

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 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, and Ben Harrison. Absent: James W. "Bill" Latimer. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Steve Turner and seconded by Gary Daly to approve the minutes of July 21 & 30, 2014.

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

**MOTION** was made by Ben Harrison and seconded by Steve Turner to approve the following claims

7/17/14	Check # 29250 – 29251	\$ 85,112.49
7/18/14	Check # 29252 – 29315	\$1,089,556.87
7/18/14	Check # 29316 – 29469	\$ 16,877.90
7/25/14	Check # 29470 – 29523	\$ 964,764.41
7/31/14	Check # 29524 – 29621	<u>\$1,130,907.15</u>
	TOTAL	\$3,287,218.82

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; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Gary Daly to suspend the Rules of Order to add the following resolution and two agreements to the agenda:

- Limestone County Emergency Communication District
- Alabama Department of Environmental Management
- Athens-Limestone County Emergency Management Communication District

The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Ben Harrison to authorize the Chairman to execute the following resolution to approve the Limestone County Emergency Communications District to incorporate as a nonprofit, public corporation under the name of Athens Limestone County Communications District with the State of Alabama.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

**RESOLUTION  
(Limestone County Emergency Communication District)**

STATE OF ALABAMA  
LIMESTONE COUNTY

WHEREAS, Alabama Code § 11-98-2, as last amended, (the "Code"), authorizes the creation of a County-wide Emergency Service Communication District;

WHEREAS, on April 16, 1990, Limestone County authorized the formation of such an Emergency Communication District in the name of the "Limestone County Emergency Management Communication District" (the "District") and a referendum on the funding of the District;

WHEREAS, such referendum passed on June 5, 1990; and

WHEREAS, to better serve the citizens of Limestone County, the Board of Commissioners of the District now wish to incorporate as a nonprofit, public corporation with the State of Alabama, as provided under Alabama Code § 11-98-4(g) under the name of "Athens Limestone County Emergency Communications District"; and

WHEREAS, at the request of the District and its Board of Commissioners, a motion was made by Commissioner Steve Turner, and seconded by Commissioner Ben Harrison, to authorize the Board of Commissioners to under the name of "Athens Limestone County Emergency Communications District", or such name as similar thereto as may be necessary to conform to Alabama's Nonprofit Corporation Law; and,

WHEREAS, upon said motion and a second having been made in an open meeting of the Limestone County Commission on the 4<sup>th</sup> day of August, 2014, with discussion had thereon and a vote having been taken, upon which vote said motion carried by a vote of 3 to 0.

NOW, THEREFORE, BE IT RESOLVED by the Limestone County Commission as follows:

1. The Board of Commissioners of the District is hereby authorized to incorporate under the name of "Athens Limestone County Emergency Communications District" or such name as similar thereto as may be necessary to conform to Alabama's Nonprofit Corporation Law without objection from the Limestone County Commission; and
2. From hence forth, the District shall be known and referred to as "Athens-Limestone County Emergency Communications District" or such name as similar thereto as may be necessary to conform to Alabama's Nonprofit Corporation Law.

**ADOPTED AND APPROVED** this 4<sup>th</sup> day of August, 2014.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

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

**MOTION** was made by Steve Turner and seconded by Ben Harrison to authorize the Chairman to execute the Syscon Professional Services Agreement Extension for the Probate Judge's Office; per instrument charge of \$2.94 includes Syscon hardware, software and support for 36 months.

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

**MOTION** was made by Gary Daly and seconded by Steve Turner to authorize the Chairman to execute the Court Referral Officer Contract between the Administrative Directors of Courts and Limestone County Commission; County to be reimbursed monthly \$2,633.75 for a maximum total amount of \$31,605.00 for CRO salaries, FICA, fringe benefits, administrative services, utilities, rent, office supplies and/or travel.

