

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 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 Steve Turner to approve the minutes of November 16 & December 1, 2015.

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 Stanley Hill and seconded by Jason Black to approve the following claims

11/17/15	Check # 35681	\$ 265,604.17
11/20/15	Check # 35682 – 35769	\$ 838,988.55
11/25/15	Check # 35770 – 35872	<u>\$ 686,674.94</u>
	TOTAL	\$1,791,267.66

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

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

**RESOLUTION**

**LIMESTONE COUNTY  
STATE OF ALABAMA**

Project No. LCP 42-164-15  
Functional Classification No. 24

WHEREAS, the County Commission of Limestone County, Alabama, is desirous of constructing or improving, by force account, contract or both, a section of road included in the Limestone County Road System and described as follows:

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015**

**Resurface Parker Road, New Cut Road, Baker Hill Road and Elk River Mills Road as described herein. Parker Road from U.S. Highway 72 to New Cut Road and New Cut Road from Parker Road to Baker Hill road and Baker Hill Road from New Cut Road to Elk River Mills Road and Elk River Mills Road from Baker Hill Road to the Elk River Mills Bridge (BIN 005203) using Federal Aid Surface Transportation Funds.**

WHEREAS, the County agrees to all of the provisions of the county-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the Commission of Limestone County, this 7<sup>th</sup> day of December 2015.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

The Chairman asked if there was any discussion. Commissioner Harrison said “this is the Federal Aid funds for 2016 in the amount of \$535,000.00. We’ll try to make the funds go as far as we can. Hopefully, we’ll get the short section of New Cut Road included and may have to wait on the short section of Elk River Mills Road; this is the whole project, it’s easier to cut out than add later”. 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 Stanley Hill to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015

Proposal No. 2555  
 Effective December 7, 2015 through December 7, 2016  
Mid State Industrial Supply, Inc.

	<b>Mid State Industrial Supply Inc.</b>
<b>SAE 5W20 Synthetic Oil</b>	Brand: Duramax Dexos 1
Case (12-32oz bottles)	\$33.51
55 Gallon Drum	\$488.00
<b>SAE 5W30 Synthetic Oil</b>	Brand: Duramax Dexos 1
Case (12-32oz bottles)	\$33.51
55 Gallon Drum	\$539.72
<b>SAE 10W Hydraulic Oil</b>	Brand: Total Azolla 2532
5 Gallon Pail	\$37.00
55 Gallon Drum	\$395.45
<b>Diesel 15W-40</b>	Brand: Total Rubia 7900
Case (12-32oz bottles)	\$58.51
55 Gallon Drum	\$462.56
Case (6-1gal.bottles)	\$69.72
<b>Diesel SAE 30W</b>	Brand: Total Rubia S-30
Case (12-32 oz bottles)	\$39.22
55 Gallon Drum	\$547.51
Case (6-1gal. bottles)	\$78.44
<b>Diesel 10W-30</b>	Brand: Total Rubia 7900FE
Case (6-32 oz bottles)	No bid
55 Gallon Drum	\$510.99
Case (6-1 gal. bottles)	\$70.90
<b>Diesel 5W-30</b>	Brand: Total Quartz INEO MC3
Case (12-1qt. bottles)	\$69.18
55 Gallon Drum	\$1,124.23
Case (3-1 gal. bottles)	No bid
<b>Diesel 5W-20</b>	Brand: No bid
Case (12-1qt. bottles)	No bid
55 Gallon Drum	No bid
Case (3-1gal. bottles)	No bid
<b>DEXOS SAE 0W-20 Viscosity Grade</b>	
Case (12-1qt. bottles)	\$32.87
55 Gallon Drum	\$574.97
<b>Delo 400 30 Wt Oil</b>	
55 Gallon Drum	\$631.30

## MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015

The Chairman asked if there was any discussion. Commissioner Black stated he had read through the bid, and they had requested not to have oil in bags, and the vendor will be able to meet the specifications. 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 Jason Black and seconded by Steve Turner to create a temporary position for an EMA Officer until March 1, 2016 and transfer David Freeman to the temporary position.

