

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

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.

Wes Kelly, Huntsville Utilities. 112 Spragins Drive, Huntsville, Alabama addressed the Commission regarding the right-of-way agreement with Huntsville Utilities related to the acquisition of the Limestone County Water's assets. He asked the Commission's consideration of including a sense of permanence in the agreement by the easement approach. If the County is not favorable to the easement approach, he asked that paragraph 16 be amended or terminated without mutual written consent of both parties. He requested the language in the resolution giving Huntsville Utilities permission to operate be rephrased to a permanent right to operate.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Steve Turner to approve the minutes of May 6 & 15, 2019.

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 Ben Harrison and seconded by Daryl Sammet to approve the following claims

5/03/19	Check # 53148 – 53202	\$434,896.99
5/10/19	Check # 53203 – 53284	<u>\$295,711.12</u>
	TOTAL	\$730,608.11

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. Ben Harrison, aye; Daryl Sammet, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

Conflict of Interest: Commissioner Turner stated he would be abstaining from voting on a personnel matter.

MOTION was made by Jason Black and seconded by Ben Harrison to approve the following resolution for the Board of Directors of North Central Alabama Mental Retardation Authority, Inc. to amend its Certificate of Incorporation and to change the name of the Corporation to NCA 310.

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

RESOLUTION

WHEREAS, the Board of Directors of North Central Alabama Mental Retardation Authority, Inc. (hereinafter the "Corporation") desires to amend its Certificate of Incorporation and to change the name of the Corporation to NCA 310.

NOW, THEREFORE, BE IT RESOLVED, that the Certificate of Incorporation of North Central Alabama Mental Retardation Authority, Inc., as amended as filed in the Office of the Judge of Probate of Morgan County, be amended as follows:

SECTION I of the Certificate of Incorporation is hereby deleted in its entirety, and there is substituted in lieu thereof the following:

"I. NAME OF CORPORATION: The name of the Corporation shall be NCA 310 and any and all reference to North Central Alabama Mental Retardation Authority, Inc. shall hereafter be deemed to refer to as NCA 310.

BE IT FURTHER RESOLVED, that the President is hereby authorized and directed to execute the said Amendment for and on behalf of the Corporation, the Secretary is hereby authorized and directed to attest the President's signature, and the Secretary is directed to file said Amendment in the Office of the Judge of Probate of Morgan County, Alabama.

APPROVE AND ADOPTED this 20th day of May, 2019

CHAIRMAN

COMMISSIONER

COMMISSIONER

COMMISSIONER

COMMISSIONER

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, 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 resolution consenting to Limestone County Water & Sewer Authority's sale of a portion of their system to Huntsville Utilities.

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

RESOLUTION

WHEREAS, the Limestone County Commission is the governing body of Limestone County, Alabama; and,

WHEREAS, Huntsville Utilities is a utility board of the City of Huntsville, Alabama, a municipal corporation within the State of Alabama ("Huntsville Utilities"); and,

WHEREAS, the Limestone County Water and Sewer Authority is a public corporation established under the provisions of Alabama Code §11-88-1 and those following; and,

WHEREAS, Huntsville Utilities is acquiring from the Limestone County Water and Sewer Authority ("LCWSA") certain facilities and water lines; and,

WHEREAS, Huntsville Utilities and LCWSA have entered into an Agreement concerning the right to serve water within certain areas of the unincorporated portions of Limestone County and for the acquisition and transfer of water infrastructure and certain facilities and water lines related to the providing of water service within the unincorporated boundaries of Limestone County, Alabama, and a copy of the agreement between them has been provided to the Limestone County Commission; and,

WHEREAS, pursuant to Alabama Code §11-88-7(a)(22) sale and conveyance of any of LCWSA's systems and facilities, or any portion thereof, requires the consent of the Limestone County Commission, to be evidenced by a resolution, as a governing body of a county in which a part of the service area of LCWSA is located; and,