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

**MOTION** was made by Ben Harrison and seconded by Gary Daly to authorize the Chairman to execute the following Mental Health Center of North Central Alabama, Inc. agreement to continue providing an on-site Juvenile Court Liaison, \$57,750.00 annually.

**MENTAL HEALTH CENTER OF NORTH CENTRAL ALABAMA, INC.  
and  
LIMESTONE COUNTY, BOARD OF COUNTY COMMISSIONERS  
SERVICE AGREEMENT**

The Mental Health Center of North Central Alabama, through the auspices of its outpatient treatment facility in Limestone County, the Athens-Limestone Counseling Center, herein after referred to as ALCC, and the Limestone County, Board of County Commissioners, herein after referred to as Commission, do enter into an agreement for ALCC to continue providing Commission with a Juvenile Court Liaison (JCL) with the following characteristics:

1. This service agreement will go into effect October 1, 2014 and will continue through September 30, 2015.
2. Beginning October 1, 2014 ALCC will continue to provide Commission with an on-site Juvenile Court Liaison. JCL will provide services for the District Court of Limestone County or as specified by Commission.
3. ALCC JCL will provide on-site services for forty (40) hours per week during the normal Monday through Friday work schedule. Work schedule will be mutually agreed upon between ALCC and Commission.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

4. ALCC JCL services will include, but are not limited to: mental health assessments; mental health evaluations; crisis counseling and interventions; individual, group and family counseling; consultation to District Court staff, adolescent anger management classes and other related services as needed. Prioritization of JCL services will remain a function of Chief District Judge of Limestone County.
5. Commission agrees to provide in-kind contributions of office space and furniture as well as reasonable access to a phone, internet access, copying machine, fax and the like in order for the JCL to carry out their job duties.
6. Commission and the District Court of Limestone County will abide and follow all state and federal requirements for sharing client protected health information (PHI).
7. Rates for stated JCL services will be fifty-seven thousand, seven hundred and fifty dollars (\$57,750) annually or four thousand, five-hundred, twelve dollars and fifty cents (\$4,812.50) per month. This rate will not increase for a minimum of two fiscal years. Method of invoicing will remain consistent with established JCL invoicing practices.

Monthly payments for JCL services are to be sent to:  
Mental Health Center of North Central Alabama, Inc.  
Attention: Ms. Melanie Reid, CFO  
1316 Somerville Road, SE, Ste. 1  
Decatur, Alabama 35601-4317

This service agreement shall be in effect upon completed signatures. Either party may dissolve this agreement by providing thirty (30) days written notice to the other party.

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

**MOTION** was made by Ben Harrison and seconded by Gary Daly to authorize the Chairman to execute the following agreement with the Alabama Department of Environmental Management to provide for the collection, management, disposal and/or offering for beneficial use of discarded scrap tires and associated regulated solid waste, funded by the Scrap Tire Fund. The agreement reimburses expenses up to \$150,000.

STATE OF ALABAMA  
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT BETWEEN  
LIMESTONE COUNTY COMMISSISON  
AND THE ALABAMA DEPARTMENT  
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between Limestone County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for The collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste, funded by the Scrap Tire Fund, for work performed within the State of Alabama.

## MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014

The parties hereto agree as follows:

### 1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

### 2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$150,000.00 for the services performed under this Agreement. Unless otherwise specified in the work plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within ninety (90) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

### 3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed, and shall terminate in one (1) year from the date of execution June 30, 2017. This Agreement is conditioned upon the receipt of sufficient funds to the Scrap Tire Fund and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

### 4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

### 5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at

## MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014

least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

### 6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

### 7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

### 8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

### 9. Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

### 10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

### 11. Acknowledgment

## MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

### 12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

### 13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

### 14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

### 15. Audits and Access to Records

The Contractor agrees to abide by the requirements of OMB Circular A-133. When financial statements are prepared and an audit is performed as a result of OMB Circular A-133 requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Circular A-133 is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

### 16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

### 17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

### 18. Not to Constitute a Debt of the State/Settlement of Claims

## MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

### 19. Requisite Reviews and Approvals

Limestone County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Limestone County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Limestone County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

### 20. Immigration Affirmation

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## **"ATTACHMENT A"** **SCOPE OF SERVICES**

This Scope of Services is applicable to the collection, management, disposal and/or offering for beneficial use of discarded scrap tires and associated regulated solid waste, funded by the Scrap Tire Fund, for work performed within the State of Alabama. The agreement shall reimburse expenses associated with the services described below up to **\$150,000**.

