

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

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

Chairman Yarbrough presented Jamie Cooper and Cooper & Company a 44 Year Recognition Certificate.

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

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Stanley Hill and seconded by Jason Black to approve the minutes of April 2 & 11, 2018.

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve the following claims

	Check # 47931	Void
4/03/18	Check # 47932	\$ 25,011.00
4/06/18	Check # 47933 – 48018	<u>\$747,940.23</u>
	TOTAL	<u>\$772,951.23</u>

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve the following Resolution of the Limestone County Commission Urging Congress to Approve the Creation of a U. S. Postage Stamp in Honor of Judge James E. Horton, Jr.

**RESOLUTION OF THE LIMESTONE COUNTY  
COMMISSION URGING CONGRESS TO  
APPROVE THE CREATION OF A U.S.  
POSTAGE STAMP IN HONOR OF  
JUDGE JAMES E. HORTON, JR.**

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

WHEREAS, we hereby urge Congress to approve the creation of a U.S. postage stamp in honor of Judge James E. Horton, Jr., who displayed immense courage in overturning the guilty verdict and death sentence of Mr. Haywood Patterson, one of the "Scottsboro Boys." An unpopular decision on a historical case saturated with racial hatred and injustice, vocal Klansmen, and threats of lynching; and

WHEREAS, the Scottsboro Boys were nine black male youths who had been falsely accused of rape by two white women in Athens, Alabama; Judge Horton willingly committed political suicide by ordering a retrial of Mr. Haywood Patterson because of his powerful sense of justice; and

WHEREAS, Judge James E. Horton, Jr., was born in Limestone County, Alabama, in 1878 as the son of a former slave owner; after earning a law degree from the Cumberland School of Law in 1899, he clerked for his Probate Judge father before entering private practice; he served as a member of the Alabama State Legislature, before taking a chancery court opening and returning to Limestone County to serve as a judge; and

WHEREAS, Judge James E. Horton, Jr. left his seat to return to his private practice and farming; he was elected to a six-year term to the Eight Circuit Court in 1922 and was presented with the most important retrial of his career, the Scottsboro Boys case during his second term in 1933; and

WHEREAS, a monumental figure in the United States Civil Rights Movement such as Judge James E. Horton, Jr., should be posthumously honored with the creation of a U.S. postage stamp.

NOW, THEREFORE, BE IT RESOLVED, by the Limestone County Commission, That Congress is hereby urged to approve the creation of a U.S. postage stamp in the posthumous honor of Judge James E. Horton, Jr.

DONE this the 16<sup>th</sup> day of April, 2018.

ATTEST:

LIMESTONE COUNTY COMMISSION

\_\_\_\_\_  
Pam Ball  
As County Administrator

\_\_\_\_\_  
Mark Yarbrough  
As its Chairman

Chairman Mark Yarbrough introduced the foregoing Resolution; Commissioner Ben Harrison moved for the adoption of the Resolution; Commissioner Jason Black seconded said motion; and the Resolution unanimously adopted on the 16<sup>th</sup> day of April, 2018.

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

STATE OF ALABAMA    )  
                                  )  
COUNTY OF LIMESTONE    )

I, Pam Ball, as County Administrator of the Limestone County Commission, Alabama, hereby certify that the attached Resolution is a true, correct and complete copy of the Resolution adopted by the Limestone County Commission on April 16<sup>th</sup>, 2018.

Dated this the 16<sup>th</sup> day of April, 2018.

\_\_\_\_\_  
As County Administrator of  
Limestone County, Alabama

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

**MOTION** was made by Jason Black and seconded by Steve Turner to suspend the Rules of Order to approve agreements for approaches and bridge replacement on Old Highway 20.

The Commission Clerk called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute the following Supplemental Agreement for Preliminary Engineering for the approaches and bridge replacement on Old Highway 20 over a slough of Limestone Creek Project #ERPR-9010( ), LCP 42-166-16P, CPMS 100065627.

**AGREEMENT FOR  
PRELIMINARY ENGINEERING ON A  
FEDERAL EMERGENCY RELIEF PROJECT  
BETWEEN THE STATE OF ALABAMA  
AND  
LIMESTONE COUNTY, ALABAMA  
SUPPLEMENTAL AGREEMENT NUMBER 1**

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and LIMESTONE COUNTY; FEIN 63-6001607, hereinafter referred to as the COUNTY; in cooperation with the United State Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA:

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

**WITNESSETH**

**WHEREAS**, the STATE and the COUNTY entered into an agreement, effective June 8, 2016, to cooperate in the preliminary engineering for the approaches and bridge replacement of BIN 2544 on Old Highway 20 (CR-12) over slough of Limestone Creek. FHWA Disaster #AL2016-01 (DDIR Report #Limestone-2). Project #ERPR-9010( ), LCP 42-166-16P, CPMS Ref #100065627, and

**WHEREAS**, the STATE and the COUNTY desire to amend the Agreement entered into on June 8, 2016 by execution of this Supplemental Agreement.

