

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2020
COMMISSION MEETING**

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

Present: Daryl Sammet, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Daryl Sammet to approve the minutes of June 15, 2020.

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

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

| | | |
|---------|-----------------------|----------------------|
| 6/12/20 | Check # 57571 – 57636 | \$ 861,975.82 |
| 6/12/20 | Check # 57637 – 57638 | \$ 2,500.00 |
| 6/19/20 | Check # 57639 – 57695 | \$ 319,441.37 |
| 6/25/20 | Check # 57696 | \$ 982.08 |
| 6/26/20 | Check # 57697 – 57756 | \$ 642,585.15 |
| 6/30/20 | Check # 57757 – 57828 | <u>\$ 975,748.64</u> |
| | TOTAL | \$2,803,233.06 |

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. Daryl Sammet, aye; Steve Turner, 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 authorizing Community Consultants, Incorporated to provide grant application preparation and administrative services on federal grant projects.

**LIMESTONE COUNTY COMMISSION
RESOLUTION AUTHORIZING COMMUNITY CONSULTANTS, INC.**

WHEREAS, the Limestone County Commission plans to apply for various Federal and State grants that will benefit the residents of Limestone County; and

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WHEREAS, in accordance with federal regulations the Limestone County Commission has solicited and received proposals from qualified grant administrative firms to provide application preparation services and all grant administrative services required to implement all approved federal grant projects in accordance with federal regulations;

NOW, THEREFORE, be it resolved that the Limestone County Commission has evaluated the administrative proposals received and have selected Community Consultants, Incorporated to provide application preparation services and all grant administrative services required to implement all approved federal grant projects in accordance with all applicable federal regulations; and

THAT, the Limestone County Commission authorizes Community Consultants, Incorporated to begin project development activities and in the event a project is determined feasible, Community Consultants, Incorporated is authorized to begin the application preparation activities for the approval of the Limestone County Commission. Said application development services shall be provided by Community Consultants, Incorporated at no cost to the Limestone County Commission and in the event an application is approved by either a federal or state funding agency the Chairman, be and is hereby authorized to enter into a contract with Community Consultants, Incorporated to provide all project administrative services required to implement the above referenced project in accordance with the approved administrative fee scale commensurate with the scope of services required to adequately discharge all project administrative responsibilities associated with this project.

READ AND ADOPTED this the 6th day of July 2020.

LIMESTONE COUNTY COMMISSION:

By: _____
Collin Daly, Chairman

Attest:

Pam Carter, County Administrator

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Daryl Sammet, 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 Charter Communications Commercial Account Right of Entry Agreement at the location of Sarrell Dental.

Spectrum

COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement (hereinafter the "Agreement") is by and between Limestone County Commission (hereinafter the "Owner"), with a mailing address of 310 West Washington Street, Athens, AL 35611, and owning real estate located at 310 West Elm Street, Athens, AL 35611 (hereinafter the "Premises") and **Charter Communications Operating, LLC**, on behalf of itself and its affiliates, (hereinafter collectively

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"Charter"), with a mailing address of 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: Commercial Contracts Management. This Agreement commences on the later of the execution dates set forth below the signatures (hereinafter the "Effective Date"). Charter and Owner may individually be referred to as a "Party" or collectively as the "Parties".

THE PARTIES AGREE AS FOLLOWS:

1. RIGHT OF ENTRY AND EQUIPMENT

a. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter a non-exclusive right of entry to the Premises and those buildings of Owner located on the Premises (including building roof top(s)) ("Buildings") for the installation, attachment, maintenance, modification, inspection, relocation, repair, upgrade, replacement or removal of any equipment and facilities and other communications accessories, equipment, apparatus, fixtures, hardware, appliances, and appurtenances and any other associated equipment (collectively, "Equipment") to provide any of Charter's services (hereinafter the "Services") to any customers who can receive Services by such Equipment. Owner also hereby authorizes Charter to utilize those conduits and ducts of Owner that Owner may designate as available for Charter's use (collectively "Conduit").

b. The rights herein granted to Charter shall include use of available power at the Premises, together with the right to access and use all i) risers in the Buildings, ii) Building entrance facilities, iii) Building utility entrance facilities, iv) utility closets in the Buildings, v) private rights-of-way, and vi) other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein.

c. All of the above grants and authorizations given by Owner are to the extent necessary or desirable for Charter to provide its Services to the Premises and shall extend to Charter's authorized agents.

d. The Equipment is not, and shall not be deemed to be, affixed to or a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises. Charter shall install, operate and maintain the Equipment on the Premises at its own expense and in accordance with all applicable laws.

2. OWNER REPRESENTATIONS. Owner represents and warrants to Charter that Owner is the legal owner of the Premises, the Building(s) and Conduit (if applicable), and that no other person has any rights in the forgoing that conflict with Charter's rights under this Agreement. Owner recognizes Charter's right to have exclusive control over any Charter installed Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent. In the event the Owner is not executing this Agreement, the undersigned person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to the terms and conditions of this Agreement.

3. RESPONSIBILITY TO CONTACT PUBLIC UTILITIES. As may be required by law, Charter or its contractors will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines that are located along the routes or in the location in which Charter installs any Equipment, to the extent such damage arises from Charter's installation activities.

4. RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES. If Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively "Impacted Private Lines") then both Parties shall, in advance of any underground construction performed by Charter, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, Owner provides below its authorized representative (with contact information) regarding the Joint Effort. (Please print clearly)

Name: Pam Carter

Address &/or email: pam.carter@limestonecounty-al.gov

Phone: 256-233-6400

After the Joint Effort, the following shall take place: (i) Charter will make a determination on the need to locate and mark Impacted Private Lines including, but not limited to, the methods and arrangements for same, and (ii)

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If deemed by Charter necessary to do so, a qualified Charter contractor shall locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Charter. In the event that Charter damages any clearly marked Impacted Private Lines along the routes or in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter's Equipment installation activities on the Premises, then Charter shall promptly, within a reasonable period of time, repair said damage(s) to Owner's reasonable satisfaction, after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice, if needed, shall be provided to Charter no later than thirty (30) days after Charter's initial installation of Equipment.

5. **INSURANCE.** Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.
6. **TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is five (5) years after the Effective Date, or (ii) the date that is 6 months after the date that Charter is no longer providing Services to any tenant of the Premises (the "Term"). Following the Term, Owner may terminate this Agreement upon 90 days advance written notice to Charter in the event Charter is no longer providing Services to any tenant of the Premises. Should any tenant of the Premises request Services during such 90-day termination notice period, the related notice of termination shall be deemed rescinded and thereafter null and void. Charter may, within 90 days of the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner, with lien free title thereto passing immediately to Owner at no cost to Owner.
7. **ASSIGNMENT** This Agreement may be freely assigned by either Party, provided that the assignee agrees to be bound by all of the terms and conditions hereof. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assigns.
8. **LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES- EXPRESS OR IMPLIED- REGARDING THE EQUIPMENT OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
9. **INDEMNIFICATION.** Each Party will indemnify, defend, and hold the other harmless from and against all liability, loss, costs, damages, (together with reasonable attorneys' fees associated therewith) arising out of any third party claims resulting from the negligence, willful misconduct of a Party, or breach of this Agreement (including but not limited to any representation or warranty hereunder).
10. **JURY TRIAL WAIVER.** IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, THE PARTIES EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both Parties.
12. **SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had not been contained herein.
13. **NO WAIVER.** Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

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14. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement may be transmitted by electronic mail, and signatures so transmitted will be deemed the equivalent of delivery of an original signature.

This Agreement shall be construed to be in accordance with the laws of the State where the Premises is located.

