desire to enter into this Agreement to all participate and share in the expense of resurfacing Huntsville-Brownsferry Road from Mooresville Road to Burgreen Road;

**NOW, THEREFORE**, the parties, intending to be legally bound hereby, memorialize the terms and conditions of their agreement and declare that the terms and conditions of their agreement are and shall be as follows:

1. This Memorandum of Agreement between Huntsville, Madison, and Limestone County is for the resurfacing of Huntsville-Brownsferry Road from Mooresville Road to Burgreen Road, an approximate length of 23,550 feet, consisting of work that will generally include patching, milling, binding and leveling, wearing, striping, and incidental work on adjoining shoulders, all at the currently total estimated cost of \$777,041.48 as set forth along with a breakdown of the entities' estimated shares and financial responsibilities in "Exhibit A" attached hereto.

2. The parties agree and acknowledge that the total cost estimate set forth in "Exhibit A", \$777,041.48, is a good faith estimate known and understood by all parties at this time, and that the actual costs of the resurfacing work to be performed could be more, or less, once the work begins and is completed.

3. Notwithstanding any increase, or decrease, in the actual costs of the resurfacing work to be performed against the good faith estimate in "Exhibit A", the parties expressly agree and acknowledge that each party's obligation for their individual financial contribution and payment to the project shall be based upon the percentages stated in "Exhibit A", those being Huntsville – 35%, Madison – 32%, and Limestone County – 33%.

4. The project will be managed by Limestone County utilizing their annual maintenance paving contract, and Huntsville and Madison shall provide assistance as reasonably requested by Limestone County.

5. Limestone County shall advance all costs associated with the resurfacing work to the project's contractor(s) and vendor(s), and Limestone County shall invoice Huntsville and Madison for their respective portions of the project costs. At Limestone County's discretion, the respective costs invoiced to and paid from Huntsville and Madison may be submitted as one invoice to each entity, respectively, at the completion of the project or in multiple invoices based upon the progress of the project. Huntsville

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and Madison shall pay their share of costs invoiced to them by Limestone County within thirty (30) days of receipt of their invoices, respectively.

6. Limestone County shall notify Huntsville and/or Madison, as may be necessary, of any unanticipated project cost overruns during the project. All project cost overruns shall be subject to review and approval by the Engineering Departments of Huntsville and/or Madison, as the case may be, prior to the unanticipated additional work and cost overruns being performed, though any such review and approval required under this Agreement shall not be unreasonably withheld or delayed by any engineer or party hereto.

7. All work contemplated under this Agreement shall be performed within existing rights-of-way, and Huntsville and Madison, by execution of this Agreement, hereby grant Limestone County full use and access of their rights-of-way for the performance of this Agreement and the resurfacing work.

8. Upon completion of the project all parties shall remain responsible for the maintenance of those portions of Huntsville-Brownsferry Road from Mooresville Road to Burgreen Road within their respective jurisdictions.

9. The parties hereto agree and acknowledge that this Agreement may be executed in counterparts with all executed signature pages, collectively, being one binding and enforceable agreement.

10. Each party hereby warrants and represents unto the other by the execution of this Agreement that the representative of each entity hereby executing this Agreement has done so with full authority to bind each entity hereto.

**City of Huntsville, Alabama, a municipal corporation**

\_\_\_\_\_  
Tommy Battle, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Madison, Alabama, a municipal corporation**

\_\_\_\_\_  
Paul Finley, Mayor

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Date: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Limestone County, Alabama**