Limestone County Commission shall provide the following services pursuant to the Agreement. Limestone County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies and any other items or activities to provide the following services (Note: Services may also be performed by non-profit groups described below if approved by the County to perform the services.)

- Collect discarded scrap tires and any associated regulated solid waste from right-of-way locations within Limestone County. These sites should not constitute an unauthorized accumulation of scrap tires or an unauthorized dump as defined by ADEM regulations (if more than 100 scrap tires in a single location or an

## MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014

unauthorized dump are identified, the Department should be notified immediately of the location). The discarded scrap tires and associated regulated solid waste to be collected should be located on right-of-way property or at another location where a non-profit organization (i.e. Adopt-a-Mile, Adopt-a-Stream, PALS, Clean Water Partnerships, etc.) is conducting a cleanup.

- Manage the discarded scrap tires and/or regulated solid waste in an appropriate manner until disposal.
- Either properly transport and dispose of the collected discarded scrap tires and associated regulated solid waste in an approved disposal facility or properly transport and offer for beneficial use the collected scrap tire material or associated regulated solid waste to a Department-approved facility.
- Conduct site restoration/closure activities, if necessary, to minimize erosion for areas where soils have been disturbed by heavy machinery.
- Submit to the Department documentation for disposal or offerings for beneficial use for all collected material (i.e. landfill disposal receipts, end-user agreements/manifests).

**This agreement shall remain valid from date of execution of the interagency cooperative agreement until June 30, 2017.**

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

**MOTION** was made by Steve Turner and seconded by Ben Harrison to authorize the Chairman to execute the (attached in the minute book) agreement with Athens-Limestone County Emergency Management Communication District to occupy the premises to construct a 4-bay structure to store the Limestone County Emergency Management Agency's mobile command/communications trailer and other equipment related to emergency response and preparedness, a road connecting the structure to Lessee's existing parking lot or for other uses associated with the project.

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

**MOTION** was made by Gary Daly and seconded by Ben Harrison to appoint Steve Turner to serve as the Commission's representative on the Alabama Mountain Lakes Tourist Association Board for a two year term beginning October 1, 2014.

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

**MOTION** was made by Steve Turner and seconded by Ben Harrison to approve Family Medical Leave for the following employees:

## MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014

- Keith Crouch , beginning July 16, 2014
- Theresa Marlin, beginning July 21, 2014

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

**MOTION** was made by Steve Turner and seconded by Gary Daly 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
Carolyn Barnes	Corrections Officer	8/20/14
Teresa Hartzog	Real Property Appraiser	8/03/14
Jamison Johnson	Corrections Officer	8/16/14
Charlie McMeans	Herbicide Operator III	8/18/14
Ray D. Murray	Deputy	8/27/14
Kathy Newman	Maid	8/28/14
Gerald Pack	Corrections Officer	8/15/14
Jason Pendergrass	Deputy	8/23/14
Jackson Pressnell	Corrections Officer	8/16/14
Vanessa Rich	Operation	8/24/14
Ramona Robinson	Jail Clerk	8/27/14
Christopher Shedd	Equipment Operator III	8/16/14
Tracy Shehorn	Communications Officer	8/16/14
Guy Simmons	Patrol Lieutenant	8/23/14
Brian Townsend	Equipment Operator III	8/21/14

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

**MOTION** was made by Steve Turner and seconded by Gary Daly to approve a 20 mph speed limit on Mill Creek Drive and Garden View Lane in District 2 off Jones Road.