CHARTER:
Charter Communications Operating, LLC

OWNER:
Limestone County Commission

By: Charter Communications, Inc., its Manager

By: _____
(Signature)

By: _____
(Signature)

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

MOTION was made by Daryl Sammet and seconded by Jason Black to authorize the Chairman to execute the following Senior Community Service Employment Program Host Agency Agreements with TARCOG:

**ADSS SCSEP Host Agency Agreement
PY2020**

To comply with the requirements of the Alabama Department of Senior Services (ADSS), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by Limestone County Commission hereinafter referred to as the Host Agency, and TARCOG hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency must provide adequate health protocols pertaining to COVID 19 as required by the SCSEP COVID 19 Host Agency Checklist including appropriate social distancing and face covering rules. The Host Agency is to immediately notify the Sponsor Agency if any participant has been exposed to the virus. *This Host Agency must complete and submit a SCSEP COVID 19 Host Agency Checklist to the Sponsor Agency prior to SCSEP Participants returning to or being placed in Community Service Assignments at the Host Agency.*

The Host Agency agrees to consider each participant for regular employment, either fulltime or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment

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Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned participants, the Host Agency agrees to document any inappropriate work behaviors of participants that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide adequate supervision. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description. The Host Agency must notify the Subgrantee before initiating this type of assignment.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the participants, particularly absences of three days or longer.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for participants serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participant worked the hours claimed on their time sheet and will assure that both they and the participant sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be like "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that participants currently assigned to the Host Agency are not to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held annually to acquaint all concerned with the SCSEP

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goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a nonprofit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

**SSAI SCSEP Host Agency Agreement
PY2020**

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by Limestone County Commission hereinafter referred to as the Host Agency, and TARCOG hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency must provide adequate health protocols pertaining to COVID 19 as required by the SCSEP COVID 19 Host Agency Checklist including appropriate social distancing and face covering rules. The Host Agency is to immediately notify the Sponsor Agency if any participant has been exposed to the virus. *This Host Agency must complete and submit a SCSEP COVID 19 Host Agency Checklist to the Sponsor Agency prior to SCSEP Participants returning to or being placed in Community Service Assignments at the Host Agency.*

The Host Agency agrees to consider each participant for regular employment, either fulltime or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the

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participant. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned participants, the Host Agency agrees to document any inappropriate work behaviors of participants that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide adequate supervision. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description. The Host Agency must notify the Subgrantee before initiating this type of assignment.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the participants, particularly absences of three days or longer.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for participants serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participant worked the hours claimed on their time sheet and will assure that both they and the participant sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be like "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

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The Host Agency agrees that participants currently assigned to the Host Agency are not to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a nonprofit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

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

MOTION was made by Steve Turner and seconded by Daryl Sammet to authorize the Chairman to execute the following Digital Information Cooperative Agreement with the Alabama Department of Transportation for a FHWA grant in the amount of \$12,500 to be applied toward the completion of the 2020 photography and mapping project; ALDOT \$10,000, County \$2,500.

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DIGITAL INFORMATION COOPERATIVE AGREEMENT

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the 6th day of July, 2020 by and between the Limestone County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

RECITALS

WHEREAS, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Limestone County;

WHEREAS, the COUNTY has entered into a contract to acquire new digital orthophotography and updated mapping for the entire County.

WHEREAS, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

WHEREAS, it has been determined that each of the agencies maintain some information that is similar and overlapping;

WHEREAS, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

NOW THEREFORE, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

Section 1. Contributions and Responsibilities

1.1 Definitions. As used herein the following terms shall have the meaning ascribed to them:

- (a) "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
- (b) "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2020 computerized mapping project.

1.2 The County has entered into a contract with EagleView to acquire 1" = 100/400' scale digital ortho-photography and updated mapping for the County. The aerial photography and resulting data will be collected in accordance with the Alabama Department of Revenue's Property Tax Division "Specifications" Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY. The terms of the grant are as follows:

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- (a) This agreement is for a federal grant in the amount of **\$12,500** to be applied toward the completion of the 2020 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor..
- (b) This grant requires a 20% cost share to be paid by the COUNTY. ALDOT will be responsible for providing 80% (**\$10,000**) and the county will provide the remaining 20% (**\$2,500**) cost share toward the grant. The COUNTY will be responsible for funding the balance of the project cost.
- (c) The COUNTY shall provide the ALDOT a copy of the 2020 photography contract.
- (d) The COUNTY shall provide the ALDOT a copy of the “Data Set” and all deliverables generated from the County’s 2020 photography contract.
- (e) **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 - Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in according with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2020. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 15, 2020, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. In the event that the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in according with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

Section 2. Term and Termination

2.1 Term. The term of this Agreement shall commence on the date of execution by the Governor of Alabama, and shall continue for one year.

2.2 Termination. Either party may terminate this Agreement by giving a thirty (30) day written notice. Either party may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.

Section 3. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor’s duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

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Section 4. Force Majeure. No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 5. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 6. No Third Parties Benefited. This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 7. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 9. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

Section 10. 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.

Section 11. By signing this Contract, the contracting parties affirm, for the duration of this agreement to remain in compliance with Act 2016-312. The Parties hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Section 12. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, official agents, servants, and employees.

Section 13. For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by

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the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

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

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Limestone County, Alabama that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

A Digital Information Cooperative Agreement regarding the acquisition and establishment of the 2020 computerized mapping project, which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted, and approved this 6th day of July, 2020.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Limestone County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 6th day of July, 2020, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 6th day of July, 2020.

County Clerk

SEAL

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

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The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

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TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

MOTION was made by Jason Black and seconded by Steve Turner to approve the following Memorandum of Understanding with the City of Athens concerning municipal elections.

**MEMORANDUM OF UNDERSTANDING
CONCERNING MUNICIPAL ELECTIONS**

THIS MEMORANDUM OF UNDERSTANDING CONCERNING MUNICIPAL ELECTIONS (the "MOU") is by and between Limestone County, Alabama (the "County") and the City of Athens, Alabama (the "City"). (The County and City are sometimes referred to herein collectively as the "Parties".)

WHEREAS, the County and City have worked together cooperatively over the years in a variety of ways, all for the benefit of the citizens of Limestone County, Alabama;

WHEREAS, the City conducts municipal elections once every four (4) years, and in 2020, must conduct municipal elections for its mayor and city council;

WHEREAS, the County possesses appropriate election equipment and employees with training and knowledge concerning the use and operation of the election equipment in conducting elections;

WHEREAS, the City has requested, and the County has agreed, to assist the City in the conduct of its municipal elections by providing the City with appropriate election equipment and the use of its county employees conducting elections; and

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WHEREAS, the City and County find and determine that this Agreement works to confer a public purpose and public benefit upon the residents of Limestone County, Alabama.

THEREFORE, in consideration of the premises, the mutual covenants herein contained, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and County hereby agree as follows:

1. Term. The term of this MOU shall be from July 1, 2020 through December 31, 2020 (the "Term").

2. County's Election Activities Assistance to City.

(a) During the Term, the County agrees to provide the City with reasonable assistance concerning the City's 2020 general municipal elections and any run-off elections. More specifically with respect to the general elections, the County will provide the City with the assistance in the performance of the City's duties and the City's municipal election as shown and described in Attachment A to this Agreement. In the event of run-off elections, the County will provide the City with analogous assistance to that provided as shown in Attachment A for the general elections. The County's assistance is conditioned on the City performing the functions and meeting its responsibilities as shown on Attachment A. The County shall utilize the following personnel and departments in providing such assistance and services: its Election Director, IT Department, Machine Specialist, and such others as the County's Chairman deems reasonably necessary.

(b) The County does hereby authorize and direct its employees to provide such assistance as is set forth in Attachment A. and recognizes that such employees may engage in such activities as a part of the line and scope of their duties for the County.

3. City's Assurances.

(a) Any expenses of municipal election ballot supplies and printing, such other expenses for the purchase of necessary items that are used and consumed in the course of the municipal elections (including but not limited to personal protective equipment for the municipal election), or expenses for necessary services provided to the City by third party vendors (*i.e.*, vendors not associated with the County) that are required by the City to facilitate the municipal elections, will be borne by the City.

(b) The City does hereby release the County, as well as any of the County's officers, employees, and agents, from any and all claims against the same arising from or relating to the services provided by the County to the City pursuant to this Agreement.

(c) The City does hereby agree to bear the expense of the reasonable cost of any damage to or destruction of any of the County's election equipment or facilities used in connection with the services provided to the City as stated in this Agreement (the "Facilities") where the same arises from or relates to its use in connection with the services provided to the City as stated in this Agreement (ordinary wear and tear excepted).

(d) The City shall not allow or encourage any practice or policy that will cause or be likely to cause injury or damage to the Facilities or any person using the Facilities.

(e) Except as provided for in this Agreement for compensation payable to the County, the City shall not pay or otherwise compensate any County employee for the performance of any service contemplated by this Agreement.

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(f) If the County’s Chairman determines that, due to unusual circumstances not contemplated at the time of this Agreement, a County employee was required to devote substantial time and energy above and beyond his/her normal work schedule in order to provide the services to the City hereunder, then the City’s Mayor is authorized to direct the City to pay the County such amounts, calculated by relation to such employee’s hourly equivalent, that the Mayor and the County’s Chairman determine in good faith is appropriate for such work.