The Chairman asked if there was any discussion. Ben Harrison stated that he is on the county's liability fund board. He would make a request to Table both this action and the next action due to the possibility of incurring some liability. He said that he was led to believe that David Freeman was an at-will employee and could be fired or demoted for any reason or you don't have to have a reason. David was led to believe that. I found out over the weekend that is not true. MOTION TO TABLE was made by Ben Harrison for not only this action, but to reinstate David Freeman with back pay until things can be resolved and not put the taxpayers at risk. Motion failed for lack of a second.

The Administrator called the roll on the original motion. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, nay. Motion carries 3 to 1.

**MOTION** was made by Steve Turner and seconded by Jason Black to promote Jonathan Yerdon to the position of Information Technology Director.

The Chairman asked if there was any discussion. Ben Harrison said he would suggest and advise that you don't do this for the same reasons as listed above. MOTION TO TABLE was made by Ben Harrison on the action of promoting Jonathan Yerdon to the position of Information Technology Director. Motion failed for lack of a second.

The Administrator called the roll on the original motion. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, nay. Motion carries 3 to 1.

**MOTION** was made by Steve Turner and seconded by Stanley Hill to employ Andrew King as a Corrections Officer effective December 7, 2015, pending drug screening.

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 Jason Black and seconded by Stanley Hill to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015**

<b>Name</b>	<b>Position</b>	<b>Effective Date</b>	<b>Current Rate Per Hour</b>	<b>New Rate Per Hour</b>
Rebekah Davis	Archivist	12/07/15	21.37	22.04
Matthew Dean	Corrections Officer	12/05/15	16.03	16.53
Martin Evans	Deputy	12/03/15	19.34	19.95
Kevin Hammond	Eng. Asst./Elections Specialist	12/30/15	28.23	29.11
David Hargrove	CIS Network Manager	12/14/15	22.90	23.62
Jamie King	Deputy	12/17/15	19.34	19.95
Gil Moore	Deputy	12/07/15	19.34	19.95
Johnny Morell Jr.	Deputy	12/10/15	24.77	25.54
William Rogers	Deputy	12/19/15	25.54	26.35
Shannon Thrasher	Deputy	12/01/15	19.54	20.15
Matthew Williamson	Equipment Operator III	12/17/15	17.49	18.04

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 Ben Harrison and seconded by Jason Black to approve the following subdivision:

<b>Name</b>	<b>S/D Type</b>	<b>Approval Type</b>	<b>Lots</b>	<b>District</b>	<b>Location</b>
Marbut Estates	Minor	Preliminary & Final	8	4	Southwest corner of AL Hwy 99 & Grigsby Ferry Road

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 approve GE Project Development Agreement Resolution and Side Agreement.

**A RESOLUTION CONCERNING THE CONTRIBUTION OF MONEY FOR THE BENEFIT OF GENERAL ELECTRIC COMPANY AND ADVANCED SILICON CARBIDE FIBERS, LLC, AS AN INCENTIVE TO LOCATE A FACILITY IN LIMESTONE COUNTY, ALABAMA**

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

**WHEREAS**, General Electric Company, a New York corporation (“GE”), and Advanced Silicon Carbide Fibers, LLC, a Delaware limited liability company (“ASCF”, and when together with GE, the “Companies”) desire to locate to a facility in

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015**

the State of Alabama, in the city limits of Huntsville, in Limestone County, on real property consisting of approximately 100 acres; and,

**WHEREAS**, the Companies have indicated that the facility and project will create up to 298 jobs for the local community and economy, and which project is expected to include an initial capital investment by the Companies of approximately \$193,000,000.00 in connection therewith; and,

**WHEREAS**, a Project Development Agreement has been proposed between GE, ASCF, and the City of Huntsville (the "City"), whereby the City will cause the purchase and/or acquisition of the said 100 acres for \$3,500,000.00 with contributions from the City, the Industrial Development Board of the City of Huntsville (the "IDB"), GE, and Madison County, Alabama, to be conveyed to GE, or any third-party developer designated by GE, or ASCF, for the construction and development of an industrial facility and related improvements for the manufacture of production engines, components, and engine materials for commercial and military aircraft, and whereby the City will cause certain other economic incentives in favor of the Companies and certain public roadway improvements; and,