**NOW THEREFORE**, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated June 8, 2016 is hereby amended in the following respects:

1. Page 2, paragraph 5, of the foregoing Agreement is hereby amended to read as follows: Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid Funds in any amount. All estimated cost will be financed, when eligible for Federal participation, on the basis of 80% Federal Emergency Relief funds. The 20% matching funds will come from State Public Road and Bridge funds making up 2/3 of the matching funds and County funds making up 1/3 of the matching funds. Of the 2/3 of State Public Road and Bridge funds, 1/2 of these funds are coming from a swap of the County's regular Federal Aid Funds. Any overrun in construction costs payable by the parties will be at the prorata share listed below. The estimated cost and participation by the various parties are as follows:

Federal Emergency Relief Funds	\$72,000.00
State Public Road & Bridge Funds	\$ 6,000.00
State Public Road & Bridge Funds (Reg. FA Funds swap)	\$ 6,000.00
County Funds	<u>\$ 6,000.00</u>
Total (Incl. E & I)	\$90,000.00

2. All other and remaining terms of the Agreement of June 8, 2016, shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Supplemental 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 the approval of the Governor of Alabama.

SEAL

ATTEST:

LIMESTONE COUNTY, ALABAMA

\_\_\_\_\_  
Clerk (Signature)

\_\_\_\_\_  
Chairman (Signature)  
Limestone County Commission

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

\_\_\_\_\_  
Type name of Clerk

\_\_\_\_\_  
Type name of Chairman

RECOMMENDED

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

\_\_\_\_\_  
State Local Transportation Engineer  
D. E. Phillips, Jr., P.E.

\_\_\_\_\_  
Chief Engineer  
Don T. Arkle, P.E.

This agreement has been legally reviewed  
and approved as to form and content:

\_\_\_\_\_  
William F. Patty, Chief Counsel  
Alabama Department of Transportation

\_\_\_\_\_  
Transportation Director  
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE 16<sup>th</sup>  
DAY OF APRIL, 2018.

\_\_\_\_\_  
GOVERNOR OF ALABAMA  
KAY IVEY

**RESOLUTION**

BE IT RESOLVED, by the County Commission of Limestone County, Alabama, that the County enters into a Supplemental Agreement Number 1 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated June 8, 2016 for:

The preliminary engineering for the approaches and bridge replacement of BIN 2544 on Old Highway 20 (CR-12) over slough of Limestone Creek. FHWA Disaster #AL2016-01 (DDIR Report #Limestone-2). Project #ERPR-9010( ), LCP 42-166-16P, CPMS Ref #100065627;

which agreement is before this Commission, and that the Supplemental 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 Supplemental Agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 16th day of April, 2018.

ATTESTED:

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

\_\_\_\_\_  
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 16<sup>th</sup> day of, 2018, and that such resolution is on 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 16<sup>th</sup> day of April, 2018.

\_\_\_\_\_  
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.

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

## **MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

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.

#### **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.
- c.

#### **NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY,

## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018

or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

**MOTION** was made by Jason Black and seconded by Ben Harrison to authorize the Chairman to execute the following Supplemental Agreement for Preliminary Engineering for the approaches and bridge replacement on Old Highway 20 over a slough of Limestone Creek Project #ERPR-9010( ), LCP 42-166-16P, CPMS 100065627.

### ERPR - AGREEMENT - ROW

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and LIMESTONE COUNTY, ALABAMA (FEIN 63-60001607), party of the second part (hereinafter called the COUNTY):

### WITNESSETH

**WHEREAS**, the STATE and COUNTY desire to cooperate in the right-of-way acquisition for the approaches and bridge replacement of BIN 2544 on Old Highway 20 (CR-12) over a slough of Limestone Creek. FHWA Disaster #AL2016-01 (DDIR Report #Limestone-2). Project #ERPR-9010(955), LCP 42-166-16R, CPMS Ref. #100067807.

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

A. This Agreement will cover only the right-of-way acquisition phase of the work by STATE and COUNTY forces or by consultant selected by the COUNTY and approved by the STATE.