4. Miscellaneous.

(a) This MOU contains the entire agreement between the parties hereto, and neither party is bound by any representation or agreements of any kind except as herein contained, and no amendments hereto shall be considered as effective unless and until the same shall be reduced to writing and executed by all the parties hereto.

(b) If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this MOU shall remain in full force and effect. Any provision of this MOU is held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

(c) The Parties shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond such party’s control which shall include without limitation, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire and other casualty, inability to obtain any material services or financing or through acts of God.

(d) Subject to all applicable laws, the Parties shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this MOU.

(e) Nothing contained in this MOU is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this MOU, unless otherwise expressly set forth herein.

(f) Nothing herein is intended to be construed as or to create a partnership or a joint venture by or between the County and City. None of the County’s employees or agents are employees or agents of the City, and none of the City’s employees or agents are employees or agents of the County. Nothing herein shall be construed as granting the City any ownership/property interest in the Facilities.

IN WITNESS WHEREOF, the County and City, by their duly authorized representatives, have executed this MOU and made the same effective as of this 6th day of July, 2020.

LIMESTONE COUNTY, ALBAMA

Attest:

Its County Clerk

By: _____
Its Chairman of the Limestone County Commission
Date: _____

CITY OF ATHENS, ALABAMA

Attest:

Its City Clerk

By: _____
Its Mayor
Date: _____

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ATTACHMENT A

**DUTIES of LIMESTONE COUNTY, AL
MUNICIPAL ELECTIONS
TUESDAY, AUGUST 25, 2020**

*Information is derived from the 2020 Municipal Election Calendar prepared by the Alabama League of Municipalities. Dates, duties and citations are to the **Code of Alabama**. 1975, (as amended), unless otherwise stated.

Tuesday, July 7, 2020

- Mayor gives notice of the election. § 11 -46-22(a).
- Candidates may begin qualifying at city hall once notice is published. Candidates must file a FCPA documents with PROBATE JUDGE.

Tuesday, July 21, 2020

- Mayor must file a list of qualified voters with the clerk. § 11 -46-36. If the mayor is a candidate in the election, the council must appoint a qualified person to perform this duty. §11-46-37. Election Director will generate and email an Excel, alphabetical voters list with voter status and precinct. City Clerk prints to distribute/display list.
- Last day, by 5:00 p.m., to qualify to run for municipal office. §1 1-46-25(g). Mayor must cause the printing of the ballots. §11-46-25. City Clerk determines ballots styles based on qualifiers. City Clerk works with Election Systems & Software (ESS) to order ballots and supplies. Any PPE supplies (sanitizer, masks, etc.) required at polling places will be the responsibility of the City.

Monday, July 27, 2020

- Last day for candidates who qualified on July 21, to file Appointment of Principal Campaign Committee form with the PROBATE JUDGE. § 17-5-4.
- Last day for clerk who received qualification papers from candidates on July 21, to notify the Alabama Ethics Commission the name of the candidate and the date on which the person became a candidate. §36-25-15(b).

Tuesday, July 28, 2020

- Mayor must deliver absentee election supplies to the municipal clerk. §17-11-12. ESS provides City with absentee supplies. City Clerk handles all aspects of absentee voting.

Monday, August 10, 2020

- Last day for council to appoint election officials. §11-46-27. Election Director provides City Clerk with lists of poll workers by precinct. City Clerk/Council appoints and notifies workers of their appointment and the day and time for training. City Clerk orders Notice of Appointment to run in News Courier.

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- **LAST DAY TO REGISTER TO VOTE FOR THE MUNICIPAL ELECTION.** §§17-3- 50,11-46-38. If using electronic poll pads, Election Director will coordinate with IT Department and schedule upload of voter information for Municipal Election Day. If using paper poll books, Election Director will prepare Election Day books. Pads or books will be delivered to Inspectors at training school.

Tuesday, August 11, 2020

- First day to publicly test electronic vote counters (i.e. voting machines). The test must be conducted as close as practicable to the date of the election and be open to the public. Rule 307-X-1-04. Alabama Administrative Code. The League recommends forty-eight (48) hours public notice of the test. City Clerk will need to communicate with machine specialist (Corey Cook, 256-216-3448) to coordinate a day and time for PUBLIC TEST. Location will be election warehouse at 100 Cherry Street. City Clerk must post notice in News Courier for date, time and location of public test. After testing, Machine Specialist will coordinate day and time to deliver voting machines & Automarks to voting precincts. Voting machines will be tested according to manufacturer's instructions to ensure that they are set to ZERO and prepared for voting. Rules 307-X-1 -, 11, Alabama Administrative Code.

Friday, August 14, 2020

- Last day to publish list of appointed election officials and the voting places to which they are assigned. §11-46-27. Election Director will provide City Clerk with template for publication.

Thursday, August 20, 2020

- Last day to apply for a regular absentee ballot. §17-11 -3(a).
- Last day to publish the list of qualified voters. § 11-46-36. Election Director will generate and email an Excel, alphabetical voters list with voter status and precinct. City Clerk prints to distribute/display list.
- Last day to conduct a training school for officials who will conduct the election using electronic voting machines, not less than five (5) days before an election. §17-8-9. City Clerk will coordinate with ESS as to the day and time to conduct a training school for municipal workers. This is normally held at Athens Senior Center on Pryor Street, 5:00 p.m. If a representative from ESS is not available. Election Director may conduct the training school.

Tuesday, August 25, 2020

- **ELECTION DAY.** §11-46-21. Poll must be open from 7:00 a.m. until 7:00 p.m. Board of Registrars will be available during this day to assist Inspectors with all voter registration issues. Election Director, Machine Specialist. IT Department will be available during this day to assist Inspectors with Election Day issues. Municipal Police Department will need to be available to assist with any Election Day disruptions at polling places.
- Candidates may appoint a poll watcher to observe voting procedures. Only one watcher per candidate at each voting place.

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- City Clerk must ensure that all ballots, boxes and supplies are provided at each polling place. §11-46-33. ESS provides all ballots and supplies. These should be delivered to Inspectors at training school.
- Deadline for returning absentee ballots by mail or any emergency absentee ballots is by 12:00 noon. §7-111-18. City Clerk is responsible for all aspects of absentee voting.
- Beginning at 12:00 noon, the City Clerk shall deliver the sealed affidavit envelopes containing absentee ballots to the absentee ballot officials. §17-11-10. City Clerk will select a time and location for absentee ballot officials to work.

Wednesday, August 26, 2020

- City Clerk shall deliver, no later than 12:00 noon, written affirmations of provisional voters, inspector challenge statements, and all voter re-identification forms to the Board of Registrars. §17-10-2(d).

Tuesday, September 1, 2020

- Board of Registrars shall deliver, no later than noon, the provisional voter affirmations, inspector challenge statements, along with certified findings attached, to the City Clerk/Council. §17-10-2(e).
- Council shall meet at 12:00 noon to tabulate provisional ballots which have been certified by the Board of Registrars. §17-10-2(f).
- Council shall meet at 12:00 noon to canvass the election results. If a candidate receives a majority of the votes cast for the office, the council issues a certificate of election. If no candidate receives a majority, the council shall order a run-off election to be held. §§ 11-46- 55, 11-46-46.

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

MOTION was made by Steve Turner and seconded by Jason Black to authorize the Chairman to execute the following Memorandum of Agreement with the City of Madison for the resurfacing of Hardiman and Burgreen Roads.

MEMORANDUM OF AGREEMENT

**BY AND BETWEEN THE CITY OF MADISON, ALABAMA AND
THE LIMESTONE COUNTY COMMISSION FOR THE
RESURFACING OF HARDIMAN AND BURGREN ROADS**

This Memorandum of Agreement is entered into by and between the City of Madison, Alabama, a municipal corporation (“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 fixed on different dates.