**WHEREAS**, the Project Development Agreement will provide for the County to acknowledge expending up to a total of \$100,000.00 as a contribution intended towards the payment of the purchase price for the acquisition of the said real property; and,

**WHEREAS**, the payments from the County under any agreement and any ancillary documents thereto will be an incentive and benefit to GE and ASCF, and their affiliates; and,

**WHEREAS**, to facilitate its expenditure and contribution the County will enter into a Side Agreement with the City and the IDB for the County to remit its contribution to the IDB, as the City's agent, in installments of \$50,000.00 upon the Companies employing 200 full-time employees at the Project Site and an additional \$50,000.00 upon the Companies employing a total of 298 full-time employees at the Project Site; and,

**WHEREAS**, a copy of the proposed Side Agreement, in substantially the form to be entered, is attached hereto as "Exhibit A"; and,

**WHEREAS**, by considering the Agreement the Limestone County Commission seeks to provide a public benefit to the persons and citizens of Limestone County, Alabama, by promoting, improving, and expanding economic and industrial development in the County, increasing the number and diversity of industrial jobs and related employment opportunities in the County, enabling the County to better retain, attract and locate other industrial enterprises, expanding the overall tax base of the County, and enhancing the overall quality of life for the citizens of the County; and,

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015**

**WHEREAS**, the Limestone County Commission has determined that the expenditure of public funds and the giving of something of value for the benefit of the Companies and their affiliates under the proposed agreements will serve a valid and sufficient public purpose, notwithstanding any incidental benefit to the private entity or entities, or any other public body, and will provide a public benefit to the persons of Limestone County, Alabama, based upon an increase of jobs, commerce, taxes collected, revenue, and continued economic and industrial development resulting therefrom; and,

**WHEREAS**, prior to the execution of this Resolution, notice that a meeting where action would be taken on the agreements would be held at the Limestone County Commission on December 7, 2015, at 10:00 a.m., in the Clinton Street Annex, located at 100 South Clinton Street, Athens, Alabama, 35611, was published in the *Athens News Courier*, a newspaper of general circulation in Limestone County, at least seven days prior to on November 22, 2015; and,

**UPON MOTION** having been duly made by Commissioner Jason Black, and seconded Commissioner Stanley Hill, to approve the expenditure of public resources and giving something of value by Limestone County acknowledging the Project Development Agreement and entering into the Side Agreement for the benefit of GE, ASCF, and their affiliates, along with all other local entities named therein, 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 December 7, 2015, with discussion had thereon and a vote having been taken, upon which vote said motion carried by a vote of 3 to 1 in favor;

**THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION**, during its meeting on December 7, 2015, commencing at 10:00 a.m., as follows:

**BE IT HEREBY RESOLVED** that the Limestone County Commission shall and hereby does approve of the expenditure of public funds and the giving of something of value to the City, the IDB, GE, and/or ASCF, or their agents or designees, pursuant to the proposed Project Development Agreement to be acknowledged by Limestone County and the Side Agreement to be entered by Limestone County along with the City and the IDB; and,

**BE IT FURTHER RESOLVED** that the Chairman of the Limestone County Commission shall be authorized to execute any and all documents and instruments that may be necessary to complete the expenditure of County property and funds herein contemplated, including the approval of any modifications to the Project Development Agreement or Side Agreement that may be inconsequential to the substantive terms of said Agreement and approved by the County's legal counsel.

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015**

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

**ADOPTED AND APPROVED** this 7<sup>th</sup> day of December, 2015.

\_\_\_\_\_  
Limestone County Commission Chairman

ATTEST:

\_\_\_\_\_  
County Clerk/Administrator

**SIDE AGREEMENT**

**THIS SIDE AGREEMENT** (this "Agreement") is hereby made and entered into on the 7<sup>th</sup> day of December, 2015, by and between **LIMESTONE COUNTY, ALABAMA**, a political subdivision of the State of Alabama ("County"), the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation ("Huntsville"), and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE**, a public corporation and instrumentality under the laws of the State of Alabama ("Huntsville IDB"). County, Huntsville and Huntsville IDB are herein together sometimes referred to collectively as the "Parties" and, individually, as a "Party".