B. The right-of-way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred by the COUNTY or STATE as part of the project cost.

C. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid Funds in any amount. All estimated cost will be financed, when eligible for Federal participation, on the basis of 80% Federal Emergency Relief funds. The 20% matching funds will come from State Public Road and Bridge funds making up 2/3 of the matching funds and County funds making up 1/3 of the matching funds. Of the 2/3 of State Public Road and Bridge funds, 1/2 of these funds are coming from a swap of the County's regular Federal Aid Funds. Any overrun in right-of-way acquisition costs will be at the prorata share listed below. The estimated cost and participation by the various parties are as follows:



**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

Federal Emergency Relief Funds	\$40,000.00
State Public Road & Bridge Funds	\$ 3,333.33
State Public Road & Bridge Funds (Reg. FA Funds swap)	\$ 3,333.33
County Funds	<u>\$ 3,333.34</u>
Total (Incl. E & I)	\$50,000.00

D. Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.

E. The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the amount of Federal funds expended under this Agreement.

F. The COUNTY, upon notification by the STATE, will provide its share of the estimated matching funds before the STATE will proceed with the right-of-way acquisition.

G. The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

H. It is clearly understood by both parties that the STATE does not commit any State or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.

I. A final audit will be made of all project records after completion of the project, and a final financial settlement will be made.

J. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act. No. 94-414.

K. The terms of this Agreement may be modified by supplemental Agreement duly executed by the parties hereto.

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

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

M. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

N. 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

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

and nothing in this agreement creates an agency relationship between the parties.

O. 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.

P. Exhibit M and N are attached hereto as a part hereof.

Q. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

**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 the approval of the Governor of Alabama.**

SEAL

ATTEST:

LIMESTONE COUNTY, ALABAMA

\_\_\_\_\_  
Clerk (Signature)

\_\_\_\_\_  
Chairman (Signature)  
Limestone County Commission

\_\_\_\_\_  
Type name of Clerk

\_\_\_\_\_  
Type name of Chairman

RECOMMENDED

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

\_\_\_\_\_  
State Local Transportation Engineer  
D. E. Phillips, Jr., P.E.

\_\_\_\_\_  
Chief Engineer  
Don T. Arkle, P.E.

This agreement has been legally reviewed  
and approved as to form and content:

\_\_\_\_\_  
William F. Patty, Chief Counsel  
Alabama Department of Transportation

\_\_\_\_\_  
Transportation Director  
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE 16<sup>th</sup>  
DAY OF APRIL, 2018.

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

\_\_\_\_\_  
GOVERNOR OF ALABAMA  
KAY IVEY

**RESOLUTION**

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:

The right-of-way acquisition for the approaches and bridge replacement of BIN 2544 on Old Highway 20 (CR-12) over a slough of Limestone Creek. FHWA Disaster #AL2016-01 (DDIR Report #Limestone-2). Project #ERPR-9010(955), LCP 42-166-16R, CPMS Ref. #100067807;

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 16th day April, 2018.

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 16<sup>th</sup> day of April, 2018, and that such resolution is on 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 16<sup>th</sup> day of April, 2018.

\_\_\_\_\_  
County Clerk

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve the following budget revision:

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

<b>Department</b>	<b>Account Number</b>	<b>Title of Line Item</b>	<b>Amount</b>
Severed Material	119-53600-560 119-35910-000	Construction Equipment Budgetary Fund Balance	+\$30,000.00 - \$30,000.00

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

**MOTION** was made by Stanley Hill and seconded by Steve Turner to approve Family Medical Leave for Jonathan Hardiman beginning April 9, 2018 and ending July 2, 2018.

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

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

<b>Name</b>	<b>S/D Type</b>	<b>Approval Type</b>	<b>Lots</b>	<b>District</b>	<b>Location</b>
Newby Chapel Estates	Minor	Preliminary & Final	3	2	Near the intersection of Nick Davis Road & Newby Chapel Road

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

**MOTION** was made by Stanley Hill and seconded by Ben Harrison to approve the following speed limits:

- 25 mph on Glendell Lane - District 4
- 25 mph on Shelton Lane - District 1

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve Option One to purchase LED lamps and county personnel install.

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

The Chairman asked if there was any discussion. Commissioner Harrison said he is all for having LED lights, but disagrees with calculations presented to the commission by Meridian Energy Group. He said our county maintenance personnel could do this work, because it doesn't take a licensed engineer, and it would save money. The Commission Clerk called the roll. Ben Harrison, aye; Jason Black, nay; Stanley Hill, nay; and Steve Turner, nay. Motion fails.

