

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 21, 2014

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: Gary Daly, Steve Turner, James W. "Bill" Latimer, and Ben Harrison.
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by James W. "Bill" Latimer and seconded by Steve Turner to approve the minutes of April 7 & 16, 2014.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by James W. "Bill" Latimer to approve the following claims

4/01/14	Check # 27893	\$ 8,918.18
4/04/13	Check # 27894 – 28000	\$ 986,016.44
4/11/14	Check # 28001 – 28075	<u>\$ 440,738.78</u>
	TOTAL	\$1,435,673.40

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 Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Ben Harrison to authorize the Chairman to execute the following resolution.

A RESOLUTION APPROVING AN AGREEMENT TO CURE A TITLE ISSUE INVOLVING THE SALE AND DEVELOPMENT OF CERTAIN REAL PROPERTY OWNED JOINTLY WITH THE CITY OF ATHENS, ALABAMA

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

WHEREAS, the Limestone County Commission (the "County") jointly owns approximately 130 contiguous acres of real estate with the City of Athens, Alabama, (the "City"), located in the area of Airport Road and Wilkinson Street in the City of Athens, in Limestone County, Alabama, which location is within what is established as the Elm Industrial Park; and,

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WHEREAS, on March 3, 2014, the Limestone County Commission resolved to enter into a Purchase and Sale Agreement with the City and Asahi Kasei Plastics North America, Inc. ("Asahi"), for the sale of approximately 50 acres of the property for the price of \$800,000.00, but only 30 of which is jointly owned by Limestone County and the City of Athens; and,

WHEREAS, said contract set forth therein a contingency upon closing a subsequent Infrastructure Agreement between the parties whereby the County and City would have certain obligations for infrastructure improvements in the Elm Industrial Park, which improvements would include, with limitation, a necessary railroad extension eastward along the south side of Airport Road and across Wilkinson Street to the boundary of the Company's real property; and,

WHEREAS, it has come to the attention of the County that a cloud exists upon title to certain real property over which the said railroad improvement will be located, said property being more particularly described in "Exhibit A" attached hereto; and,

WHEREAS, said property was purchased at a sale for delinquent ad valorem taxes by Ms. Laurie Cannon; and,

WHEREAS, the cost to the County for resolving all issues related to the cloud upon the title of the said property and to also obtain a release and a conveyance of any interest therein by the said Laurie Cannon in favor of the County, the City, and/or their assigns, and for the said railroad improvements to continue without delay would be \$3,705.47; and,

WHEREAS, the County Commission has determined that it is in the best interest of the said railroad improvement to resolve the issues related to the cloud upon title without further expense or delay; and,

WHEREAS, a motion was made by Commissioner James W. "Bill Latimer, and seconded by Commissioner Ben Harrison, to resolve all issues related to the cloud upon the title of the said real property and to obtain a release and a conveyance of any interest therein by the said Laurie Cannon in favor of the County, the City, and/or their assigns, for the said railroad improvements to continue without delay for the sum of \$3,705.47; and,

WHEREAS, upon said motion and a second having been made in an open meeting of the Limestone County Commission on the 21st day of April, 2014, with discussion had thereon and a vote having been taken, upon which vote said motion carried by a vote of 4 to 0;

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NOW THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION, that the Chairman of the Limestone County Commission and its Administrator shall be authorized to resolve all issues related to the cloud upon the title of the said real property and to obtain a release and a conveyance of any interest therein by the said Laurie Cannon in favor of the County, the City, or their assigns, for the said railroad improvements to continue without delay by payment of the sum of \$3,705.47 to Laurie Cannon and by execution of any and all documents and instruments that may be necessary to complete performance of the actions herein resolved.

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

ADOPTED AND APPROVED this 21st day of April, 2014.

