

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 20, 2015

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

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

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Stanley Hill to approve the minutes of January 5 & 14, 2015.

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

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

1/09/15 Check # 31608 – 31697 \$1,515,449.57

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

MOTION was made by Steve Turner and seconded by Stanley Hill to authorize the Chairman to execute the following resolution for the Medical Reimbursement Plan.

RESOLUTION

WHEREAS, the Limestone County Commission, in keeping with its policy of providing the best possible benefits to its employees, retirees, and elected officials has elected to provide a Medical Reimbursement Plan for the benefit of its employees, retirees, and elected officials;

NOW, THEREFORE, BE IT RESOLVED by the Limestone County Commission that a Medical Reimbursement Plan shall be, and hereby is adopted, according to the following terms and conditions:

- (a) All employees, retirees, and elected officials of Limestone County as of December 31, 2014, shall be eligible to receive a one-time payment in the amount of \$250.00.
- (b) To obtain payment, each qualifying employee, retiree, and elected official shall submit to the Limestone County Commission, during the month of

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January, 2015, for payment in February, 2015, an affidavit stating the out of pocket expenses for medical, dental, drug or prescription medicine, or vision expenses, including co-pays, not paid or reimbursed by the insurance or other third-party payer; for the employee and/or family members has been equal to or exceeds \$250.00 during the year of 2014.

- (c) Each eligible employee, retiree, and elected official shall be reimbursed under the Medical Reimbursement Plan to the extent of \$250.00 on the basis of such statement of claim submitted.
- (d) Any eligible employee, retiree and elected official not having a total of \$250.00 in such expenses shall be reimbursed under this Plan to the extent of expenses claimed, and shall be compensated as additional wages for difference to the extent of \$250.00 total.

Notice of this Resolution and time to submit claims shall be forthwith distributed to all eligible county employees, retirees, and elected officials.

Adopted this 20th day of January, 2015

Mark Yarbrough, Chairman

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

MOTION was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following resolution for Real Estate Purchase and Sale Agreement between the City of Athens, Limestone County, and Container Solutions, Inc. for real property located in the Athens and Limestone County Highway 31 Industrial Park.

RESOLUTION

A RESOLUTION CONCERNING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ATHENS, ALABAMA, LIMESTONE COUNTY, ALABAMA, AND CONTAINER SOLUTIONS, INC., FOR REAL PROPERTY IN THE ATHENS AND LIMESTONE COUNTY HIGHWAY 31 INDUSTRIAL PARK

WHEREAS, the Limestone County Commission, as the governing body of Limestone County, Alabama, in conjunction with the City of Athens, Alabama, has established a jointly-held and developed industrial park pursuant to §11-92-1, *et seq.* of the *Code of Alabama*, which industrial park is known as the Athens and Limestone County Highway 31 Industrial Park (hereinafter the "Industrial Park"); and,

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WHEREAS, Container Solutions, Inc., (hereinafter "Container Solutions"), desires to purchase real property from within the Industrial Park pursuant to a Purchase and Sale Agreement between Container Solutions, Limestone County, and the City of Athens, which portion is more particularly described in "Exhibit A" attached hereto, said property consisting of 3.8 acres, more or less; and,

WHEREAS, under said Purchase and Sale Agreement, as proposed, a copy of which is attached hereto as "Exhibit B", Container Solutions would pay unto Limestone County and the City of Athens, as Grantors, a purchase price of \$106,400.00 with payment of earnest money in the amount of \$2,000.00 for a license to enter upon the property and perform necessary due diligence related to the purchase of the real property; and,

WHEREAS, said Purchase and Sale Agreement shall reserve to the County and the City an access easement across the southern tract of the above-described real property for the benefit of the northern tract of the above-described real property; and,

WHEREAS, the Limestone County Commission has determined that the purchase price for the property is a fair, adequate and reasonable price, and is a price above that paid by the City and County to purchase and develop the property as an Industrial Park, prorated on the basis of the acreage involved, and does not involve the lending of the County's credit or grant of public funds or other things of value in aid of Container Solutions or any individual, firm, corporation, or other business entity, public or private; and,

WHEREAS, the Limestone County Commission finds that this property is no longer needed for public or municipal purposes by the County and/or the City; and,

WHEREAS, upon motion having been duly made by Commissioner Ben Harrison, and seconded by Commissioner Steve Turner to approve entering into the Purchase and Sale Agreement with Container Solutions along with the City of Athens, pursuant to the terms and conditions therein, as proposed; and, with said motion and second having been made in an open meeting of the Commission on the 20th day of January, 2015, with discussion had thereon and a vote having been taken, upon which vote said motion carried by a vote of 4 to 0;

THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION, during its meeting on the 20th day of January, 2015, commencing at 10:00 a.m., as follows:

BE IT HEREBY RESOLVED that the Limestone County Commission shall enter into a Purchase and Sale Agreement along with the City of Athens, Alabama, and Container Solutions, Inc., for the sale of the above-described real property to Container Solutions, Inc., for the sum of \$106,400.00 and subject to the reservation of an access easement across the southern tract of the described property for the benefit of the northern tract of the property; and,

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BE IT FURTHER RESOLVED that the Chairman of the Limestone County Commission shall be authorized to further execute any and all documents and instruments that may be necessary to complete the County's performance and closing of the Purchase and Sale Agreement, including the approval of any modifications to the Purchase and Sale Agreement that may be inconsequential to the substantive terms of said agreement.

The authority granted herein shall be in force and effect immediately upon passage of this Resolution.

ADOPTED AND APPROVED this 20th day of January, 2015.

Limestone County Commission Chairman

ATTEST:

County Clerk/Administrator

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of _____, 2015 (the "Effective Date"), by and between the **CITY OF ATHENS, ALABAMA**, an Alabama municipal corporation, and **LIMESTONE COUNTY, ALABAMA** ("Sellers"), and **CONTAINER SOLUTIONS, INC.**, an Alabama corporation ("Buyer"). Sellers and Buyer are each sometimes referred to herein as a "Party" or collectively, the "Parties."

RECITALS:

WHEREAS, Sellers are the owners of that certain vacant real property located in Limestone County, City of Athens, State of Alabama, as more particularly described as follows:

Lot 1 of the Thirty-One South Commercial Park, recorded at Plat Book H, Page 52 in the Office of the Judge of Probate of Limestone County, Alabama

And also

Two acres of land located in the Northeast corner of the Southwest Quarter of Section 28, Township 3 South, Range 4 West, particularly described as beginning at the Northeast corner of the Southwest Quarter of said Section 28, and run thence West 139 yards; thence South 70 yards; thence East 139 yards; thence North 70 yards to the place of beginning.

(the "Property"); and

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WHEREAS, Sellers desires to sell and Buyer desires to purchase the Property in accordance with and subject to the terms and conditions hereinafter set forth.

CONSIDERATION AND AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each intending to be legally bound, the Parties hereto agree as follows:

1. **Purchase and Sale.** Upon the terms, covenants and conditions hereinafter set forth and in exchange for the Purchase Price (as defined below) Sellers agree to sell and convey to Buyer, and Buyer agrees to purchase the Property.

2. **Purchase Price.** The Purchase Price for the Property shall be **One Hundred Six Thousand Four Hundred and 00/100 Dollars (\$106,400.00)** (the "**Purchase Price**"), payable as follows:

(A) **Earnest Money.** Within five (5) business days after the Effective Date, Buyer shall deliver Two Thousand and 00/100 Dollars (\$2,000.00) (the "**Earnest Money**") to Sellers. The parties agree that the Earnest Money shall be held and disposed of only in accordance with this **Section 2.** The Earnest Money shall be paid to the Sellers and applied toward the Purchase Price at the Closing and all interest earned on the Earnest Money shall be paid to Sellers. If this transaction does not close as a result of an Event of Default by Sellers, then Sellers shall promptly return the Earnest Money and any interest earned thereon to Buyer. Otherwise, the Earnest Money shall inure to the benefit of the Sellers and shall not be refundable.

(B) **Balance.** The balance of the Purchase Price shall be paid to Sellers by Buyer, plus or minus closing adjustments, as the case may be, less the Earnest Money, by certified/cashier's check or wire transfer of immediately available funds in accordance with wire instructions provided by Sellers for disbursement to Sellers at Closing.

3. **Buyer's Due Diligence.**

(A) **Title Review.**

(i) **Title Commitment.** Buyer may elect to obtain a Title Commitment and Title Policy with respect to this Agreement and Buyer's purchase of the Property. If so, then within five (5) days of the Effective Date, Buyer will order from a title company of Buyer's choosing (the "Title Company") a commitment for title insurance with respect to the Property issued by Title Company, and Buyer shall instruct Title Company to deliver the title commitment together with legible copies of all documents underlying any encumbrances or exceptions to title or coverage identified therein (collectively, the "**Title Commitment**"), to Sellers and Buyer as soon as

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reasonably possible after the date of order, but no later than twenty-one (21) days after the Effective Date. The Title Commitment shall provide that Title Company shall agree to insure title to the Property, in the amount of the Purchase Price (at a standard rate for such insurance) in the name of Buyer, by a standard ALTA 2006 form Owners Policy (or equivalent), free and clear of all liens and encumbrances except those which have been accepted by Buyer (including but not limited to the easement referenced in Section 5(a), below) (collectively, the "Permitted Exceptions"), and with such endorsements as Buyer may reasonably require (the "Title Policy"). Buyer shall pay for the cost of the Title Commitment and the Title Policy.