WHEREAS, LCWSA, by its agents and representatives, has represented that the sale and conveyance to Huntsville Utilities of a part of its water system will not constitute a breach of either (1) that certain Trust Indenture, dated November 15, 1988, between LCWSA and Regions Bank, as successor in interest to First Alabama Bank, or (2) that certain Trust Indenture, dated as of November 1, 2014, between LCWSA and Regions Bank, or (3) any other agreement to which LCWSA is a party; and,

WHEREAS, a motion was made by Commissioner Ben Harrison and seconded by Commissioner Jason Black with discussion and a vote having been conducted thereon, with said vote being 4 to 0 in favor thereof, the motion carried.

BE IT HEREBY RESOLVED, that the Limestone County Commission, as the governing body of Limestone County, Alabama, a county in which a part of the service area of the Limestone County Water and Sewer Authority is now located, consents to the sale of a part of the Authority's water systems and facilities as contemplated and represented in the Authority's agreement with the City of Huntsville for the City of Huntsville's acquisition of same for operation by Huntsville Utilities; and,

BE IT FURTHER RESOLVED, that the Chairman of the Limestone County Commission and its Administrator shall be authorized to further execute any documents that may be necessary to perform and complete the actions herein resolved; and,

BE IT FURTHER RESOLVED, the authority granted herein shall be in force and effect immediately upon passage of this Resolution.

ADOPTED AND APPROVED this 20th day of May, 2019.

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019





Collin Daly, Chairman
Limestone County Commission



Pam Ball, County Administrator
Limestone County Commission

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 Ben Harrison to authorize the Chairman to execute the following resolution for agreement with Huntsville Utilities to operate in the county's right-of-way.

RESOLUTION

WHEREAS, the Limestone County Commission is the governing body of Limestone County, Alabama, and, pursuant to Alabama Code §23-1-80, and other applicable law, has control and general superintendence over its roads and right-of-ways; and,

WHEREAS, Huntsville Utilities is a utility division of the City of Huntsville, Alabama, a municipal corporation within the State of Alabama ("Huntsville Utilities"); and,

WHEREAS, Huntsville Utilities is acquiring from the Limestone County Water and Sewer Authority ("LCWSA") certain facilities and water lines related to the providing of water service within the unincorporated boundaries of Limestone County, Alabama; and,

WHEREAS, Huntsville Utilities and LCWSA have entered into an Agreement concerning the right to serve water within certain areas of the unincorporated portions of Limestone County and for the acquisition and transfer of water infrastructure and certain facilities and water lines, and a copy of the agreement between them has been provided to the Limestone County Commission and a part of "Exhibit I" hereto; and,

WHEREAS, Huntsville Utilities desires to operate and maintain its facilities including any facilities and/or water lines acquired from LCWSA as well as any waterlines, gas lines, pipes, mains, equipment, meters, hydrants or other such facilities it may reconstruct or construct within the public right-of-ways of Limestone County that are subject to the control and general superintendence of the County; and,

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

WHEREAS, Huntsville Utilities desires to enter into an Agreement with Limestone County to allow Huntsville Utilities permission to use the present and future roadways, streets, highways, and right-of-ways of Limestone County for the purpose of operating the public water system over and upon the geographical area described in their agreement with LCWSA; and,

WHEREAS, a copy of the Agreement proposed to be entered between Huntsville Utilities and Limestone County is attached hereto as "Exhibit I" and,

WHEREAS, a motion was made by Commissioner Jason Black, and seconded by Commissioner Ben Harrison with discussion and a vote having been conducted thereon, with said vote being 4 to 0 in favor thereof, the motion carried.