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

**MOTION** was made by Gary Daly and seconded by Steve Turner to approve a request from Jimmy Motes to install approximately 2,000' of private water line along the north side of Mason Woodfin Road in District 1 off Love Branch Road.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

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

**MOTION** was made by Ben Harrison and seconded by Steve Turner to remove the following item from inventory:

<b>Department</b>	<b>Item</b>	<b>Serial #</b>	<b>Inventory #</b>
Sheriff's Department	Fujitsu T900 Laptop	R0Z31234	4875

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

**MOTION** was made by Gary Daly and seconded by Steve Turner to approve North Alabama Pressure Washing to chemically treat and soft wash synthetic stucco siding to remove bacteria and algae from the roofline down, at the Clinton Street Courthouse Annex; \$7,300.00.

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

**MOTION** was made by Steve Turner and seconded by Ben Harrison to approve to provide assistance with the placement of rip-rap and rocks at Clements High School to address serious erosion problems on the campus in 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; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Steve Turner to approve an appropriation request for the Athens Grease Festival in the amount of \$2,500.00.

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

Tom Hill, President of Limestone County Economic Development, introduced Mr. Paul Pencola owner of P & T Welding & Trailer Sales and Pencola Enterprises, and presented tax abatement information for these companies.

**MOTION** was made by Gary Daly and seconded by Steve Turner to approve the following resolutions and agreements for tax abatements for P & T Welding & Trailer Sales, Inc. and Pencola Enterprises, LLC.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

**RESOLUTION**

This resolution made this 4<sup>th</sup> day of August, 2014 (the Effective Date) by the Limestone County Commission (the Granting Authority), to grant a tax abatement for **P & T Welding and Trailer Sales, Inc.** (the Company).

WHEREAS, the Company has announced plans for a (check one):

new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$770,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- all mortgage and recording taxes as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter in to an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Limestone County Commission at a meeting held on the 4 day of August, 2014.

\_\_\_\_\_  
Pam Ball, Administrator  
Limestone County Commission

**Tax Abatement Agreement**

This Abatement Agreement is made this 4<sup>th</sup> day of August, 2014, (the Effective Date) by and between the Limestone County Commission (the Granting Authority), and **P & T Welding and Trailer Sales, Inc.** ( the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 336214, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):  
 new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 4<sup>th</sup> day of February, 2016; and

WHEREAS, the Project will be located in the County of Limestone (check whichever is applicable)

- inside the city limits of Athens,
- inside the police jurisdiction of \_\_\_\_\_,
- outside the city limits and police jurisdiction of the City of Athens; and

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 4<sup>th</sup> day of August, 2014 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and,

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable)

- owned by the entity applying for the abatement
- leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all non-educational property taxes (If applicable) it has been determined that no portion of the Project has been placed in

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

service or operation by the Company or by a related party, as defined in 26 U.S.C. S267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424, 511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or  
(ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Non-educational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, this cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (check all that apply)

(a) If no bonds are to be issued, non-educational property taxes are expected to be approximately \$2,618.00 per year and the maximum period for such abatement shall be valid for a period for 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, non-educational property taxes are expected to be approximately \$\_\_\_\_\_ per year and the maximum period for such abatement shall be valid for a period of \_\_\_ years, beginning the initial date bonds are issued to finance project.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$12,050.00 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$ \_\_\_\_\_

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project \$ 770,000.00

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 40 Year 1 20 Year 2 40 Year 3 60;

(c) Annual payroll initially at the Project and in each of the succeeding three years;

Initially \$ 1,000,000 Year 1 \$ 500,000 Year 2 \$ 1,000,000 Year 3 \$ 1,500,000;

## MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

### GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (Note: This attachment shall include the application for abatement), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply).

all state and local non-educational property taxes,  
 all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any matter affect the rights and duties by and between the Company and the Granting Authority.