(ii) Title Objections. Within five (5) days of Buyer's receipt of the Title Commitment, Buyer shall provide Sellers with written notice of Buyer's objections thereto ("Title Objections"). Sellers shall within ten (10) days after receipt of Buyer's Title Objections (the "Title Cure Period"), provide Buyer with written notice of its intent to cure or not to cure all or any of the Title Objections. Sellers may cure any Title Objection by obtaining Title Company's written agreement to make appropriate changes to the Title Commitment, which agreement shall be subject to Buyer's approval and may be conditioned on the provision of documents by Sellers. If Sellers commit to cure, but fail to cure, any Title Objection on or before the Closing Date, such failure shall be a default by Sellers hereunder. If Sellers either elect not to cure or fail to cure any Title Objection(s), Buyer may, in addition to the other remedies provided for in this Agreement: (i) waive such Title Objection(s) and elect to proceed to Closing or (ii) elect to terminate this Agreement by written notice to Sellers and Title Company, in which case Buyer shall receive a full refund of the Earnest Money and neither party shall have any further obligation to the other. In the event that any update to the Title Commitment reveals any new or additional encumbrances on title, Buyer shall have ten (10) days from the receipt thereof to provide Sellers with written notice of any additional Title Objections and Sellers shall respond to such additional Title Objections in accordance with the process set forth above.

(B) Physical Inspection of the Property. Buyer and its agents and representatives shall be permitted, at Buyer's cost and expense, to make a complete physical inspection of the Property. Buyer agrees to repair any damage to the Property caused by testing and inspection and to indemnify and hold Sellers harmless from any claim for personal injury or property damage arising from such entry by Buyer on the Property.

(C) Survey. As part of Buyer's due diligence and inspection of the Property, after the Effective Date, Buyer may elect to obtain a survey of the Property at Buyer's own cost and expense. Buyer shall provide Seller with a full and complete copy of any resulting survey. The parties, upon their mutual agreement, may amend the legal description of the Property stated above to reflect a new legal description of the same property resulting from the survey.

(D) Environmental Reports. As part of Buyer's due diligence and inspection of the Property, after the Effective Date, Buyer may obtain environmental site

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assessments on the Property at Buyer's own cost and expense. Buyer shall provide Sellers with a full and complete copy of any resulting environmental site assessments, as well as any supporting documentation.

(E) Diligence Expiration Period. On or before 5:00 PM central time on the date that is sixty (60) days after the Effective Date (the "Diligence Expiration Date"), the parties shall proceed to Closing and Buyer shall purchase the Property. Notwithstanding anything to the contrary set forth above, Buyer may, for any reason or no reason at all, elect to terminate this Agreement at any time between the Effective Date and the Diligence Expiration Date by providing Sellers with a Termination Notice. Upon delivery of a Termination Notice, neither Buyer nor Sellers shall have any further liabilities or obligations to the other hereunder.

4. Closing.

(A) Closing Date. Provided this Agreement remains in full force and effect, all matters to be performed under this Agreement incident to the conveyance of the Property and the payment of the Purchase Price (collectively, the "Closing") shall be effectuated through a meeting in Athens, Alabama at the offices of closing attorney (selected by Buyer), on or before the first business day that is seventy (70) days after the Effective Date (the "Closing Date"). All documents to be delivered at the Closing and all payments to be made shall be executed and delivered on the Closing Date, together with all other documents and instruments as may be required to be recorded to effect the transfer and conveyance of the Property and the discharge of all liens as required hereunder.

(B) Conditions Precedent to Buyer's Obligations. It is a condition precedent to Buyer's obligation to proceed to Closing that each of the following conditions be fulfilled or waived in writing by Buyer on or before the Closing Date:

(i) All of Sellers' representations and warranties hereunder are true and correct as of the Closing Date and Sellers have performed all of their covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by them on or before the Closing Date; and

(ii) All documents and proceedings of Sellers with respect to the transactions contemplated hereby shall be as described herein and reasonably satisfactory to Buyer (and/or its counsel) and shall be satisfactory to any Title Company; and

(iii) All of Buyer's Title Objections shall either be cured by Sellers or waived by Buyer; and

(iv) As of the Closing Date, there shall be no administrative agency, litigation or governmental proceeding with respect to the Property,

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pending or threatened, that, after Closing, would, in Buyer's sole (but reasonable) discretion, materially and adversely affect the value or marketability of the Property, or the ability of Buyer to develop the Property for Buyer's intended use, including an potential change in zoning, utilities, or legal requirements.