THEREFORE, BE IT HEREBY RESOLVED, that the Chairman of the Limestone County Commission is authorized to enter into the attached Agreement by and between Limestone County and the City of Huntsville, d/b/a Huntsville Utilities, for Huntsville Utilities to have permission to operate its facilities and lines within Limestone County's right-of-ways under the terms therein, and upon such other terms and conditions as may be necessary and appropriate to accomplish same so long as any such other terms and conditions do not alter the substantive provisions resolved and are only nominal changes, such as for clarification, and which other terms and conditions shall be subject to the approval of the Commission's legal counsel; and,

BE IT FURTHER RESOLVED, that the Chairman of the Limestone County Commission and its Administrator shall be authorized to further execute any documents that may be necessary to complete the said Agreement and/or for the performance of the actions herein resolved; and,


BE IT FURTHER RESOLVED, the authority granted herein shall be in force and effect immediately upon passage of this Resolution.

ADOPTED AND APPROVED this 20th day of May, 2019.



Collin Daly, Chairman
Limestone County Commission

ATTEST:



Pam Ball, County Administrator
Limestone County Commission

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

EXHIBIT 1

AGREEMENT

This Agreement (this "Agreement") is entered into and effective this the 20th day of May 2019, by and between the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, d/b/a Huntsville Utilities ("Huntsville Utilities"), and the Limestone County Commission, the governing body of Limestone County, Alabama ("County").

WITNESSETH

WHEREAS, Huntsville Utilities is acquiring from the Limestone County Water and Sewer Authority ("LCWSA") certain facilities and/or water lines related to the providing of water service within the boundaries of Limestone County, Alabama; and

WHEREAS, LCWSA and Huntsville Utilities have or will be entering into a certain written agreement (the "Water Infrastructure Transfer Agreement") concerning the transfer of the water infrastructure and the right to serve water within certain areas of Limestone County to Huntsville Utilities, a copy of said agreement being attached hereto and marked as Exhibit A; *(attached in the minute book)* and

WHEREAS, Huntsville Utilities desires to operate and maintain its facilities including any facilities and/or water lines acquired from LCWSA as well as any water lines, gas lines, pipes, mains, equipment, meters, hydrants or other such facilities it may reconstruct or construct within the public rights-of-way of the County within Limestone County, Alabama, ("Facilities") and that are subject to the general superintendence of the County; and

WHEREAS, prior to paying unto the LCWSA the amount of eleven million dollars (\$11,000,000), which is to compensate LCWSA for infrastructure and service area and will allow Huntsville Utilities to serve water to the businesses and individuals who are within the area described in the Water Infrastructure Transfer Agreement (including within Exhibit A thereto), Huntsville Utilities desires to enter into this Agreement with Limestone County to allow Huntsville Utilities permission to use the present and future roadways, streets, and highways of Limestone County for the purpose of operating in the public water system over and upon the geographical area described in the Water Infrastructure Transfer Agreement (including within Exhibit A thereto) under the terms herein, which will be used to furnish water to the businesses and individuals that are within the area as described in the Water Infrastructure Transfer Agreement (including within Exhibit A thereto); and

WHEREAS, the County has been provided, and reserves the right to require and be provided, plans and specifications for Huntsville Utilities' proposed location of its Facilities in any such right-of-way, including, but in no way limited to, any of the following:

- 1) A location Map (scale: 1/2" = 1 mile);
- 2) A layout of proposed work showing locations of adjacent utilities;
- 3) A callout of any roadway crossings;
- 4) A detail of proposed road crossing restoration (if applicable); and

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

WHEREAS, the County, subject to the terms herein and any other policies and regulations governing use of its rights-of-way and property, hereby acknowledges that Huntsville Utilities intends to and will locate its Facilities in the County's said rights-of-way, including those being acquired from LCWSA where the location of same may have already been approved and/or existing, or otherwise permitted by the County;

NOW, THEREFORE, based upon the premises herein considered, and other valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed by Huntsville Utilities and the County, as follows:

1. County agrees Huntsville Utilities, and its contractors or agents, may install and/or maintain Huntsville Utilities' Facilities in the public rights-of-way of the County in accordance with the regulations and policies of the County applicable to all utilities now or hereafter, and in accordance with any plans and specifications of Huntsville Utilities approved by the County, or its Engineer if so designated, or other designated representative. Upon Huntsville Utilities ceasing to serve water within the territory described in the Water Infrastructure Transfer Agreement (including within Exhibit A thereto), then the permission granted to Huntsville Utilities herein shall cease and discontinue.