WHEREAS, the sections of Hardiman Road and Burgreen Road set forth herein are roads lying within the jurisdiction of Madison and Limestone County; and,

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WHEREAS, a section of Hardiman Road is to be resurfaced from Burgreen Road to Segers Road, a distance of approximately 1.86 miles, which section is referred to hereafter as “Hardiman Road”; and,

WHEREAS, a section of Burgreen Road is to be resurfaced from Huntsville-Brownsferry Road to Highway 72, a distance of approximately 1.36 miles, which section is referred to hereafter as “Burgreen Road”; 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 execute individually; and,

WHEREAS, the parties have a common interest in the resurfacing of these sections of Hardiman Road and Burgreen Road, and hereby desire to enter into this Agreement to participate in the resurfacing of Hardiman Road and Burgreen Road in a manner that will allow them to share in the expense of resurfacing these sections of each 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. Madison shall pay for and Limestone County, utilizing its annual paving contract, shall perform the work of resurfacing of Hardiman Road, which shall include all work related thereto, specifically, but not limited to, patching, milling, binding and leveling, wearing, striping, and incidental work on adjoining shoulders, and in furtherance thereof:

- (a) The parties acknowledge and agree that the total cost estimate of the Hardiman Road work is five hundred thousand dollars (\$500,000), which is a good faith estimate known and understood by all parties at this time.
- (b) Limestone County shall notify Madison of any unanticipated cost overruns during the project. Any project cost overruns shall be subject to review and approval by the Engineering Department of the City of Madison, prior to the performance of any additional work, though any such review and approval required herein shall not be unreasonably withheld or delayed by any engineer or party hereto.
- (c) The project will be performed and managed by Limestone County utilizing its annual paving contract, and Madison shall provide assistance as reasonably requested by Limestone County.
- (d) Limestone County shall invoice Madison for its portion of the project costs monthly, and Madison shall pay invoices within thirty (30) days of receipt.

2. Limestone County shall be responsible for, at Limestone County’s expense, the resurfacing of Burgreen Road, which responsibility shall include all work related thereto, specifically, but not limited to, patching, milling, binding and leveling, wearing, striping, and incidental work on adjoining shoulders. However, nothing herein shall prohibit Limestone County from having the resurfacing work on Burgreen Road performed by a contractor that has been contracted by Limestone County for the performance of such work, and, in the event any such paving contractor performs the resurfacing work on Burgreen Road, Limestone County shall be responsible for the payment of all charges and invoices of the contractor for such resurfacing work pursuant to the terms of any contract Limestone County may have with such contractor, and Madison shall have no liability for such payment.

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3. Each party hereto grants unto the other full use and access of their respective rights- of-way for the performance of the resurfacing work and obligations herein.

4. Upon completion of the resurfacing work herein contemplated the parties shall remain responsible for the maintenance of those portions of Hardiman Road and Burgreen Road within their respective jurisdictions, subject to any separate or subsequent agreement between them regarding same.

5. 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.

6. 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.

7. This Agreement shall expire upon completion of and payment for the paving work or one year from the effective date, whichever occurs later. If either party desires to terminate the agreement, it shall give a thirty (30) day notice to the other party and shall pay all invoices for work performed prior to the termination date.

CITY OF MADISON, ALABAMA

LIMESTONE COUNTY, ALABAMA

Paul Finley, Mayor

Collin Daly, Chairman

Date: _____

Date: _____

ATTEST:

ATTEST:

Signature

Pam Carter, County Administrator

By: _____

Date: _____

Date: _____

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

MOTION was made by Jason Black and seconded by Daryl Sammet to authorize the Chairman to execute the following Agreement with Morell Engineering Inc. to provide construction engineering and inspection services on the Shaw Road resurfacing project.

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**AGREEMENT
BETWEEN
LIMESTONE COUNTY COMMISSION
AND
MORELL ENGINEERING, INC.
STATE OF ALABAMA
ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
STATEWIDE**

AGREEMENT

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

This AGREEMENT is made and entered into by and between the State of Alabama, acting by and through its Alabama Department of Transportation, (ALDOT), hereinafter referred to as the STATE, and Morell Engineering which is qualified to do business in the State of Alabama, and has its principal Alabama office at 711 East Hobbs Street, Athens, AL 35611, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the LIMESTONE COUNTY COMMISSION for the consideration hereinafter mentioned to provide on-call construction engineering and inspection, materials sampling and testing and contract administration on a statewide basis for the LIMESTONE COUNTY COMMISSION.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

The CONSULTANT shall meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation in cooperation with the LIMESTONE COUNTY COMMISSION and shall ascertain the written practices of the LIMESTONE COUNTY COMMISSION prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT shall be subject to the Review, Approval and Acceptance of the LIMESTONE COUNTY COMMISSION and Federal Highway Administration, where applicable, before CONSULTANT will be paid for said work.

“As a part of obligations of the CONSULTANT to the LIMESTONE COUNTY COMMISSION under this AGREEMENT, the CONSULTANT does hereby certify that

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CONSULTANT has no financial or other interest in the outcome of project proposed under this AGREEMENT”.

The CONSULTANT shall provide on-call construction engineering and inspection, materials sampling and testing and contract administration on a statewide basis for the LIMESTONE COUNTY COMMISSION.

This will be a specific rate of pay AGREEMENT for a two year period. The CONSULTANT shall provide services, personnel and equipment as required by the LIMESTONE COUNTY COMMISSION.

ARTICLE I - SCOPE OF WORK

The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services on-call on a statewide basis for the LIMESTONE COUNTY COMMISSION.

This will be a specific rate of pay AGREEMENT for a two year period. The CONSULTANT will provide services, personnel and equipment as required by the LIMESTONE COUNTY COMMISSION. The work to be performed by the CONSULTANT will be as follows:

**SECTION 1 - CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES**

1.0 PURPOSE:

This statement of work describes and defines services which are required for construction engineering, inspection, materials sampling and testing and contract administration for construction projects selected by the LIMESTONE COUNTY COMMISSION.

2.0 SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project.

The CONSULTANT shall provide professional, technical and administrative personnel, meeting requirements of the LIMESTONE COUNTY COMMISSION in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the LIMESTONE COUNTY COMMISSION. Prior to furnishing any services, the CONSULTANT shall be familiar with ALDOT procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract

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administration used by the LIMESTONE COUNTY COMMISSION. The LIMESTONE COUNTY COMMISSION shall endeavor to provide the CONSULTANT at least ten (10) calendar days advance notice of the execution date for each construction contract to allow sufficient time for the CONSULTANT to schedule its activities. In the event of emergency needs, for a short term basis (sickness, vacation, etc.), the LIMESTONE COUNTY COMMISSION shall provide the CONSULTANT two days advance notice in order for the CONSULTANT to furnish required personnel. The CONSULTANT shall maintain close coordination with the LIMESTONE COUNTY COMMISSION and the Contractor to minimize rescheduling of the CONSULTANT'S activities due to construction delays or changes in scheduling of the Contractor's activities.

3.0 DEFINITIONS:

- A. Transportation Director: The chief executive officer of ALDOT.
- B. Chief Engineer: The individual appointed by the Transportation Director to administer technical phases of ALDOT.
- C. Construction Bureau: The Bureau of ALDOT charged with administering ALDOT'S construction program.
- D. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.
- E. Project Manager, CONSULTANT: Qualified individual who has been assigned as the on-site person in charge of a construction contract.
Project Manager, LIMESTONE COUNTY COMMISSION: Qualified individual assigned by the LIMESTONE COUNTY COMMISSION to manage Construction Engineering and Inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of project.
- F. FHWA: The Federal Highway Administration of the United States Department of Transportation.
- G. Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).
- H. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.
- I. Construction Contract Suspension: Cessation of construction activity on a construction contract.
- J. Region/Area Engineer: Administrative head of ALDOT'S Region.
- K. District Manager: Administrative head of one of ALDOT'S Districts.
- L. State Bridge Engineer: Administrative head of ALDOT'S Bridge Bureau.
- M. State Design Engineer: Administrative head of ALDOT'S Design Bureau.
- N. Consultant: Consultant firm(s) retained by ALDOT to perform all construction engineering and administrative functions as defined in this AGREEMENT.
- O. State Materials and Tests Engineer: Administrative head of ALDOT'S Materials and Tests Bureau.
- P. Region/Area Materials and Tests Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT'S Region.

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- Q. Consultant Design Engineer (when applicable): Consultant design engineer retained by ALDOT to design aforementioned projects).
- R. Region/Area Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction projects covered by this AGREEMENT in ALDOT'S Region.
- S. Region/Area Consultant CE & I Engineer/Manager (when applicable): Employee of ALDOT designated by Region/Area Construction Engineer to be in charge of project(s) covered by this AGREEMENT.
- T. Area County Transportation Engineer (when applicable): Employee of ALDOT that administers policies and procedures of city and county construction projects let by ALDOT.
- U. County Engineer: Administrative head of the County Engineering Department.
- V. City Engineer: Administrative head of the Mayor's Office/City Engineering Department.