If any condition to Buyer's obligations hereunder is not fulfilled, Buyer shall have no obligation to proceed to Closing and Buyer may elect to terminate this Agreement.

5. Deliveries.

(A) Sellers' Deliveries. Sellers shall deliver or cause to be delivered at the Closing the following:

(i) One or more duly executed and acknowledged Statutory Warranty Deeds, in recordable form and subject to any Permitted Exceptions (collectively referred to as the "Deed"). The Deed will convey the Property from the Sellers to the Buyer, subject to an easement, whereby the northern parcel of the Property (as described in that certain deed to the Sellers recorded at RLPY BK 2010, PG 5924 in the Office of the Judge of Probate of Limestone County, Alabama) will have a fifty foot (50') ingress and egress easement across the southern parcel of the Property (Lot No. 1 of the Final Plat of Thirty-One Commercial Park Addition No. 1), and such easement may not be assigned, diminished, or eliminated without the consent of the Public Works Director of the City of Athens, Alabama.

(ii) A non-foreign certification ("Non-Foreign Certification") duly executed by Sellers. If Sellers shall fail or be unable to deliver the same, then Buyer shall have the right to withhold such portion of the Purchase Price as may be necessary, in the opinion of Buyer or its counsel, to comply with Section 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended.

(iii) A Sellers' affidavit and such other documents, instruments and indemnities as Title Company may reasonably require executed by Sellers in order to omit from the Title Policy all exceptions for parties in possession and mechanic's and materialmen's liens.

(iv) A closing statement conforming to the proration and other relevant provisions of this Agreement.

(B) Buyer's Closing Deliveries. Buyer shall deliver or cause to be delivered at the Closing the following:

(i) The Purchase Price.

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(ii) A closing statement conforming to the proration and other relevant provisions of this Agreement.

(iii) Such other documents and instruments as may reasonably be required by Sellers or Title Company and that may be reasonably necessary or appropriate to consummate this transaction and to otherwise effect the agreements of the parties hereto.

6. **Closing, Adjustments and Payments.** At the Closing, closing adjustments and payments shall be paid and prorations made as follows:

(A) Closing Costs.

(i) Sellers' Closing Costs. Seller shall pay its own attorney's fees, including but not limited to the cost for the preparation of the statutory warranty deed.

(ii) Buyer's Closing Costs. Buyer shall pay all closing fees, transfer, recording and documentary stamp taxes, and recording charges imposed on the transfer of title to the Property, and such other customary and reasonable expenses (whether incurred prior to or after the Closing Date) as are normally and reasonably incurred in connection with the type of transactions described herein. Buyer shall also pay the costs related to any financing obtained by Buyer with respect to the transactions contemplated by this Agreement, costs incurred in connection with Buyer's due diligence inspection of the Property (such as the Title Commitment, the Title Policy, the survey, any environmental site assessments, etc.), and such other customary and reasonable expenses (whether incurred prior to or after the Closing Date) as are normally and reasonably incurred in connection with the type of transactions described herein. Buyer shall also pay its own attorney's fees.

(B) Prorations.

(i) Taxes and Assessments. Any and all real estate taxes and special assessments (as defined in this Section) which have become a lien upon the Property as of the Closing Date shall be paid in full by Sellers, except that: any and all current property taxes and special assessments shall be prorated and adjusted between Sellers and Buyer as of the Closing Date in accordance with the custom of the county in which the Property is located. Buyer shall be responsible for the payment of all property taxes falling due after the Closing Date without regard to lien date. As used in this Section, "special assessments" shall include, by way of example and not limitation, all special assessments, water and/or sewer contracts, paving and/or sidewalk charges, capital charges, lateral charges, and other similar charges.

(C) Use of Proceeds to Clear Title and Pay Closing Costs. Seller shall be obligated to pay/discharge all liens and encumbrances on the Property. Any unpaid

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taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to Closing Date, and any other liens and encumbrances which Sellers are obligated to pay and discharge together with the cost of recording and filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable on the Closing Date.

7. **Defaults and Remedies.**

(A) **Buyer's Default.** In the event of a default by Buyer hereunder, which default remains uncured for a period of ten (10) days after written notice thereof is received by Buyer, Sellers' sole and exclusive remedy shall be to terminate this Agreement and retain the Earnest Money as liquidated damages. Seller and Buyer acknowledge and agree that the Earnest Money is a reasonable estimate of any damages that it may have suffered as a result of Buyer's default.