\_\_\_\_\_  
Mark Yarbrough, Chairman

Limestone County Commission

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

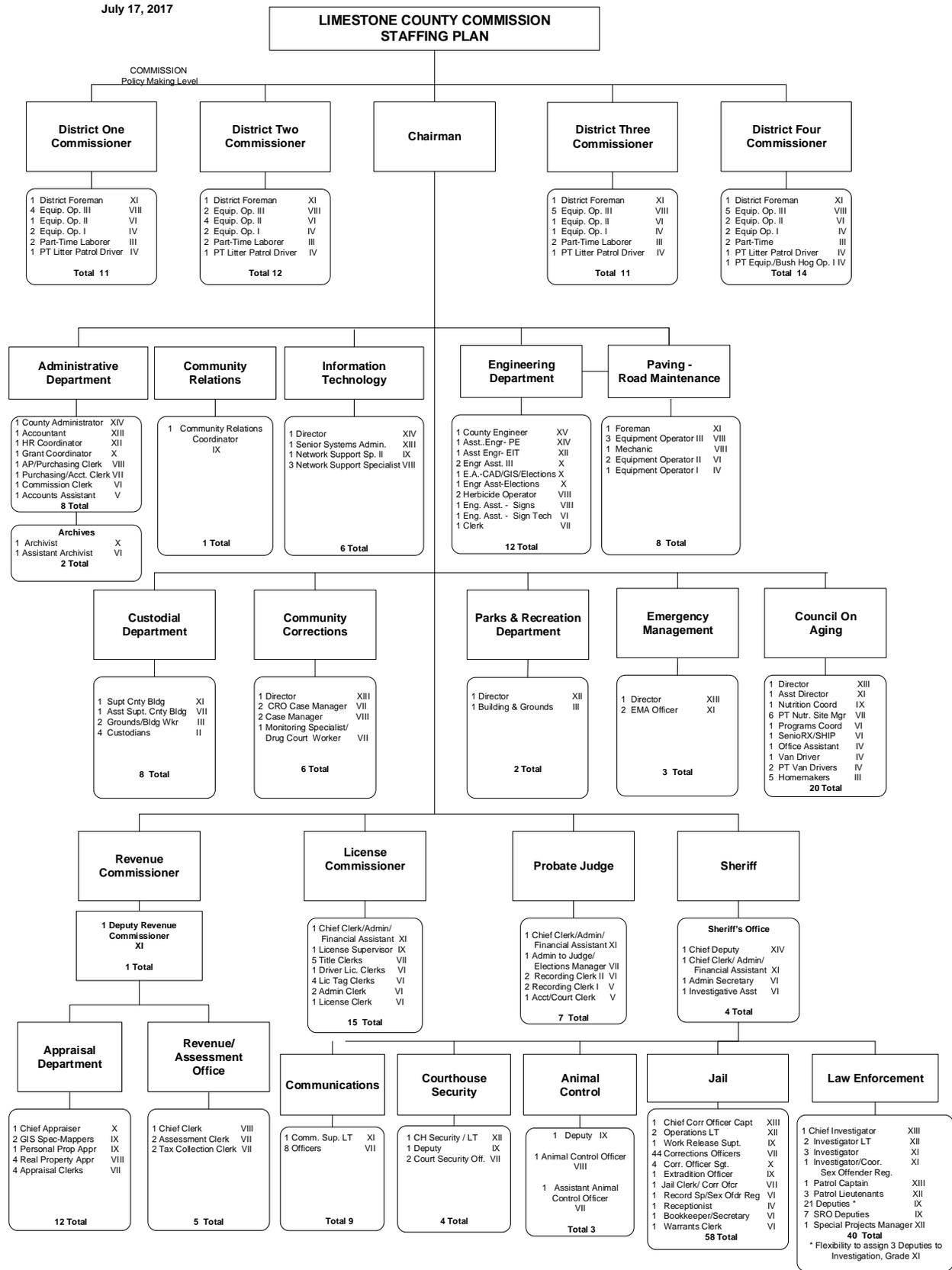
The Chairman asked if there was any discussion. The Commissioners voiced acknowledgement to Mayor Battle and Mayor Finley for agreeing to work together on the joint resurfacing project. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Ben Harrison to approve TARCOG – Alabama Department of Senior Service Senior Community Service Employment Program (ADSS SCSEP) Host Agency Agreement and Senior Service America, Inc. Senior Community Service Employment Program (SSAI SCSEP) Host Agency Agreement for senior aides at each Senior Center. Authorize Council on Aging Director Susan McGrady to sign as host agency representative.

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 Stanley Hill and seconded by Steve Turner to revise the Staffing Plan to delete Network Administrator grade XI and add Network Support Specialist II grade IX in the Information Technology Department.