Limestone County Commission Chairman

ATTEST:

County Clerk/Administrator

EXHIBIT A

Begin at the northeast corner of Section 32, Township 2 South, Range 4 West, Athens, Limestone County, Alabama, and run thence N 87°21'44" W along the north boundary of said Section 32 a distance of 810.50 feet to an iron pin and the true point of beginning of the tract herein described; thence from the true point of beginning S 00°43'51" W a distance of 1303.12 feet to a point; thence N 87°10'37" W a distance of 269.87 feet to an iron pin; thence N 00°31'52" E a distance of 1302.40 feet to a point on the north boundary of said Section 32; thence S 87°21'44" E along the north boundary of said Section 32 a distance of 274.48 feet to the true point of beginning, lying and being within the NE¼ of Section 32, Township 2 South, Range 4 West, Athens, Limestone County, Alabama, and containing 8.133 acres, more or less.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

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MOTION was made by James W. "Bill" Latimer and seconded by Steve Turner to approve a Memorandum of Understanding with the State Health Insurance Program (SHIP), in the amount of \$5,000.00 to be used for staff time and other support in order to facilitate SHIP program.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to approve the attached Goodwyn, Mills & Cawood scope of work and fee proposal for the East Limestone Senior Center renovation project.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Steve Turner to Suspend the Rules of Order to add an Agreement with the Athens Electric Department.

The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by James W. "Bill" Latimer to approve the following agreement with the Athens Electric Department for attachments of cables, wires, and appliances to poles.

**AGREEMENT FOR ATTACHMENTS OF CABLES, WIRES,
AND APPLIANCES UPON POLES OF THE ELECTRIC
DEPARTMENT OF THE CITY OF ATHENS, ALABAMA**

THIS AGREEMENT, made this 21st day of April, 2014, by and between the Electric Department of the City of Athens, Alabama, hereinafter called Licensor, party of the first part, and LIMESTONE COUNTY COMMISSION hereinafter called Licensee, party of the second part.

WITNESSETH:

WHEREAS, Licensee proposes to erect and maintain aerial cables, wires and associated appliances at VARIOUS LOCATIONS AS SPECIFIED ON THE PERMITS in Athens, Alabama, and desires to attach certain of such cables, wires and appliances to poles of Licensor in order to connect its facilities;

WHEREAS, Licensee does not propose to furnish television, communication, or other media service within the city of Athens, Alabama or unincorporated Limestone County;

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WHEREAS, Licensor is willing to permit, to the extent that it may do so lawfully, the attachment of said cables, wires, and appliances to its poles if, in its judgment, such use will not interfere with its own service requirements, including considerations of economy and safety, and if Licensor is protected and indemnified against costs to it arising from such use;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. Before making attachment to any pole or poles of Licensor, Licensee shall make application there for on a form issued and required by Licensor, and if the proposed attachment is satisfactory to Licensor, in Licensor's sole discretion, a permit there for will be granted and

Licensee shall make attachment as approved by Licensor.

2. Licensee shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner satisfactory to Licensor and so as not to interfere with the use of said poles by the Licensor, or by other utility companies and entities using said poles, or interfere with the use and maintenance of facilities thereon or which may from time to time be placed thereon, Licensee shall, at any time, at its own expense, upon notice from Licensor remove, relocate, replace or renew the facilities placed on said poles, or transfer them to substituted poles, or perform any other work in connection with the said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to remove, relocate, replace, or renew the facilities placed on said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall on demand, reimburse Licensor for the expense thereby incurred.

3. Licensee's cables, wires, and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, and any amendments or revisions of said code or practices, and in compliance with any laws, ordinances, rules or orders now in effect or that hereafter may be issued by the City of or any other authority having jurisdiction.

4. Licensee shall be responsible for trimming and cutting' at its own expense, all trees, shrubbery, and other vegetation necessary for the proper operation of its cables, wires, and appliances. This shall be done after obtaining proper permission from property owners and others in a manner that does not endanger any attachments on the poles.

5. Licensor reserves the right to inspect each new installation of Licensee on its poles and in the vicinity of its Licensor's appliances and to make periodic inspections, as plant conditions may warrant, of the entire plant of Licensee. Where (i) Licensee has been notified in writing of such inspection at least thirty (30) days prior to said inspection, and (ii) Licensee has not been refused the right to observe Licensor's

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inspection, Licensee shall, on demand, reimburse Licensor for the expense of the inspections. Licensee shall also pay, at the same rate, for preliminary surveys made prior to actual construction of Licensee's facilities. Such inspection shall not operate to relieve Licensee of any responsibility, obligation, or liability assumed under this agreement or imposed by law. Nothing in this section shall be construed to obligate Licensee to pay for inspections by Licensor of Licensor's own equipment made in the ordinary course of its business.