(B) **Sellers' Default.** In the event of a default by Seller hereunder, which default remains uncured for a period of ten (10) days after written notice thereof is received by Seller, in addition to any rights or remedies Buyer may have at law or equity, Buyer may: (a) waive the default and proceed to Closing in accordance with the terms of this Agreement; (b) enforce specific performance of this Agreement, including the right to seek temporary, preliminary and permanent injunctive relief to prevent defaults or threatened defaults; or (c) terminate this Agreement and receive a refund of the Earnest Money.

8. **Sellers' Representations and Warranties.** Sellers warrant, represent, covenant and agree that the following are true as of the Effective Date and will be true on the Closing Date:

(A) **Due Authorization.** Sellers have full power and authority to execute, deliver and carry out the terms and provisions of this Agreement. Sellers have complied with all statutory requirements pertaining to the disposition of the Property. The execution and delivery of this Agreement and the performance by Sellers of its obligations hereunder in accordance with all of the terms and conditions hereof require no further action or approval in order to constitute this Agreement as a fully binding and enforceable obligation of Sellers.

(B) **Governmental Regulations.** Sellers have received no written notice of any violation or alleged violation of any legal requirement, including, without limitation, any notice of violation or alleged violation of any local, state or federal environmental, zoning, ordinance, code, regulation, rule or order with respect to the Property.

(C) **Pending or Threatened Actions.** Sellers have received no written notice of any pending or threatened (i) litigation, (ii) condemnation eminent domain or similar proceeding, (iii) special assessments; or (iv) zoning action affecting the Property.

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(D) Other Agreements. Other than Buyer pursuant to this Agreement, no person, firm or entity has any present, conditional or contingent rights to acquire or lease all or any portion of the Property.

9. **Buyer's Representations and Warranties** Buyer warrants, represents, covenants and agrees that the following are true as of the Effective Date and will be true on the Closing Date:

(A) Due Authorization. Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

10. **Actions After the Effective Date**. Between the Effective Date and the Closing Date Sellers covenant and agrees as follows:

(A) Title. Sellers shall not make any changes in the condition of title to the Property except as required hereunder.

(B) Maintenance and Operation of Property. Sellers shall maintain the Property in its current condition, shall maintain any existing insurance coverage in full force and effect.

(C) Other Agreements. Sellers shall not make any other agreement, permit or approval concerning the Property without Buyer's written consent, not to be unreasonably withheld or delayed.

11. **Damage to Property**. If the Property or any part thereof (i) is damaged by casualty or (ii) is taken by exercise of the power of eminent domain prior to the Closing Date, Sellers shall promptly notify Buyer, but in no event more than thirty-six (36) hours after the occurrence of such event. Within ten (10) days after such notice, Buyer shall give notice that it elects to (a) terminate this Agreement, or (b) proceed to Closing, in which event Sellers shall assign to Buyer any insurance proceeds attributable to the Property arising from the casualty, together with a credit against the Purchase Price equal to the deductible amount under the applicable insurance policy, or pay over or assign to Buyer all awards recovered or recoverable on account of such taking as the case may be. If Sellers' notice is given within ten (10) days prior to the Closing Date, the Closing Date shall be extended to a date three (3) days after the expiration of Buyer's ten-day period. If Buyer fails to make an election within such ten (10) day period, Buyer shall be deemed to have elected to terminate this Agreement.

12. **Assignment**. Buyer shall not have the right to assign this Agreement, unless the Sellers agree and consent to the assignment in writing (which agreement may not be unreasonably withheld).

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13. **Entire Agreement.** This Agreement contains all of the covenants, conditions and agreements between the parties and shall supersede all prior correspondence, agreements and understandings, both verbal and written. The parties intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any proceeding involving this Agreement.

14. **Attorneys' Fees.** In the event of any litigation regarding the rights and obligations under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

15. **Notices.** All notices required to be given or given hereunder shall be in writing or by telecommunication device capable of creating written record, including without limitation, facsimile or electronic mail, and shall be deemed to have been received when delivered by hand, courier, or on the date of transmission if delivered via facsimile or electronic, or if mailed, then five (5) days after deposit of the same in the United States Mail, and addressed to the receiving Party at the following addresses:

If to Sellers: CITY OF ATHENS, ALABAMA
ATTN: Mayor, City of Athens and City Clerk
P.O. Box 1089
Athens, AL 35612
Facsimile: 256.233.8721
Electronic Mail: rmarks@athensal.us & abarnes@athensal.us

LIMESTONE COUNTY, ALABAMA
ATTN: Chairman of County Commission & County Administrator
101 Elm Street West
Athens, AL 35611
Facsimile: 256-233-6403
Electronic Mail: mark.yarbrough@limestonecounty-al.gov
pam.ball@limestonecounty-al.gov

If to Buyer: CONTAINER SOLUTIONS, INC.