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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 Stanley Hill and seconded by Jason Black to approve the following job description for Network Support Specialist II, grade IX.

**Limestone County  
JOB DESCRIPTION**

Job Title: Network Support Specialist II  
Department: Information Technology  
FLSA: Nonexempt Grade: IX

Job Description Prepared: July 2017

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: Sr. Systems Administrator, IT Director  
Subordinate Staff: None  
Other Internal Contacts: Commissioners; Chairman; County Administrator; Elected Officials; Department Heads; All Other County Staff  
External Contacts: Vendors; Telephone Companies; Cable Companies

**Job Summary**

Under the supervision of the IT Director and senior IT staff, the employee provides intermediate level to advanced level hardware and software support to all County employees. The employee performs advanced administration and implementation of new hardware, including specialized hardware such as vehicle modems. The employee has no direct subordinates, but will provide assistance to other junior IT staff on an individual project basis.

**Job Domains**

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### A. Project Management

1. Assists in the development of project implementation plans.
2. Reports project status to senior staff members and IT Director.

### B. Network Administration, Maintenance and Operation

1. Provides assistance to County employees by troubleshooting and resolving issues reported to the IT Help Desk.
2. Escalates issues to senior staff as needed, while remaining involved.
3. Administers user security for all systems.
4. Assists with capacity planning and performance monitoring on all systems and networks.
5. Verifies the accuracy of tasks performed by outside service providers.
6. Coordinates with contractors to plan, install, and verify software and hardware for County use.
7. Maintains fiber optic connections between County, City, and State entities.
8. Maintains County e-mail and data sharing systems and access.
9. Verifies and configures VPN accounts for remote users and contractors.
10. Troubleshoots and repairs any damage to the County network infrastructure, including: virus control and mitigation, fiber and copper cabling failures, and software failures.
11. Performs maintenance and upgrades to network systems as required.
12. Assists with maintaining systems inventory.
13. Ensures industry and departmental standards are enforced pertaining to wiring, labeling, naming conventions, methods, and documentation.
14. Assists in development of departmental & enterprise standards as it relates to network implementation and usage.
15. Conducts and/or coordinates user training classes as required.
16. Maintains current knowledge and skill base for the software and hardware systems by attending certified training courses, as well as keeping certification testing status current.
17. Verifies and validates licensing agreements with vendors for all software purchased by the County and installed on networked machines.
18. Configures and deploys mobile data terminals (MDTs) for first responders.
19. Configures and deploys vehicle-specific hardware and software solutions for first-responders.
20. Performs other duties as assigned by supervisor and/or Commission.

### **Knowledge, Skills and Abilities**

(\* Can be acquired on the job)

1. \*Knowledge of County rules, regulations, policies and procedures.
2. Knowledge of computer applications, i.e., hardware, software, peripherals, etc.
3. Knowledge of network operating systems, setup and maintenance.

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4. Knowledge of supporting, implementing and/or administering networks such as Microsoft Windows Active Directory.
5. Knowledge of network systems including switches, routers, firewalls, wireless access points, and other related systems.
6. Intermediate level knowledge of computer troubleshooting and repair.
7. Knowledge of premise wiring and fiber for video, voice, and data communications.
8. Knowledge of outside plant wiring and fiber for video, voice, and data communications.
9. Knowledge of safety rules including accident causation and prevention.
10. Knowledge of desktop computer systems and computer peripheral equipment.
11. Knowledge of project management principles, including budgeting.
12. Knowledge of Microsoft Windows Server OS and Linux OS.
13. Knowledge of OSI model.
14. Reading skills to comprehend and understand highly technical manuals, directives, procedures and instructions.
15. Verbal skills to communicate effectively with elected officials, supervisor, co-workers, and other employees.
16. Writing skills to take field notes, write reports, correspondence and recommendations using correct English, grammar, punctuation, and spelling.
17. Math skills to perform calculations (add, subtract, multiply, divide).
18. Skills to troubleshoot and diagnose hardware and software problems.
19. Ability to keep information confidential.
20. Ability to plan and organize work in order to set priorities and meet deadlines.
21. Ability to work independently and make sound technical decisions.
22. Ability to analyze situations and exercise good judgment.
23. Ability to work effectively with hands using various hand tools.
24. Ability to use standard office equipment.
25. Ability to work in tight or confined spaces.
26. Ability to perform duties that may require long periods of standing, stooping, crouching, walking, recurring bending, stretching or similar activities.
27. Ability to work around electric power lines and sources.
28. Ability to climb ladders.