2. Huntsville Utilities accepts and acknowledges that the rights-of-ways of Limestone County may have been acquired through conveyance, custom and usage, or prescription and County makes no warranty or representation as to the title of the same, and Huntsville Utilities accepts the same in their present condition. Both parties acknowledge that the present infrastructure which has previously been installed by LCWSA shall be the same infrastructure as transferred by LCWSA to Huntsville Utilities and has been installed by LCWSA and Huntsville Utilities is taking said infrastructure in the same condition as maintained by LCWSA and agrees to keep and maintain the same in the same condition which has been required by County.

3. Huntsville Utilities does hereby agree that all future infrastructure located within Exhibit A to the Water Infrastructure Transfer Agreement will be installed in accordance with Huntsville Utilities conditions and requirements being presently utilized for the installation, maintenance, and upkeep of utilities within the area served presently by Huntsville Utilities. Additionally, the installation and maintenance of Huntsville Utilities Facilities will conform to the provisions of the current latest editions of the Alabama Department of Transportation Utility Manual and the national Manual on Uniform Traffic Control Devices, latest edition, which manuals are of record in the Department of Transportation and are a part hereof by reference.

4. Huntsville Utilities shall conform to all state and federal regulations concerning the environment, clean water, and hazardous materials, waste or substances, including, but in no way limited to, the Clean Water Act, the Environmental Protection Agency, and the Alabama Department of Environmental Management, and any other such applicable regulatory act, regulations, agency, or governing body.

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

5. Huntsville Utilities shall give the County advance notice of any work that is to be done to repair, replace, reconstruct, or construct its Facilities within the County's right-of-way, and for any such work that shall require any disruption, suspension, or alteration of the usual travel and flow of traffic at or near the work site, specifically including, but in no way limited to, the cutting of or boring under road surfaces, Huntsville Utilities shall ensure that all such signage, lighting, traffic controls, and the like that may be required, necessary or appropriate are in place and operational prior to the commencement of and during its work, which work and notice required shall also include giving notice and obtaining prior approval, which approval shall not be unreasonably withheld or delayed, of plowing on or near paved roads by tracked vehicles where right-of-way conditions warrant. In the event of emergency circumstances, Huntsville Utilities shall be allowed to proceed with such work as may be necessary to alleviate the emergency circumstances and shall give notice to the County as soon as same might be reasonably possible.

6. Huntsville Utilities acknowledges and agrees that all of its Facilities shall be placed behind ditch line(s) on paved roads except in such circumstances where same may already be existing, or where otherwise approved and permitted by the County, and Huntsville Utilities acknowledges and agrees that any County road, right-of-way, or property shall be restored to a condition comparable to the condition that existed before commencement of any work except as may otherwise be approved by the County or its Engineer, which approval of such restoration shall not be unreasonably withheld or delayed. In the event Huntsville Utilities fails, without the County's approval, to return any such road, right-of-way, or property to such condition, the County shall have the right to direct such restoration and receive reimbursement of the expense of such restoration from Huntsville Utilities.

7. It is hereby expressly acknowledged and agreed by Huntsville Utilities that the permission herein acknowledged and granted by the County is nonexclusive, that Huntsville Utilities shall be solely responsible for any damage or injury done to any other utility, entity; or individual due to its location, operation, and/or maintenance of its utilities, facilities, and lines within a County right-of-way, and that the County will not be responsible for any conflict or interference by Huntsville Utilities or its contractors or agents with any other utility located within a right-of-way.

8. Huntsville Utilities agrees that it will protect, defend, indemnify and hold harmless the County and its officials, officers, employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense or any amount paid in compromise thereof caused by work performed by Huntsville Utilities under this Agreement, and any failure of Huntsville Utilities to comply with all applicable laws or regulations.