4.0 ITEMS TO BE FURNISHED BY THE LIMESTONE COUNTY COMMISSION TO CONSULTANT:

- A. The minimum Contract documents for each project shall be distributed to the CONSULTANT, via the Region/Area Engineer, by ALDOT'S Office Engineer subsequent to award of construction contract for each project as follows:
 - 5 sets Construction Plans - Half scale
 - 3 sets Construction Plans - Full size (1 set to be used in preparation of as built plans)
 - 2 sets Standard Drawings
 - 1 copy of Executed Contract
- B. An adequate supply of all standard forms to be used in fulfilling technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies. The CONSULTANT may use computerized forms approved by ALDOT. Construction and Materials Management Software including CAMMS, Site Manager, Stormwater Tracking System and Concrete Management System will be used for contract administration on designated projects.
- C. When determined by the Region/Area Engineer, the LIMESTONE COUNTY COMMISSION will furnish and maintain a Project Office at a location. The office will include shall meet all local, state and federal building codes and requirements and shall contain the following:
 - 1. A minimum 600 square feet heated and cooled office space.
 - 2. Floor space shall be divided into one restroom, one central work room and three private offices.
 - 3. Heating, air conditioning and lighting.
 - 4. Water cooler service (not bottled water).
 - 5. Hot and cold water service.

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6. If the office is a trailer, tie downs capable of withstanding winds up to hurricane force and trailer underpinning.
 7. Garbage and trash disposal service.
 8. Grass and weed control.
 9. Parking spaces for a minimum of five (5) vehicles; graded for drainage and suitably surfaced with an all-weather access road.
 10. The LIMESTONE COUNTY COMMISSION shall provide janitorial service.
 11. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.
 12. The minimum furniture shall be supplied as follows:
Per office - 1 desk, 3 chairs
Per work room - 1 plan table, 1 work-table (drafting), 2 stools, 3 chairs, 1 water cooler dispenser, 1-4 drawer file cabinet, 10 feet of book shelving, 1 plan storage rack and appropriate fire extinguishers.
 13. The LIMESTONE COUNTY COMMISSION shall provide computers, typewriters, calculators, etc. for LIMESTONE COUNTY COMMISSION personnel and one telephone for each office and work room. The CONSULTANT shall be required to provide computers, tablet computers, smart phones, calculators, etc. for their personnel if needed to perform duties. All computers, tablet computers and smart phones provided by the CONSULTANT shall comply with the requirements listed in Article 1, Section 1, Paragraph 5.B.13 of this AGREEMENT.
 14. The LIMESTONE COUNTY COMMISSION shall provide a facsimile machine and a copier for use by the LIMESTONE COUNTY COMMISSION and consultant personnel. The CONSULTANT shall be allowed to furnish personal equipment for his own use at no cost to the LIMESTONE COUNTY COMMISSION.
 15. The LIMESTONE COUNTY COMMISSION shall provide testing equipment, photographic equipment, tapes, rulers, field books and other miscellaneous items necessary for satisfactory performance of work.
 16. The CONSULTANT shall provide all surveying equipment and it must be the latest technical equipment such as electronic total stations, data collection, hand-held computers, automatic levels, hand-held two-way radios, electronic pipe and cable locators and complete safety equipment.
 17. Routine items for operation of the office such as stamps, postal costs, utility service, etc., shall be supplied by the LIMESTONE COUNTY COMMISSION.
- 5.0 ITEMS FURNISHED BY THE CONSULTANT:
- A. Document Compliance

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The requirements outlined within printed documents listed below are a condition of this contract. The CONSULTANT shall obtain, without cost to LIMESTONE COUNTY COMMISSION, at least one copy of each document. One copy of each document shall be available at project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

1. All active Construction Information Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT S Region/Area Construction Engineer. (Said manual is available on ALDOT'S website)
2. Guidelines for Operations issued by ALDOT. (Said manual is available on ALDOT'S website)
3. All Technical Advisories and Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Region/Area Materials and Tests Engineer. (Said manual is available on ALDOT'S website)
4. ALDOT'S Testing Manual as issued by ALDOT'S State Materials and Tests Engineer. This manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms. (Said manual is available on ALDOT'S website)
5. ALDOT'S Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection.
(Said manual is available on ALDOT'S website)
6. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.
7. Applicable ALDOT Standard Specifications for Highway Construction with one copy for each of the CONSULTANT'S personnel.
8. The applicable Roadway and Traffic Design Standards.

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9. The applicable Alabama Regulations for Control of Radiation Chapter 420-3-26 Radiation Control as issued by the State of Alabama Health Department.
 10. ALDOT'S manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer. (Said manual is available on ALDOT'S website)
 11. FHWA Manual on Uniform Traffic Control Devices.
 12. One copy of the Radiological Safety Manual for use of Nuclear Moisture/Density and Asphalt Content Gauges as issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.
 13. The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing.
 14. Copies of all applicable ASTM Standards.
- B. When requested by the LIMESTONE COUNTY COMMISSION, the CONSULTANT shall furnish and maintain a Project Office within project work limits, or other location approved by the Region/Area Engineer. The site of said office, size of office and accommodations shall have prior written approval by the Region/Area Engineer. The office shall meet all local, state and federal building codes and requirements and shall contain the following:
1. A minimum of 600 square feet heated and cooled office space.
 2. Floor space shall be divided into two restrooms, one central office, and three private offices. One of the private offices, within same confines as the CONSULTANT, shall be suitably furnished and maintained as an office for use of the LIMESTONE COUNTY COMMISSION, if requested. This office space shall contain no less than 180 square feet. The minimum office equipment to be provided by the CONSULTANT for the LIMESTONE COUNTY COMMISSION office shall consist of one desk and complimentary office chair; two conference room chairs; drawing table (4' x 6' minimum size); drafting stool; filing cabinets as needed and telephone service or as approved by the Region/Area Engineer.
 3. Heating, air conditioning and lighting.
 4. Water cooler service (not bottled water).
 5. Hot and cold water service.
 6. One (1) fire extinguisher (Minimum size 10# C02) per 200 square feet of floor space.
 7. If the office is a trailer, tie-downs capable of withstanding winds up to hurricane force. (See NOTE in 603.1(a) about tie down strap requirements).
 8. Office trailer underpinning with materials approved by the Region/Area Engineer.
 9. Garbage and trash disposal service.
 10. Grass and weed control at office site to a maximum of three (3) inches in height by mowing for a distance of five (5) feet outside

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- security fencing (if provided), or within boundaries as approved by the Region/Area Engineer.
11. The CONSULTANT shall provide janitorial service.
 12. Parking spaces for a minimum of eight (8) vehicles, plus additional spaces for use by the CONSULTANT'S vehicles, graded for drainage and suitably surfaced, with an all-weather access road.
 13. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.
 14. The CONSULTANT shall have available, for use in the field office, a personal computer. The personal computer shall comply with at least current minimum ALDOT desktop hardware standards and shall contain a current ALDOT remote network interface device. Additionally, the computer shall be equipped with a printer conforming to current minimum ALDOT standards with 11x17 print capabilities. The said computer shall include current ALDOT standard Microsoft Office configuration, as well as, current ALDOT production versions of Bentley software. All CADD files are required to be completely compatible with the Department's current production versions of Bentley software. In addition, the CONSULTANT shall have available tablet computers and/or smart phone for use in the field inspections and documentation, if required. The tablet computer and/or smart phone shall comply with at least current minimum ALDOT standards and have the access to the internet via an air card or Wi-Fi connection. Ownership and possession of such computers and smart phones shall remain at all times with the CONSULTANT. The CONSULTANT shall be responsible for requesting a password to access ALDOT'S computer network.

The CONSULTANT shall also furnish such other shelter, storage and parking space as required by the Region/Area Engineer to effectively carry out the CONSULTANT'S responsibilities under this AGREEMENT. The CONSULTANT shall provide appropriate type of vehicles in numbers as approved by the Region/Area Engineer, to accommodate the CONSULTANT'S project personnel.

Furniture and office equipment, supplied by the CONSULTANT, shall consist of desks, chairs, drafting tables, bookcases, file cabinets, calculators, facsimile machine, photo-copier, typewriters, telephones and other items determined by the Region/Area Engineer to be necessary in order to fulfill work under this AGREEMENT. The CONSULTANT shall provide all survey equipment, photographic equipment, tapes, rulers, field books and any other items necessary for satisfactory performance of work. Quantity and quality of the items require the Region/Area approval. Equipment shall be either U.S. Customary or metric as directed by the Region/Area Engineer.

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Routine items for operation of the office, such as stamps, postal costs, custodial fees, utility service, etc., shall be supplied by the CONSULTANT.