### RESOLUTION

This resolution made this 4<sup>th</sup> day of August, 2014 (the Effective Date) by the Limestone County Commission (the Granting Authority), to grant a tax abatement for **Pencola Enterprises LLC.** (the Company).

WHEREAS, the Company has announced plans for a (check one):

new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$5,270,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- all mortgage and recording taxes as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter in to an abatement agreement with the Company to provide for the abatement granted in Section 1.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Limestone County Commission at a meeting held on the 4<sup>th</sup> day of August, 2014

\_\_\_\_\_  
Pam Ball, Administrator  
Limestone County Commission

**Tax Abatement Agreement**

This Abatement Agreement is made this 4<sup>th</sup> day of August, 2014, (the Effective Date) by and between the Limestone County Commission (the Granting Authority), and **Pencola Enterprises, LLC**. (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 336214, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):  
 new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 4 day of February, 2016; and

WHEREAS, the Project will be located in the County of Limestone (check whichever is applicable)  
 inside the city limits of Athens,  
 inside the police jurisdiction of \_\_\_\_\_,  
 outside the city limits and police jurisdiction of the City of Athens; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):  
 all state and local non-educational property taxes,  
 all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or  
 all mortgage and recording taxes; and

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 4 day of August, 2014 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and,

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable)

- owned by the entity applying for the abatement
- leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all non-educational property taxes (If applicable) it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. S267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33;

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

Subsectors 423, 424, 511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or  
(ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Non-educational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, this cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (check all that apply)

(a) If no bonds are to be issued, non-educational property taxes are expected to be approximately \$17,918.00 per year and the maximum period for such abatement shall be valid for a period for 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, non-educational property taxes are expected to be approximately \$\_\_\_\_\_ per year and the maximum period for such abatement shall be valid for a period of \_\_\_ years, beginning the initial date bonds are issued to finance project.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$40,000.00 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$ \_\_\_\_.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project \$ 5,270,000

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0      Year 1 0      Year 2 0      Year 3 0;

(c) Annual payroll initially at the Project and in each of the succeeding three years;

Initially \$ 0                      Year 1 \$ 0                      Year 2 \$ 0                      Year 3 \$ 0;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

**GENERALLY**

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (Note: This attachment shall include the application for abatement), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply).

all state and local non-educational property taxes,  
 all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any matter affect the rights and duties by and between the Company and the Granting Authority.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, nay. Motion carries.

Chairman Menefee announced a Public Hearing on August 18, 2014 to consider request of Marsha Warner to vacate the portion of Hampton Lane that lies south of Lot 12 of the Hampton Lee Acres No. 2 Subdivision, as recorded in Plat Book F. page 76 in the Office of the Judge of Probate of Limestone County.

Chairman Menefee welcomed Mr. Paul Pencola and his company to Limestone County.

Commissioners Daly and Turner also welcomed Mr. Paul Pencola.

Commissioner Turner stated the Nick Davis Road project should be finished by the end of this week.

**MOTION** was made by Ben Harrison and seconded by Gary Daly to approve the following road improvement projects in District 3.

Road Name	Length in miles	Width in feet	Note	Cost
Poplar Creek Rd	1.2	16	Chip Seal	\$13,000.00
Poplar Creek Cemetery Rd	0.5	12	Chip Seal	\$ 4,000.00
Kelly Dr. (off Brownsferry Rd)	0.3	8 - 10	Chip Seal	\$ 1,500.00
Brooks Dr. (off Brownsferry Rd)	0.11	18	Plant Mix	\$ 7,200.00

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 4, 2014**

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

Commissioner Harrison welcomed Mr. Paul Pencola and also stated the Elk River Mills Road project will begin soon.

Recessed at 10:26 a.m. until 10:00 a.m. on Wednesday, August 13, 2014 at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.