6. Licensee agrees to take all necessary precautions, in Licensor's sole discretion, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from Licensee's attachments to Licensor's poles. However, Licensor shall not be considered in any way responsible for the adequacy or inadequacy of the precautions of Licensee.

7. Where Licensee has received a permit to locate its cables, wires, and appliances on an existing pole, upon notice from Licensor to Licensee that the use of any such pole is forbidden by municipal authorities or property owners, the permit covering the use of such pole shall immediately terminate and the cables, wires, and appliances of Licensee shall be removed at once from the affected pole at the expense of Licensee. Where the Licensor is replacing such pole with a new pole, Licensor shall permit Licensee to place the removed cables, wires, and appliances on the new pole, so long as all of the other provisions and requirements of this agreement are satisfied.

8. In the event that any pole or poles of the Licensor to which Licensee desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Licensor will notify the Licensee of any changes necessary to provide adequate poles and the estimated cost thereof. If the Licensee still desires to make the attachments, it shall authorize the Licensor to make the necessary changes and shall reimburse the Licensor, on demand for all costs incurred by Licensor in making such changes (including but not limited to the total installed cost of the larger poles, the expense of replacing or transferring Licensor's facilities from the old to the new poles, and the cost of renewing the old poles). Where the Licensee's desired attachments can be accommodated on present poles of the Licensor by rearranging Licensor's facilities thereon, the Licensee shall compensate the Licensor for the full expense incurred in completing such rearrangements. The Licensee will also, on demand, reimburse the owner or owners, of other facilities attached to said poles for any expense incurred by it, or them, in transferring or rearranging said facilities. Any straightening of poles (guying) required to accommodate the attachments of the Licensee shall be provided by and at the expense of the Licensee and to the satisfaction of the Licensor.

9. Licensor reserves to itself, its successors and assigns the right to maintain its poles, to operate its facilities thereon, and to enlarge its facilities in such a manner as will best enable it in its sole discretion, to fulfill its own service requirements and meet its customers' needs. Licensor shall not be liable to Licensee for any interruption to service of Licensee or for any interference, however caused, with the operation of the cables,

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wires, and appliances of Licensee, arising in any manner out of the use of Licensor's poles hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alteration of, or additions to, the lines and other facilities of Licensor or those jointly using Licensor's poles may have upon the attachments or the transmission of Licensee, even if the cause of such effects may be attributed to negligence (including, but not being limited to, Licensor's contributory negligence, concurring negligence, active negligence and passive negligence) on the part of Licensor or its agents.

10. Licensee shall pay to Licensor, for attachments made to poles under this agreement, a rental at the rate of \$17.00 per pole per year. Annual rental payments shall be based on the number of poles on which attachments are being maintained on the last day of December of the preceding year. Said rental shall be payable annually, on the first day of January of each year during which this agreement remains in effect. The first payment of rental hereunder shall include such prorated amount as may be due for use of poles from the date of the original installation to the end of the calendar year.

11. At the expiration of three (3) years from the date of this agreement, and at the end of every three (3) year period thereafter, this rental per pole per annum thereafter payable hereunder shall be subject to revision by the Licensor upon written notice to Licensee at least 3 months prior to January 1st of the ensuing year. The revised rate will apply to all existing attachments and to all future attachments covered under this agreement until further revised. In case of readjustment of rentals as herein provided, the new rentals shall be payable until again readjusted.

12. Licensee shall exercise precautions to avoid damage to facilities of Licensor and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage. Licensee shall make immediate report to Licensor of the occurrence of any damage and hereby agrees to reimburse Licensor for the expense incurred in making repairs.