6.0 LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by the Region/Area Engineer. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by the Region/Area Engineer has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the LIMESTONE COUNTY COMMISSION. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the Region/Area Engineer to correspond with type of suspension, either complete suspension or partial suspension.

7.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the LIMESTONE COUNTY COMMISSION shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the LIMESTONE COUNTY COMMISSION policies, plans, specifications and contract provisions. The LIMESTONE COUNTY COMMISSION shall have complete access, at all times, to project site, project office, all project records and any other CONSULTANT items associated with said project or this AGREEMENT. The CONSULTANT shall cooperate and assist the LIMESTONE COUNTY COMMISSION representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the LIMESTONE COUNTY COMMISSION'S recommendations. The LIMESTONE COUNTY COMMISSION'S remedial recommendations and the CONSULTANT'S actions are to be properly documented by the Region/Area Engineer. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with terms of said contract, the CONSULTANT, upon receipt of written notice of such defects from the LIMESTONE COUNTY COMMISSION, shall correct such errors, omissions or noncompliance at its own expense. However, when the CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or other damages to the LIMESTONE COUNTY COMMISSION, the Region/Area Engineer shall prepare a written evaluation of the costs, delays or damages and circumstances that caused

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the increased costs, delays or damages. A copy shall be sent to the CONSULTANT. Said costs shall be deducted from the monthly payment or retainage due to the CONSULTANT. Remedial action shall be required commensurate with the degree and nature of deficiencies cited. Additional compensation to the CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT.

Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

8.0 REQUIREMENTS:

A. General:

It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall advise the Region/Area Engineer and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

B. Survey Control:

The CONSULTANT may be requested to reestablish project survey controls. The CONSULTANT may be requested to provide project surveying to fulfill project requirements.

C. Project Inspection: The CONSULTANT shall provide services to monitor and document the Contractor's construction operations. The CONSULTANT shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The LIMESTONE COUNTY COMMISSION shall monitor all other off-site activities and fabrication (including pre-stress production). The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the LIMESTONE COUNTY COMMISSION for inspections of construction projects are set out in the LIMESTONE COUNTY COMMISSION'S Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

D. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall meet minimum sampling frequencies set out in the LIMESTONE COUNTY

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COMMISSION'S Testing Manual. The LIMESTONE COUNTY COMMISSION reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The LIMESTONE COUNTY COMMISSION shall monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the LIMESTONE COUNTY COMMISSION S of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the LIMESTONE COUNTY COMMISSION at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the appropriate State laboratory. Any testing performed at a laboratory other than the State laboratory shall be handled in a separate AGREEMENT. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations.

E. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to the LIMESTONE COUNTY COMMISSION to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. CONSULTANT services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project.
Record significant information revealed and decisions made at conference and if requested by the LIMESTONE COUNTY COMMISSION, distribute copies of said minutes to appropriate parties. The CONSULTANT may be required to conduct the pre-construction conference.

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2. Complete and maintain a full and accurate daily record of all activities and events relating to project. Record all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications. The CONSULTANT shall immediately report to the Region/Area Engineer changes in pay items, project time or cost as soon as they become known to the CONSULTANT.
3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the LIMESTONE COUNTY COMMISSION. Said diaries and reports shall be kept up-to-date on a daily basis.
4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.
5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).
6. Prepare and submit monthly to the Region/Area Engineer a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. The CONSULTANT shall consult with the Region/Area Engineer when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of said project. Therefore, it is of paramount importance dial problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from the Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall make recommendations to the Region/Area Engineer for the most expeditious course of action to minimize delays

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and costs while achieving a structurally acceptable result.

The Engineer of Record (Design Engineer) or State Construction Engineer, depending on the nature of proposal is responsible for structural engineering analysis of the Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that the Region/Area Engineer is provided with all relevant information and, in addition, shall appraise and make recommendations to the Region/Area Engineer of all projects) related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project(s). By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said project(s) of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon project(s) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to the Region/Area Engineer, together with any proposals from the Contractor. The CONSULTANT shall be a liaison and cooperate with the LIMESTONE COUNTY COMMISSION in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem.

In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

9. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to the Region/Area Engineer for approval.

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Approval of the Region/Area Engineer must be obtained prior to initiating any change or extra work.

10. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the LIMESTONE COUNTY COMMISSION Project manager, shall negotiate prices with the Contractor and prepare and submit a recommendation to the Region/Area Engineer for approval. The Region/Area Engineer shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.
11. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with project contract requirements, of the costs involved in such work.
12. In the case where the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with the Region/Area Construction Engineer. The CONSULTANT may be required to provide recommendation on validity and reasonableness of the requested additional compensation and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.
13. In the case where the Contractor for a project submits a request for an extension of allowable contract time, the CONSULTANT shall the analyze request and prepare a recommendation to the Region/Area Engineer covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or at other times as necessary, to the Region/Area Engineer on all delays. This recommendation is needed to justify a time extension.
14. The CONSULTANT shall prepare and submit to the Region/Area Engineer a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, which involve the CONSULTANT, shall be signed and sealed by the CONSULTANT and the Region/Area Engineer. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.
15. At request of the LIMESTONE COUNTY COMMISSION, the CONSULTANT shall assist appropriate LIMESTONE COUNTY COMMISSION offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.
16. The CONSULTANT shall monitor and document the Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.

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17. The CONSULTANT shall review and document the Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the LIMESTONE COUNTY COMMISSION'S Equal Employment Opportunity Specialist as requested; and, review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.
18. The CONSULTANT shall review and document each construction project to the extent necessary to determine whether construction activities violate requirements of any permits. The Project Manager shall notify the Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to the Region/Area Engineer immediately.
19. Shop drawing/sample submittal and approvals shall be logged by the LIMESTONE COUNTY, COMMISSION. Tracking shall include maintaining a log-book of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.
20. The CONSULTANT shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with the LIMESTONE COUNTY COMMISSION 'S procedures.
21. The Project Manager and the CONSULTANT for each particular project shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern.
The results of these meetings shall be recorded in project diary.
22. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
23. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the Region/Area Engineer of these inquiries.
24. The CONSULTANT may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction project.

9.0 PERSONNEL:

A. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the LIMESTONE COUNTY COMMISSION to effectively carry out its responsibilities under this AGREEMENT.

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B. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the Region/Area Engineer the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to and approved by the Region/Area Engineer prior to the date an individual is to report to work. Listed below are minimum qualifications and job descriptions for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

PROJECT MANAGER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with five years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the Region/Area Engineer.
- Certified Asphalt Technician Level I - Field Tester
- Certified Level II - Quality Management Technician
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is administrative and technical work in Civil Engineering. The employees in said class shall act as the first contact between contractor and the LIMESTONE COUNTY COMMISSION. The Project Manager shall be responsible for supervision of all employees assigned to the said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to the District Manager's or the Region/Area Engineer's designated representative.

SENIOR INSPECTOR:

Minimum Qualifications:

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- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I - Field Tester
- Certified Level II - Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to Project Manager.

LEVEL II INSPECTOR:

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering with one year of experience in construction inspection, surveying or materials testing and inspection. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I - Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

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This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

LEVEL I INSPECTOR:

Minimum Qualifications:

- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I - Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification

Job Description:

This is sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector shall assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

ADMINISTRATIVE ASSISTANT

Minimum Qualifications:

- A high school diploma or a GED certificate.

Job Description:

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Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting and directing the public, taking telephone messages, posting records, or making simple calculations.

PROFESSIONAL CIVIL ENGINEER

Minimum Qualifications:

- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

Job Description:

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

TARGET PERSON

Minimum Qualifications:

- Six months experience in surveying.

Job Description:

This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

INSTRUMENT PERSON Minimum Qualifications:

- Two years-experience in surveying.

Job Description:

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This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in charge of checking of contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

FIELD SUPERVISOR

Minimum Qualifications:

- Four years-experience in surveying with at least one year of experience as a construction survey party chief.

Job Description:

This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting and reading construction plans, and directing surveying activities involved with checking contractor's work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor.

PROFESSIONAL LAND SURVEYOR

Minimum Qualifications:

- Must possess a Professional Land Surveyor's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

Job Description:

This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of

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Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

C. STAFFING:

The LIMESTONE COUNTY COMMISSION shall determine number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the Region/Area Engineer. An individual previously approved whose performance is later determined by the LIMESTONE COUNTY COMMISSION to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an appropriate staff, as approved by the Region/Area Engineer, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until appropriate contract is finalized.