9. In the event that the County is issued a citation or any other enforcement document by ADEM, the EPA, or any other such regulatory agency for failure to comply with applicable requirements due to the actions or omissions of Huntsville Utilities or its employees, subcontractors, agents, or representatives, it shall be the responsibility of Huntsville Utilities to bring all cited violations, deficiencies, or otherwise into compliance and to pay and/or indemnify County for any fines, assessments, etc., that may be issued to the County by any such agency,

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

and/or the County shall have the right to take such action as may be immediately necessary to remediate or mitigate any such cited violation, deficiency, or otherwise, and, in such event, Huntsville Utilities shall reimburse County for any expense incurred.

10. Huntsville Utilities acknowledges and agrees this Agreement does not constitute or grant to Huntsville Utilities any title, property interest, claim or control in or to any part of the said right-of-way or any other right-of-way or property of the County except to the extent specifically provided for herein, and Huntsville Utilities acknowledges the County makes no warranty or representation that any such right-of-way or roadway described herein is owned by Limestone County, Alabama.

11. In the event that any right-of-way and/or roadway of the County is altered or reconstructed such that the Facilities of Huntsville Utilities must be relocated or removed, the County will provide reasonable advance notice of the same to the extent possible. Huntsville Utilities acknowledges and agrees that the use of the County's rights-of-way are for its benefit and that any such costs and expenses related to the relocation and/or removal of such facilities and/or water lines shall be at its expense with the County having no obligation to reimburse Huntsville Utilities or any of its contractors or agents.

12. In the event any right-of-way and/or roadway is to be vacated by the County, Huntsville Utilities acknowledges and agrees the County shall have all rights allowed by law to vacate any such highway, road, street, and/or right-of-way, including any right-of-way and/or roadway in which its Facilities may be located, and Huntsville Utilities acknowledges and agrees that during and/or upon such vacation any rights Huntsville Utilities may have as to its Facilities in place at the time of vacation shall only be those allowed it by law and that no further or additional rights are granted by the County to Huntsville Utilities under this agreement.

13. Prior to this Agreement taking effect, the County will cause a resolution to be adopted by the Limestone County Commission whereby this Agreement will be executed for and on behalf of the County by the Chairman of the Limestone County Commission.

14. This agreement may not be assigned by Huntsville Utilities without the express written consent of the County except as provided herein. This agreement may be assigned from Huntsville Utilities to a public corporation formed for the purposes of providing the utility services theretofore provided by Huntsville Utilities, and where that public corporation will be acquiring all or substantially all of the assets and business associated with the services theretofore being provided by Huntsville Utilities; and, in the event of such an assignment to a public corporation, Huntsville Utilities shall give notice of such assignment to the County at least thirty (30) days in advance of Huntsville Utilities' approval of the assignment by Huntsville Utilities' governing body.

15. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

16. This Agreement shall not be amended or altered unless entered into in writing with the same formality as these presents.

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

17. In entering this Agreement, the undersigned, on behalf of Huntsville Utilities and on behalf of the County, hereby represent and warrant to the other party that he/she has full legal authority to act on behalf of Huntsville Utilities or the County and to bind Huntsville Utilities or the County to the terms herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first above written.

CITY OF HUNTSVILLE
d/b/a HUNTSVILLE UTILITIES,

By: _____

Its: _____

ATTEST:

By: _____

Title: _____

LIMESTONE COUNTY COMMISSION



Collin Daly, Chairman
Limestone County Commission



By: Pam Ball

Title: Administrative

The Chairman asked if there was any discussion. County Attorney Mark Maclin addressed Huntsville Utilities' request for permanency. He stated his opinion had not changed as far as the county not being owner of the property involved or there being any other provision for an easement to be granted. As far as the language regarding permanence, he didn't see legal authority or precedent for that. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Daryl Sammet, aye; and Steve Turner, aye. Motion carries unanimously.