16. **Time.** Time is of the essence of every provision herein contained.

17. **Applicable Law.** This Agreement shall be governed by the laws of the State of Alabama.

18. **No Oral Modification or Waiver.** This Agreement may not be changed or amended orally, but only by an agreement in writing, signed by both parties hereto. No waiver shall be effective hereunder unless given in writing, and waiver shall not be

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inferred from any conduct of either party.

19. **Broker.** Sellers and Buyer each warrant to the other party that it has not dealt with any broker, finder or salesman in connection with this transaction.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. To facilitate execution of this Agreement, the parties may execute and exchange by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

21. **Legal Holidays.** If any date herein set forth for the performance of any obligations by Sellers or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal state or federal holiday applicable to the locale of the Property, the performance date shall be extended to the next business day following the legal holiday or weekend.

IN WITNESS WHEREOF, the parties hereto have executed one or more copies of this Agreement under seal the day and year first above written.

SELLERS:

CITY OF ATHENS, ALABAMA

By: _____
Its: _____
Date: _____

LIMESTONE COUNTY, ALABAMA

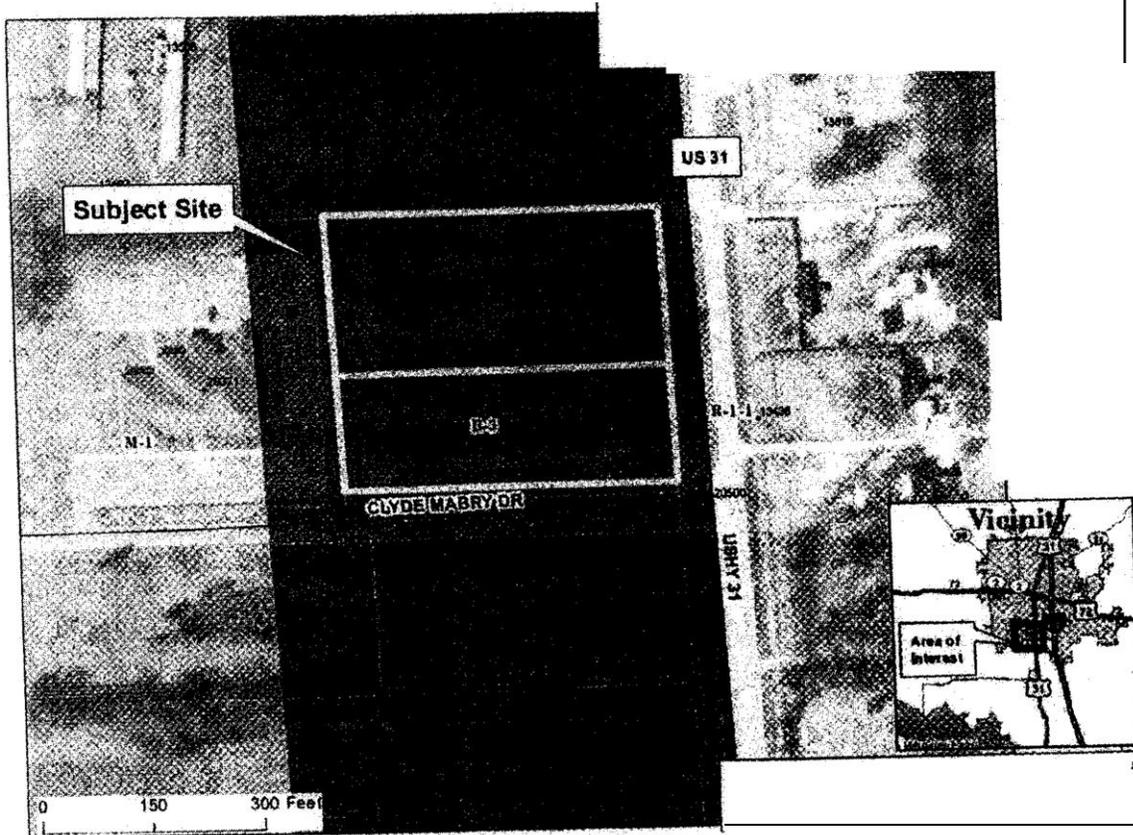
By: _____
Its: Chairman
Date: January 20, 2015

BUYER:

CONTAINER SOLUTIONS, INC.
An Alabama corporation

By: _____
Its: _____
Date: _____

EXHIBIT A



Chairman Yarbrough gave a brief dissertation of the proposed sale. The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Steve Turner, aye; Stanley Hill, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute the following services contract with Myra Peck for the Limestone County Community Corrections Program.