As the Contractor's operations on a contract diminish, the CONSULTANT shall reduce number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by the Region/Area Engineer shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Manager shall be responsible to schedule the CONSULTANT employee work hours to avoid overtime. This shall include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by the Region/Area Engineer. If overtime is not held to a minimum, then SECTION 1, 7.0 (Cooperation and Performance of the CONSULTANT) of this AGREEMENT shall be enforced to replace personnel. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the Region/Area Engineer to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the LIMESTONE COUNTY COMMISSION determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

D. CERTIFICATION - Licensing for Equipment and Personnel:

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The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the LIMESTONE COUNTY COMMISSION shall be authorized to operate nuclear testing devices. The CONSULTANT shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 9.0 B of this AGREEMENT.

10.0 SUBCONSULTANT SERVICES:

Upon written approval of the LIMESTONE COUNTY COMMISSION and prior to performance of work, the CONSULTANT may subcontract for engineering surveys, materials testing, or specialized professional services. The Region/Area Engineer shall verify qualifications of personnel used by sub-consultant.

11.0 OTHER SERVICES:

The CONSULTANT shall, upon written authorization by the Region/Area Engineer, perform any additional services not otherwise identified in this AGREEMENT as may be required by the LIMESTONE COUNTY COMMISSION in connection with said Projects).

12. CLAIMS REVIEW:

In the event the Contractor for said project submits a claim for additional compensation and/or time after the CONSULTANT shall, by written request from the LIMESTONE COUNTY COMMISSION, analyze the claim, prepare recommendation to the Region/Area Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to the settlement of said claim. Compensation for these services shall be mutually agreed between the LIMESTONE COUNTY COMMISSION and the CONSULTANT prior to performance of said Services.

A. The CONSULTANT shall, upon written request by Region/Area Engineer, assist appropriate LIMESTONE COUNTY COMMISSION Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT.

The CONSULTANT shall, upon written request by Region/Area Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the LIMESTONE COUNTY COMMISSION in any litigation or hearings in connection with said construction contract(s).

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ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT services for each on-call construction assignment shall begin after the CONSULTANT receives approved Purchase of Consultant Services for Construction Engineering and Inspection order (Form CPO - CE&I) from Region/Area Engineer. The CPO shall constitute Notice to Proceed from the LIMESTONE COUNTY COMMISSION. The maximum amount payable to the CONSULTANT for services on each on-call construction assignment shall not exceed the amount stated on said CPO. The length of services as herein established for each construction contract is based on the CONSULTANT beginning work when notified and continuing work until acceptance by the LIMESTONE COUNTY COMMISSION of described services.
2. This AGREEMENT shall be effective upon the date of approval by the Legislative Contract Review Oversight Committee, and signature of the Governor of Alabama, for a term of two years. Any requests for work by the LIMESTONE COUNTY COMMISSION, made prior to the end of the two- year term shall be covered by this AGREEMENT.

ARTICLE III – PAYMENT

SECTION 1

Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points. Profit shall be maintained at ten (10) percent of these costs. When Region/Area requires the CONSULTANT to stay overnight at a project, the CONSULTANT shall be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) shall be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out- of-pocket expenses, not to exceed \$100.00, shall be paid as direct cost plus ten (10) percent. Purchases over \$100.00 shall require written authorization from appropriate Region.

For performance by the CONSULTANT of services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the LIMESTONE COUNTY COMMISSION shall pay the CONSULTANT as follows:

- A. The total compensation to the CONSULTANT for work provided for when performed under this AGREEMENT will be as follows:
 1. Direct salary and wages - Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT’S personnel that may be working on various projects under this AGREEMENT.

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| <u>CLASSIFICATION</u> | <u>HOURLY PAY RANGES</u> |
|-----------------------------|--------------------------|
| Professional Civil Engineer | \$28.00 to \$43.00 |
| Project Manager | \$21.00 to \$37.00 |
| Senior Inspector | \$17.00 to \$29.00 |
| Level II Inspector | \$13.00 to \$24.00 |
| Level I Inspector | \$12.00 to \$19.00 |
| Professional Land Surveyor | \$20.00 to \$37.00 |
| Field Supervisor | \$17.00 to \$29.00 |
| Instrument Person | \$13.00 to \$23.00 |
| Target Person | \$12.00 to \$19.00 |
| Administrative Assistant | \$10.00 to \$19.00 |

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration, see Attachment #1 for ALDOT Consultant Field Office Procedures, which Attachment #1 is made a part hereof.
3. For work performed out of the CONSULTANT'S home or branch office, the CONSULTANT'S home office overhead and labor additive rate of 170.22 percent (for Fiscal Year Ending December 31,2017) shall be applied to direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive can only increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT.
4. For work performed out of LIMESTONE COUNTY COMMISSION provided facility, the CONSULTANT'S field office and labor additive rate of 96.98 percent (for Fiscal Year Ending December 31, 2017) shall be applied to the direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive can only increase to a maximum of five (5) percentage point per year during the life of this AGREEMENT. (NOTE: For CONSULTANTS that have not provided an audited field office overhead rate, the billable field office rate shall be 105.00percent until such time as one is provided to the STATE'S Bureau of Finance and Audits, External Audit Section.)
5. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.

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6. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Statement of Direct Labor, Fringe Benefits and General Overhead that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.
7. Any paid overtime shall require prior authorization from the Region/Area Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.
For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:
 - a. The hourly overtime rate will be 1.5 times the billable rate.
 - b. Hours worked on holidays observed in the Region/Area on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:
 - a. The hourly rate will be one 1 times the billable rate.
 - b. The premium portion of overtime will be billed in accordance with the CONSULTANT'S Indirect Cost Rate Calculation.
8. The maximum amount payable, to the CONSULTANT for work provided for under this AGREEMENT, shall not exceed Thirty Six Thousand Six Hundred Twenty & 21/dollars (\$36,620.21).

SECTION 2

- A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.
- B. Payments to the CONSULTANT shall be made not more often than monthly. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance the LIMESTONE COUNTY COMMISSION may deem necessary. The original invoice and (3) three copies shall be submitted by the CONSULTANT to the Region/Area Office for review, approval and forwarding to the STATE'S Bureau of Finance and Audits, External Audit Section located in Montgomery, Alabama, for payment.
- C. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the STATE.

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SECTION 3

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the LIMESTONE COUNTY COMMISSION of all claims and of any and all liability of the LIMESTONE COUNTY COMMISSION to the CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to services rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the LIMESTONE COUNTY COMMISSION.

SECTION 4

During the period of this AGREEMENT, the CONSULTANT shall not be employed and CONSULTANT'S employees shall not be employed by construction contractors performing work on state or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the LIMESTONE COUNTY COMMISSION.

SECTION 5

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the LIMESTONE COUNTY COMMISSION in effect at the time work is performed.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Exhibits A, C, D, E, F, G, H, H-I, I, K, L, M, N, X, Y and Z attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

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 there from.

In WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective on the date of approval by the Legislative Contract Review Oversight Committee and the approval of the Governor of Alabama.

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ATTEST:

MORELL ENGINEERING, INC.

By: _____
(Affix Corporate Seal)

LIMESTONE COUNTY COMMISSION:

County Commission Chairman

| Shaw Rd Resurfacing 30 Working Days | \$ 35.00 | \$ 29.00 | \$ 25.00 | \$ 18.00 | |
|--|-------------------------------------|-------------------------------|-------------------------------|------------------------------|---------------------|
| Project No. RASTPNU-4218(250) | Project Manager (PE) | Graduate Inspector | Level II Inspector | Level I Inspector | Total |
| Task Description | | | | | |
| Contract Administration | 2 | | | | |
| Surveying/Stationing | | | 2 | 2 | |
| Project Inspection | | 10 | 15 | 15 | |
| Testing | | | 3 | 3 | |
| Management | 5 | 5 | | | |
| | | | | | |
| | | | | | |
| Man Day Total | 7 | 15 | 20 | 20 | |
| Daily Rate | \$ 280.00 | \$ 232.00 | \$ 200.00 | \$ 144.00 | |
| Total Direct Labor | \$ 1,960.00 | \$ 3,480.00 | \$ 4,000.00 | \$ 2,880.00 | \$ 12,320.00 |
| Overhead 170.22 | \$ 3,336.31 | \$ 5,923.66 | \$ 6,808.80 | \$ 4,902.34 | \$ 20,971.10 |
| Direct Cost | | | | | |
| Sub Total | | | | | \$ 33,291.10 |
| Profit 10% | | | | | \$ 3,329.11 |
| | | | | | |
| | | | | | |
| TOTAL ESTIMATED CE&I SERVICES | | | | | \$ 36,620.21 |

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

MOTION was made by Ben Harrison and seconded by Jason Black to appoint Valerie Hendrix to the Health Care Authority of Athens-Limestone County effective July 6, 2020 through December 31, 2020.