### **Minimum Qualifications**

1. Bachelor's Degree from an accredited college or university is preferred.
2. IT support experience is preferred.
3. Ability to obtain and maintain CompTIA A+ within 2 years of employment.
4. Possess a current and valid Alabama driver's license.
5. Ability to travel and stay overnight as required.
6. Ability to be available for after-hours support calls on a rotating basis.

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- 7. Ability to work nonstandard hours, including weekends and overtime.
- 8. Ability to attend additional training, skills development, and other self-improvement courses as deemed necessary by supervisor.
- 9. Preferred Certification in Microsoft Office.

**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.

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 Ben Harrison to approve the following subdivision:

<b>Name</b>	<b>S/D Type</b>	<b>Approval Type</b>	<b>Lots</b>	<b>District</b>	<b>Location</b>
Legacy Grove Addition # 9B	Major	Final	41	2	North side of Newby Rd east & adjacent to Legacy Grove 9A

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 following inventory change:

<b>Transfer from</b>	<b>Transfer to</b>	<b>Item</b>	<b>Vin. #</b>
EMA	Sheriff's Dept.	2006 Dodge Durango	1D8HB38NX6F119213

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

**MOTION** was made by Stanley Hill and seconded by Steve Turner to sell the following on GovDeals:

<b>Department</b>	<b>Item</b>	<b>Serial #</b>
District 1	2009 John Deere Tractor	LV5101E160581

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 Jason Black and seconded by Ben Harrison to approve the following Change Order for ALDOT Project No. TAPAA-13(903) Refurbishment of the Limestone County Archives; \$3,261.50 - State portion (80%) \$2,625.20, County portion (20%) \$656.30.

- Premier Structures, Inc. CO #4 - to install Grab Bar and Knox Box and change lighting in the back document storage room.

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 Steve Turner to approve to set a Public Hearing to be held on September 5, 2017 regarding the vacation of a portion of right-of-way on Lakeview Street.

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

**MOTION** was made by Steve Turner and seconded by Stanley Hill to suspend the Rules of Order to add a resurfacing project to the agenda.

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 Steve Turner and seconded by Stanley Hill to approve the following road improvement projects in District 2.

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<b>Road Name</b>	<b>Length in feet</b>	<b>Note</b>	<b>Cost</b>
McLemore Circle Northwest from East Limestone Road west to McLemore Drive	2325	Chip Seal & plant mix	\$27,800.00
Holmes Lane from Old Railroad Bed Road west to dead end	475	Plant mix	\$ 2,500.00

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

Commissioner Turner reported that Reed Contracting started work on Nick Davis Road this morning. Huntsville Brownsferry Road work is scheduled to begin Wednesday. Commissioner Turner recommended motorists who normally travel these roads might want to take a different route for the next few weeks.

Commissioner Black stated that District 3 completed the roads they had been prepping to be paved. They are also assisting TVA with a project on Hatchett Road. He gave an update about the Old Highway 20 bridge.

Commissioner Harrison reported they had finished Taylor Road. Beauchamp Branch Road is closed, from three months to approximately one year. Discussed using a County truck and flat bed to pick up expired top soil at Scott's in Birmingham at no charge, to give to the schools.

Chairman Yarbrough mentioned that CASA is dissolving and doing away with the annual Mud Volleyball event. He applauded Michelle Williamson, Gina Yarbrough, Tammy Waddell and Susan McGrady for taking on the event and Alicia Sanders for officiating. He stated the net proceeds were around \$10,000 which will benefit the American Cancer Society.

Recessed at 10:53 a.m. until 10:00 a.m. on Wednesday, August 2, 2017 at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.