STATE OF ALABAMA)

LIMESTONE COUNTY)

**SERVICES CONTRACT FOR THE LIMESTONE COUNTY
COMMUNITY CORRECTIONS PROGRAM**

This Services Contract for the Limestone County Corrections Program (hereinafter "Contract"), made and entered into this 20th day of January, 2015, by and between The Limestone County Commission, as the governing body of Limestone

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County, Alabama (hereinafter "County"), and Myra Peck (hereinafter referred to as (Administrative Assistant).

WITNESSETH:

In consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, and effective as of the date first above written, the parties hereto covenant and agree, each with the other, as follows:

1. PURPOSE

The purpose of this Contract is for Myra Peck to act as Administrative Assistant of Limestone County Community Corrections Program.

It is further understood that any obligations, services, or other terms of this Contract shall refer to the services to be provided by Myra Peck to the County for the Limestone County Community Corrections Program.

2. OBLIGATIONS AND SERVICES TO BE PROVIDED BY MYRA PECK

Myra Peck obligates herself to provide the following services to the County:

- (a) To work with and report to the Director of Limestone County Community Corrections Program;
- (b) To provide Administrative Assistance to the Director of the Limestone County Community Corrections Program;
- (c) To follow and do all tasks assigned by the Director in the regular course of business of the Limestone County Community Corrections Program.

3. OBLIGATIONS OF COUNTY

The County shall have the following obligations to Myra Peck:

- (a) To provide Myra Peck with reasonable and adequate use of its facilities, telephone lines, utilities and any other such space or equipment which may from time to time be reasonable and necessary to further the purposes of this Contract;
- (b) To provide Myra Peck with adequate equipment and supplies to carry out her tasks.

4. TERM

This contractual agreement will be in effect beginning January 1, 2015 for an unspecified period.

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5. COMPENSATION

The County shall pay to Myra Peck Twenty Three Thousand No/100 Dollars (\$24,000.00) annually for time worked or such compensation not to exceed the annual limitation on earnings as allowed an ERS service retired employee, with such compensation to be paid in bi-weekly installments. The Administrative Assistant shall also be reimbursed for all reasonable and necessary expenses incurred by the Administrative Assistant in regard to serving as Administrative Assistant with the understanding that same will be pre-approved by the Limestone County Commission and Director.

6. TERMINATION

This Contract may be terminated upon any of the following:

- (a) In the event of a material breach by either party, the non-breaching party may terminate this Contract upon giving thirty (30) days written notice of the breach to the other party together with that party's intent to terminate the Contract;
- (b) By mutual agreement of the parties upon such terms and conditions as may be set forth in writing;
- (c) This contract is subject to the annual appropriation of funds by the County for the Limestone County Corrections Program. In the event that funds are not appropriated for this Contract or the Limestone County Community Corrections Program, then the County shall be entitled to immediately terminate this Contract without penalty or liability;
- (d) This contract shall be subject to termination if same is determined, in whole or in part, to violate or no longer be permissible under any law, rule or regulation of the State of Alabama and the Agency thereof, or to be, in whole or in part, beyond or outside the authority of any party of make this Contract;
- (e) This contract may be terminated upon either party giving sixty (60) days written notice to the other party of that party's intent to terminate the Contract; and
- (f) This Contract may be terminated at any time that the Limestone County Commission determines that it does not want to continue the operation of the Limestone County Community Corrections Program.

7. GOVERNING LAW

This Contract shall be interpreted according to the laws of the State of Alabama. The parties hereto expressly agree that any dispute or controversy of whatever nature arising out of and pertaining to the terms of this Contract or the performance thereof shall be determined pursuant to the laws of the State of Alabama.

8. RELATIONSHIP TO THE PARTIES

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It is expressly acknowledged by the parties hereto that no relationship of employer and employee is created by this Contract between d the County and Administrative Assistant. It is further understood that the Administrative Assistant is at all times acting and performing this Contract as an Independent Contractor.