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

MOTION was made by Steve Turner and seconded by Jason Black to reappoint Camilla Gaston and Valerie Hendrix to the Health Care Authority of Athens-Limestone County, effective January 1, 2021.

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

MOTION was made by Daryl Sammet and seconded by Jason Black to award the following bid proposal to the lowest responsible bidder meeting specifications as follows

| Proposal No. | Item | Awarded to | Amount |
|---------------------|---|-------------------|----------------------|
| 2731 | Gasoline & Diesel (July 6 – October 5, 2020) | W. H. Thomas Oil | 30¢ Margin over rack |

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

MOTION was made by Steve Turner and seconded by Jason Black to hire Clayten Pugh as a Corrections Officer, pending drug screening.

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

MOTION was made by Jason Black and seconded by Daryl Sammet to hire Jesse Gibson as a Deputy, pending drug screening.

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

MOTION was made by Ben Harrison and seconded by Jason Black to hire Rodney Talbot Elkins as the Litter Patrol Driver in District 4, pending drug screening.

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

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MOTION was made by Jason Black and seconded by Daryl Sammet to hire Ashley Lewter as Recording Clerk II in the Probate Office.

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

MOTION was made by Steve Turner and seconded by Daryl Sammet to promote Ethan Wilson 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; Daryl Sammet, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to hire Buford Clemmons as part-time Litter Patrol Driver 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; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to approve to add a transitional Administrator to the Staffing Plan for the Commission Office, through December 31, 2020.

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

MOTION was made by Jason Black and seconded by Steve Turner to approve Family Medical Leave for Jason Pendergrass beginning July 6, 2020 until August 17, 2020.

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

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

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| Name | Position | Effective Date |
|--------------------|-----------------------------|----------------|
| Jonathan Bates | Equipment Operator III | 8/01/20 |
| Michelle Burns | Appraisal Clerk | 7/21/20 |
| Jamie Ezell | Appraisal Clerk | 7/25/20 |
| Teresa Hall | Real Property Appraisal II | 7/07/20 |
| Maria Harris | Corrections Officer | 8/03/20 |
| Mark Heard | Sergeant | 8/24/20 |
| Madison Herron | C.O.A. Program Coordinator | 8/01/20 |
| Jamison Johnson | Communications Officer | 8/16/20 |
| Makayla Kennedy | Tax Collection Clerk | 7/05/20 |
| Charlie McMeans | Engineering Assistant III | 8/18/20 |
| Christie Partridge | Chief Clerk – License Comm. | 8/24/20 |
| Jason Pendergrass | Deputy | 8/23/20 |
| Vanessa Rich | Operations Lieutenant | 8/24/20 |
| Ramona Robinson | Purchasing/Accounting Clerk | 8/27/20 |
| Christopher Shedd | Equipment Operator III | 8/16/20 |
| Guy Simmons | Patrol Captain | 8/23/20 |
| Brian Townsend | District 4 Foreman | 8/21/20 |
| Tammy Waddell | Operations Lieutenant | 6/01/20 |
| Ethan Wilson | Equipment Operator II | 8/26/20 |
| Kandace Wilson | Corrections Officer | 8/19/20 |

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

MOTION was made by Daryl Sammet and seconded by Steve Turner to amend the Midpointe Business Park Subdivision, a major subdivision that was granted preliminary approval on May 18, 2020 for 3 lots in District 2 located on the north side of Highway 72 approximately 1600’ west of Mooresville Road; the request has been made to amend this to include a total of 14 lots.

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

MOTION was made by Ben Harrison and seconded by Jason Black to approve the following subdivisions:

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| Name | S/D Type | Approval Type | Lots | District | Location |
|-----------------|-----------------|----------------------|-------------|-----------------|---|
| Messer Place | Minor | Preliminary & Final | 2 | 4 | Lydia Corey Rd |
| York Acres Sub. | Minor | Preliminary & Final | 2 | 3 | 517' west of Evans Rd & York Lane intersection |
| Gatlin Acres | Minor | Preliminary & Final | 2 | 3 | North west of Cedar Acres Dr. & Long Meadow Rd intersection |

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve for the Master Gardeners to use the Farmers Market to hold its monthly meetings through December 2020.

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

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

| Department | Item | Inventory # |
|-------------------|--------------------------|------------------------|
| Engineering | Data Collection Software | 4422, 4443, 4468, 4554 |
| Engineering | Desks | 4137, 4138 |
| Reappraisal | Ricoh FW750 | 18168 |
| Reappraisal | HP Designjet | 18185 |
| Sheriff's Office | Fujitsu Tablet | 15043 |
| Sheriff's Office | Fujitsu Tablet | 15050 |
| Sheriff's Office | Fujitsu Tablet | 15053 |
| Sheriff's Office | Fujitsu Tablet | 15055 |

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

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

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2020
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| Transfer from | Transfer to | Item | Inventory # | Serial # |
|----------------------|--------------------|------------------|--------------------|-------------------|
| Appraisal | Council on Aging | 2011 Dodge Nitro | 9518102 | 1D4PT2GK7BW530994 |

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

Chairman Daly opened a public hearing to discuss the FY 2020 Community Block Grant Program and proposed application to submit to ADECA for funding consideration. He turned the floor over to Terry Acuff with Community Consultants, Incorporated to conduct the public hearing. Mr. Acuff handed out a 2020 CDBG Grant Program Summary Sheet. He explained that the county is considering applying for a CDBG grant and before you do that, you're required in accordance with adopted citizen participation plan to have a public hearing to notify the public that the county is considering applying for a grant. This is a CDBG, Community Development Block Grant. The money comes through HUD and given to ADECA to be used for low- and moderate-income areas. We're considering looking at Chapman Hollow Road; replacing the piping and reworking that road. What we'll be applying for is a single purpose grant that is due on August 10, 2020. We've planned to start surveying Chapman Hollow Road to make sure it qualifies, if no one in the public has objections. If it qualifies, he will be coming back to the Commission with a resolution to approve and authorize the local match requirement. We will be asking for a \$350,000 grant with a 10% local match. It is the understanding that the county is going to use in-kind services for its match. Mr. Acuff said he would answer any questions. No one spoke in opposition.

Commissioner Sammet thanked the county's Legislative delegation and Governor Ivey that fought so hard to get the gas tax. That's the money we're working with and we're seeing great improvements already across the county. Bethel Road should be finished this week; that's my Rebuild Alabama money being spent. Commissioner Turner spent Rebuild Alabama money on Copeland Road, and thanked him and Reed Construction for doing a great job. He mentioned, don't forget the census. The census means so much to the county and there is still 43% that hasn't responded.

Commissioner Black reported his district reclaimed Snake Road about two weeks ago. That will probably be the last road I ever reclaim, not because it's a bad idea or a good idea, but if it rains a half an inch you're in trouble, and if it rains a foot you're really in trouble and we're at the foot stage. We're spreading gravel just so people didn't get stuck going back and forth to their homes; it's been a headache and Warren Road is the exact same way. We're so far behind on everything else. We're playing catch-up on cutting the sides of the roads. We've got tractors that we cleaned and did the maintenance on them over the winter and both wouldn't work. He mentioned the Census and asked about reaching out to the elementary school teachers and principals

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about sending something home with the elementary students to remind parents to fill out the Census.

Commissioner Harrison reported the County Engineer indicated that Reed Construction may have to pull-off and finish a project and then come back. They're going to make the transition as short as they can. He asked motorists traveling New Cut Road to be patient, it's been swept, it looks good. It's a chip seal surface but it's fine to travel on for a couple of weeks. He said to Commissioner Black that he had the same thing happen with him last year on Robinson Lane and Cannon Road. People have got to understand we've had wet weather and the last two years have wreaked havoc on the roads. If you're in the process of reclaiming a road and you get caught with rain, that's going to happen and yes, it's aggravating.

Chairman Daly said he can't be repetitive enough about the Census. The money follows the numbers, not the needs. Limestone County is growing like wildfire and we're around 100,000 people and if you get a Census count of a lower number of people, that is what the county's federal dollars are based on for the next ten years. He requested residents to take a few minutes and complete the Census.

Adjourned at 10:26 a.m. until 9:00 a.m. on Monday, July 20, 2020, Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.