13. Licensee shall indemnify, defend, protect and save harmless Licensor from and against any and all claims and demands for damages to property and injury or death to persons (whether or not caused by Licensor's negligence, including without being limited to, Licensor's contributory negligence, concurring negligence, active negligence and passive negligence), including payment made under any Workman's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use, removal, or abandonment of said attachments or by the proximity of the respective cables, wires, apparatus, and appliances of the Licensee to any of the facilities belonging to the Licensor or to parties jointly using the Licensor's poles. Licensee shall carry insurance, to protect the parties hereto from and against any and all claims, demands, actions, judgment, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly, from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to damage to property, to injury or death of persons as to any one accident shall be in the amount of \$1,000,000.00. Licensee shall also carry such insurance as will protect it from all claims

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under any Workmen's Compensation Laws in effect that may be applicable to it. All insurance required shall be kept in force by Licensee for the entire life of this agreement and the company or companies issuing such insurance shall be approved by Licensee shall submit to Licensor certifications by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this agreement and that it will not cancel, change nor fail to renew any policy of insurance issued to Licensee except after thirty (30) day notice to Licensor.

14. Licensee may at any time remove its attachments from any pole or poles of Licensor, but shall immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removal.

15. Licensee, in order to carry out the provisions of this agreement requiring the installation, removal, rearrangement, transfer, and the like of Licensee's equipment shall have on call at all times qualified personnel to comply with the requirements of this agreement.

16. If the Licensee shall fail to comply with any of the provisions of this agreement, including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred.

17. Bills for expenses and other charges under this agreement shall be payable within thirty days (30) after presentation, nonpayment of bills shall constitute a default of this agreement.

18. Failure to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

19. This agreement shall become effective upon its execution and shall continue in effect for a term of three (3) year. This agreement shall terminate at the end of such term or upon such earlier termination of the agreement in accordance with any of its terms. The agreement may be renewed for additional three-year terms on such terms and conditions as may be mutually acceptable to Licensor and Licensee. Upon termination of this agreement at the conclusion of its three (3) year term or in accordance with any of its other terms, Licensee shall cease its use of the cables, wires, and appliances hereunder and shall immediately remove its cables, wires, and appliances from all poles of Licensor. If not so removed within ninety(90) days, they shall be deemed to be worthless, and may be removed by Licensor, at the expense of the Licensee, and Licensor shall be free from any liability for removing or disposing of them.

20. Either party may terminate this agreement by giving the other party at least ninety (90) days written notice in advance of termination.

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21. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and Licensor shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

22. No use, however extended, of Licensor's poles, under this agreement, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any of said poles for a period of longer than demanded by its own service requirements.

23. Licensee shall submit to Licensor evidence, satisfactory to Licensor, of its authority to erect and maintain its facilities within public streets, highways, and other thoroughfares and shall secure any necessary consent from state or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of Licensor that Licensee desires to use, Licensee shall not assign, transfer, sublease, or sell the privileges granted by this agreement without the prior, express, and written consent of Licensor.

24. No provision of this agreement shall be interpreted to grant Licensee permission to make attachments to Licensor's poles for any attachments to Licensor's poles for any purpose other than the proposed purpose of this agreement.

25. This agreement shall extend to and bind the successors and assigns of the parties to this agreement, subject, however, to the limitation of assignment set out herein.

26. This agreement shall be governed by, construed, and enforced in accordance with the Laws of Alabama.

27. This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

28. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

29. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

30. The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this agreement.

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31. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement as follows, as of the dates indicated below:

Dated: _____ City of Athens Utilities (Electric Department)
 BY: _____
 Name: _____
 Its: _____

Dated: _____ Limestone County Commission
 BY: _____
 Name: Stanley Menefee
 Its: Chairman

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Steve Turner to hire two temporary workers for District 3.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to approve the following subdivision.

Name	S/D Type	Approval Type	Lots	District	Location
Legacy Grove Addition 7	Major	Final	30	2	North of Newby Road

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

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MOTION was made by Gary Daly and seconded by Ben Harrison to remove the following items from inventory:

Department	Item	Serial #
Revenue Commission	Dell GX620	FGKRBB1
Revenue Commission	Dell Optiplex 745	9MV10F1

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Menefee stated the Farmer's Market will start opening each Tuesday and Friday beginning May 6th.

Chairman Menefee announced that Earth Day is tomorrow and this week is PALS Don't Drop It On Alabama Spring Clean-Up.

Commissioner Latimer said they started hauling demolition debris from the L & S property site and should have it all finished by the end of the week.

Recessed at 10:08 a.m. until 10:00 a.m. on Wednesday, April 30, 2014, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.