**RECITALS**

**WHEREAS**, Huntsville has entered into a certain Project Development Agreement dated December 7, 2015 (the "Project Development Agreement"), by and between Huntsville, General Electric Company, a New York Corporation ("GE"), and Advanced Silicon Carbide Fibers, LLC, a Delaware limited liability company ("ASCF" and together with GE, the "Companies"); and,

**WHEREAS**, the Project Development Agreement has been acknowledged by the County and Madison County, Alabama, a political subdivision of the State of Alabama; and,

**WHEREAS**, the Project Development Agreement requires the County to pay to Huntsville IDB, as Huntsville's agent, the sum of \$100,000.00 to cover a portion of the purchase price for the Project Site; and

**WHEREAS**, the County has agreed to make, and Huntsville and Huntsville IDB hereby agree to accept, payments from the County to Huntsville IDB in installments and under the terms set forth herein in the aggregate of \$100,000.00.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

## MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to such terms in the Project Development Agreement.

2. **Payments from County to Huntsville IDB.** County shall pay Huntsville IDB, as Huntsville's agent, the following payments:

- A. \$50,000.00 as soon as practicable after the Companies and their Affiliates employ 200 Full-Time Employees at the Project Site; and
- B. \$50,000.00 as soon as practicable after the Companies and their Affiliates employ 298 Full-Time Employees at the Project Site.

3. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

4. **Non-Waiver.** Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

5. **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Alabama.

6. **Entire Agreement: Modification.** This Agreement supersedes all prior discussions, covenants, and agreements among the Parties with respect to the matters contained herein. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of the Parties.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

8. **Attorneys' Fees.** In the event of any litigation between the Parties arising under or in connection with this Agreement, the prevailing Party shall be entitled to recover from the other Party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing Party.

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015**

9. **Authority.** Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such party is bound by the signature of such representative.

**IN WITNESS WHEREOF**, County, Huntsville, and Huntsville IDB have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

**LIMESTONE COUNTY, ALABAMA,**  
a political subdivision of the  
State of Alabama

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF HUNTSVILLE, ALABAMA**  
An Alabama municipal corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**THE INDUSTRIAL DEVELOPMENT  
BOARD OF THE CITY OF  
HUNTSVILLE**, a public corporation and  
Instrumentality under the laws of the  
State of Alabama

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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, nay. Motion carries 3 to 1.

**MOTION** was made by Steve Turner and seconded by Jason Black to grant Carpenter Technology Corporation's Third Amendment to Tax Abatement Agreement.

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015**

**THIRD AMENDMENT TO  
TAX ABATEMENT AGREEMENT**

This THIRD AMENDMENT TO TAX ABATEMENT AGREEMENT, effective April 16, 2012 (this "Amendment"), is made and entered into on this 7th day of December, 2015, by and between LIMESTONE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), and CARPENTER TECHNOLOGY CORPORATION, a Delaware corporation (the "Company").

**R E C I T A L S:**

WHEREAS, the Company applied for and was granted certain tax abatements by the County pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the "Tax Abatement Act"), in connection with the development, construction, and equipping of that certain facility located at 22110 Thomas L. Hammons Road, Tanner, AL 35671 (the "Project"), and such tax abatements are described in that certain Tax Abatement Agreement between the County and the Company dated April 16, 2012, as amended by that certain First Amendment to Tax Abatement Agreement dated May 5, 2014 and that certain Second Amendment to Tax Abatement Agreement dated June 15, 2015 (collectively, the "Tax Abatement Agreement"); and

WHEREAS, due to certain unanticipated delays and increased costs of developing, constructing, and equipping the Project, the Company (i) increased the estimated amount of investment by the Company in the Project and (ii) extended the Project's estimated "placed in service" date beyond that which was set forth in the Company's original Application to Local Granting Authority for Abatement of Taxes, dated April 12, 2012; and

WHEREAS, the Company anticipates that it will invest \$61,893,982 in connection with the Project instead of \$38,893,982 (the difference of \$23,000,000 referred to hereinafter as the "Additional Capital Investment"); and