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

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

Proposal No.	Item	Awarded to	Amount
2688	Bituminous Adhesive Machine (County Commission)	Jace Chandler & Assoc.	\$23,395.00
2689	Printing Business Cards (License Commission)	Printers & Stationers Inc.	\$ 354.00

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

MOTION was made by Daryl Sammet and seconded by Jason Black to hire the following, pending drug screenings:

- Heath Cunningham as Corrections Officer
- Chino Bolar as Corrections Officer

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 the following, pending drug screenings.

- Connor Ezzell as Part-Time Laborer in District 2
- Hunter Gatlin as Part-time Laborer in District 3

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 Ben Harrison to transfer Hunter Daws to the position of Engineering Assistant- Engineer Trainee in the Engineering Department.

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

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

MOTION was made by Jason Black and seconded by Ben Harrison to hire Todd Lawson as Engineering Assistant – CAD/GIS in the Engineering Dept., pending drug screening.

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

MOTION was made by Jason Black and seconded by Daryl Sammet to remove the following items from inventory:

Department	Item	Inventory #
Emergency Management	Rapid Tag Kit	4965/18417
Emergency Management	Panasonic Toughbook	4966/18418

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.

The Chairman opened the floor to receive comments relative to the proposed action to vacate a portion of Houston Ridge Road Right-of-Way, 20' each side of Houston Ridge Road, more particularly described as beginning approximately 2,745' from the intersection of Shipley Hollow Road and Houston Ridge Road along the centerline of Houston Ridge Road and extending west approximately 325' to the end of Houston Ridge Road.

John Gamble, 27764 Houston Ridge Road, stated he made the request to vacate because he plans to improve the property. He does not want to restrict or implead anybody.

John Mark Douthit, 28359 Bethel Road, spoke in opposition. He discussed a survey prepared by Ronnie Coffman in 1998 and spoke about the road right-of-way and references a deed to the property where J. W. Hodges bought in 1917. He stated Mrs. Clem and her son needs to have access to their home.

Sherry Clem, 27793 Houston Ridge Road, asked about what access she has to the property.

Tammie Meadows and Morgan Meadows, 28165 Houston Ridge Road; Jim Smith, 23085 Shipley Hollow Road; signed the public hearing sign-in sheet that they oppose.

MINUTES, LIMESTONE COUNTY COMMISSION, MAY 20, 2019

The Chairman opened the public hearing to receive comments regarding the county's submission of an application for the CY2019 Community Block Grant (CDBG) program for the development of water system improvements within the Tanner Community. He turned the floor over to Lucas Blankenship, TARCOG Director of Economic Development & Regional Planning. Mr. Blankenship presented the commission with a preliminary engineering report for the project. He said the total project is estimated at \$2,000,000. The project proposal will request grant funds in the amount of \$350,000; the Limestone County Water and Sewer Authority will provide all required match funding to implement the project. The project, if funded, will benefit Limestone County Commission by assisting a low to moderate income concentration in addition to the promotion of community development opportunity.

No one spoke in opposition.

Commissioner Sammet stated that all comments made in the proposed action to vacate a portion of Houston Ridge Road would be taken under consideration. He said the secondary paving is going well and gave an update on the Harvest Road paving project. He congratulated the 2019 graduates.

Commissioner Turner reported that Wiregrass Construction has finished the drainage cut on the East Limestone Road widening project. He said he had received calls about the detour route and stated he would look at ways to handle a little better in the future. His plans to trim some trees on Nick Davis Road between Hall and Mooresville Roads have been delayed to May 28th.

Commissioner Black reported his crew is replacing cross drains in preparation of roads to be paved.

Commissioner Harrison reported his crew is continuing to work on the Cannon Road reclaiming project. He thanked Commissioners Sammet and Turner for sending drivers to help with the project. He gave updates on Easter Ferry Bridge and Union Hill Road.

Chairman Daly thanked everyone for attending and encouraged motorist use caution in construction zones.

Recessed at 10:36 a.m. until 10:00 a.m. on Wednesday, May 29, 2019, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.