9. INDEMNIFICATION

The County hereby agrees to indemnify Myra Peck for any final judgment rendered by a Court of law in a legal action against here so long as the claims upon which the judgment is entered are based upon and related to the performance of Myra Peck's duties as Administrative Assistant of the Limestone County Community Corrections Program, or are otherwise related to actions taken in her official capacity as Administrative Assistant of the Limestone County Community Corrections Program. To the extent any such legal action or judgment, or any cost or expense awarded pursuant thereto, shall result from or rise out of the negligent or wanton acts, omissions, breach, or intentional or deliberate misconduct of Administrative Assistant, the County shall have no obligation to indemnify Administrative Assistant for any judgment entered against her.

10. ENTIRE AGREEMENT

This Contract constitutes the entire Contract of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter herein. The parties agree that any modification or waiver of any of the provisions of this Contract shall be made in writing and executed with the same formality as this Contract.

11. WAIVER

Neither the failure of either party to insist upon strict performance of any provisions herein or the waiver of either party of a breach of any provisions herein shall be construed as a waiver of any remaining provisions or the subsequent breach thereof.

12. NOTICE

Any notice, correspondence, billing or communication otherwise described herein that is to be made in writing upon one party by another under this Contract shall be deemed to have been duly given if delivered personally in hand or sent by U. S. Mail, postage prepaid, and addressed to the appropriate party at the last known address of said party or at any other address that may be designated in writing by the party.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Contract on the date first above written:

LIMESTONE COUNTY COMMISSION

BY: _____
Mark Yarbrough
Its: Chairman

MYRA PECK

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

MOTION was made by Steve Turner and seconded by Stanley Hill to approve a lease for one 2012 Sunseek RV (VIN 1FDXE4FS4BDA83178) for the Sheriff's Department, annual rent of \$1.00.

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

MOTION was made by Ben Harrison and seconded by Jason Black to approve Family Medical Leave for Sharon Wilson beginning January 23, 2015 and ending February 2, 2015.

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

MOTION was made by Jason Black and seconded by Stanley Hill to employ Caleb King as Deputy, pending drug and alcohol screening.

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

MOTION was made by Steve Turner and seconded by Jason Black to employ Michael Bloodworth as Deputy, pending drug and alcohol screening.

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

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

Name	Position	Effective Date
Patricia Andrews	C.O.A. Office Assistant	1/03/15
Kayla Holt	Monitoring Specialist/Lab Tech.	1/10/15
Shelia Long	Nutrition Coordinator	1/30/15
Johnny Smith	Nutrition Site Manager	1/11/15
Laura Then	Tax Collection Clerk	1/09/15

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

MOTION was made by Ben Harrison and seconded by Steve Turner to approve the following subdivision. This approval will be with the understanding that the County Engineer will not sign the Final Plat until all paving and improvements in the subdivision are completed. The developer expects all work to be completed within 15 days if the weather permits. The developers have posted a bond to assure completion of the improvements.

Name	S/D Type	Approval Type	Lots	District	Location
Arbors Addition # 4	Major	Final	36	2	Off Newby Road

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

MOTION was made by Steve Turner and seconded by Jason Black to amend the minutes of January 5, 2015 to correct the completion date of the East Limestone Senior Center from February 21, 2015 to March 14, 2015.

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

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MOTION was made by Steve Turner and seconded by Jason Black to suspend the Rules of Order to add Change Orders to the agenda.

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

MOTION was made by Ben Harrison and seconded by Steve Turner to approve the following Change Orders for Additions and Alterations to the Limestone County Detention Facility Project; (\$674.65).

- Change Order PSI-05 - Deduct \$4,644.00 for omitting the CMU Chase walls that were added by Alternate 1.
- Change Order SSC-03 – Add \$2,302.00 to install (2) P-8 sink and carrier to the future side that includes water lines in wall only.
- Change Order SSC-05 – Add \$318.00 to provide and install (2) P-2 style lavatories and carriers instead of the P-8, stainless steel sink.
- Change Order SSC-06 – Add \$1,349.35 to provide and install (4) thermostatic mixing valves and miscellaneous pipe fittings.

Construction Manager Jim Maynard gave a detailed brief of the change orders. The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Steve Turner, aye; Stanley Hill, aye; and Jason Black, aye. Motion carries unanimously.

Commissioner Stanley Hill thanked the Legislative Delegation for their donation of \$3,548.00 to purchase a flashing light at Gatlin Road and Cedar Hill Road.

Commissioner Steve Turner said the signage at McCulley Mill Road and Pepper Road has been placed.

Commissioner Jason Black said Representative Dan Williams contacted him regarding the amount of funds needed in order to place a flashing light at Tanner High School.

Commissioner Ben Harrison stated his district is taking advantage of the weather and getting some much needed road shoulder work done.

Adjourned at 10:20 a.m. until 10:00 a.m. on Monday, January 26, 2015 for a special meeting, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, AL.