**MOTION** was made by Steve Turner and seconded by Jason Black to approve Option Two for a full turnkey job by Meridian Energy Group for retrofitting existing fixtures at five county buildings with LED lighting.

The Chairman asked if there was any discussion. Commissioner Harrison questioned Meridian's representative, Archie Booth, about the calculations of the energy savings. Booth said his company had replaced all the lights in the Limestone County Jail and an energy savings had been realized after one year and one month of use. Harrison pointed out the jail is a 24-7 operation, as opposed to the five county-owned buildings that are lighted only nine hours each day. Booth said he guarantees the savings in the five county buildings would be realized in 2½ years.

**MOTION** was made by Ben Harrison to table voting to approve Option Two for a full turnkey job by Meridian Energy Group for retrofitting existing fixtures at five county buildings with LED lighting. Motion failed for lack of a second.

Commissioner Turner questioned whether county personnel have time to do this work. He has concerns about the safety of the residents coming in and out of these buildings. He said we are responsible for ensuring their safety while they're here.

Commissioner Hill said he respected Commissioner Harrison's investigation into the numbers. He talked to a maintenance person at a private facility where Meridian had installed LED lights about five years ago and they've had a savings. He has asked the Sheriff how the LED lights were working at the jail and if he had any problems with the lighting. Sheriff said he hasn't had any problems and said he loved it.

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

**MOTION** was made by Stanley Hill and seconded by Steve Turner to approve the following road projects in District 1:

<b>Road Name</b>	<b>Length in miles</b>	<b>Width in feet</b>	<b>Note</b>	<b>Cost</b>
Wooley Springs Road (from Hwy 251 to Mooresville Rd)	3.106	20	Chip Seal	\$61,518.00
Wooley Springs Road (from Mooresville Rd to Holt Rd)	1.000	18	Chip Seal	\$ 8,913.00

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

District 1 road projects continued:

<b>Road Name</b>	<b>Length in miles</b>	<b>Width in feet</b>	<b>Note</b>	<b>Cost</b>
Pisgah Road	0.200	14	Chip Seal	\$ 2,778.00
Beaver Lane	0.200	14	Chip Seal	\$ 2,778.00
Reyer Road	0.200	16	Chip Seal	\$ 3,175.00
Sterling Road	0.500	16	Chip Seal	\$ 7,936.00
Leaning Pine Road	0.200	14	Chip Seal	\$ 1,389.00
Shannon Drive	0.200	18	Chip Seal	\$ 4,172.00
Miller Lane	0.800	16	Chip Seal	\$12,698.00
North Wales Road (Elkton Rd to curve)	0.400	15	Chip Seal	\$ 5,952.00
Pettusville Road (Thomas Rd to Stateline Rd)	0.200	20	Chip Seal	\$ 3,968.00
Robinson Hollow Road	2.600	16	Chip Seal	\$41,269.00
Dunnavant Road	0.200	15	Chip Seal	\$ 1,488.00
State Line Road (Pettusville Rd to top of hill)	0.200	18	Chip Seal	\$ 3,571.00
Bic Jock Road	0.500	20	Chip Seal	\$ 9,921.00
Heron Drive	0.200	16	Chip Seal	\$ 3,175.00
Paris Lane	0.200	16	Chip Seal	\$ 3,175.00
Kimzy Carr (back portion)	0.200	14	Chip Seal	\$ 2,778.00

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

Commissioner Turner: Finished Newby Chapel Road and will repair the 100' bad shot, but is open to traffic.

**MOTION** was made by Jason Black and seconded by Ben Harrison to approve approximately \$125,000 worth of additional paving on Burgreen Road from Hardiman Road north close to Tribble Drive with work to be performed by Reed Contracting to be reimbursed by the City of Madison.

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

Commissioner Black: Litter pick up prior to cutting grass on the sides of the roads. He has contracted with prison for a bus squad to pick up trash in District 3.

Commissioner Harrison: District 4 tool shed, break room and office received storm damaged Saturday.

## **MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 16, 2018**

Chairman Yarbrough announced the following:

- Alabama Statewide Spring Cleanup April 21<sup>st</sup> to 28<sup>th</sup>
- Limestone County Farmer's Market will reopen May 1<sup>st</sup> on Tuesdays and Fridays.

Recessed at 10:34 a.m. until 10:00 a.m. on Wednesday, May 2, 2018, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.