WHEREAS, it was the intention and mutual understanding of the parties at the time the County granted the tax abatements for the Project that the Company would receive tax abatements for all the real and personal property constituting the Project, to the fullest extent permitted under the Tax Abatement Act, and without regard to the original estimate by the Company of its capital investment in the Project; and

WHEREAS, the Company has submitted to the County an Amended Application to Local Granting Authority for Abatement of Taxes (the "Amended Application") indicating the Additional Capital Investment and the extended "placed in service" date, a copy of which is attached hereto as **Exhibit A**; and

## MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015

WHEREAS, the County has performed an updated cost/benefit analysis and concluded that it is to the advantage of the public that abatements be granted in accordance with this Amendment; and

WHEREAS, the Company and the County desire to enter into this Amendment to confirm the Additional Capital Investment and the extended "placed in service" date as reflected in the Amended Application and the tax abatements granted by the County as an inducement for the Company to continue equipping the Project.

NOW, THEREFORE, in consideration of the respective agreements on the part of the County and the Company contained in the Tax Abatement Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company hereby agree as follows:

1. Amendments. The Tax Abatement Agreement shall be amended as follows:
  - (a) Subsection (a) of Section (1) of the Tax Abatement Agreement regarding the estimated total cost of the private use industrial property to be placed in service at the Project by the Company shall be amended by deleting "\$38,893,982" and inserting "\$61,893,982" in lieu thereof.
  - (b) Subsection (a) of Section (1) of the Tax Abatement Agreement regarding the estimated amount of abated ad valorem taxes shall be amended by deleting "\$127,972" and "\$975,619" and inserting "\$203,691" and "\$1,556,111", respectively, in lieu thereof.
  - (c) Subsection (a) of Section (1) of the Tax Abatement Agreement regarding the estimated amount of nonabated ad valorem taxes shall be amended by deleting "\$97,861" and "\$746,061" and inserting "\$155,764" and "\$1,189,967", respectively, in lieu thereof.
  - (d) Subsection (b) of Section (1) of the Tax Abatement Agreement regarding the estimated cost of non-manufacturing and manufacturing equipment shall be amended by deleting "\$2,215,433" and "\$31,382,518" and inserting "\$5,173,433" and "\$49,042,518", respectively, in lieu thereof.
  - (e) Subsection (b) of Section (1) of the Tax Abatement Agreement regarding the estimated amount of abated sales and use taxes shall be amended by deleting "\$559,355" and inserting "\$942,575" in lieu thereof.
  - (f) Subsection (b) of Section (1) of the Tax Abatement Agreement regarding the estimated amount of nonabated sales and use taxes

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015**

shall be amended by deleting "\$358,134" and inserting "\$593,894" in lieu thereof.

- (g) Subsection (a) of Section (2) of the Tax Abatement Agreement regarding the estimated total amount to be invested in the Project by the Company shall be amended by deleting "\$38,893,982" and inserting "\$61,893,982" in lieu thereof.
- (h) All references to "Application" in the Tax Abatement Agreement shall be deemed references to the Amended Application.

2. Full Force and Effect. Except as expressly amended hereby, all other terms of the Tax Abatement Agreement shall continue in full force and effect.

3. Captions. The titles and captions contained in this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope or intent of this Amendment.

4. Controlling Law. This Amendment will be governed by and construed and enforced in accordance with the laws of the State of Alabama without giving effect to principles of conflict of laws.

IN WITNESS WHEREOF, the County and the Company have caused this Amendment to be executed in their respective names, have caused their respective seals to be hereunto affixed, in several counterparts, each of which shall be deemed an original, and have caused this Amendment to be effective as of the date first set above.

**ATTEST:**

**LIMESTONE COUNTY, ALABAMA**

\_\_\_\_\_  
County Clerk/Administrator

By: \_\_\_\_\_  
Its: Chairman, Limestone County Commission

**CARPENTER TECHNOLOGY CORPORATION**

By: \_\_\_\_\_  
Its: Director of Taxes & Assistant Treasurer

The Chairman asked if there was any discussion. Ben Harrison brought up questions about the abatement previously granted for the North project. He stated that he was not going to vote until he could get some straight answers on the timing of the payouts of the sales and use taxes and how they're formulated. Commissioner Harrison said he had met with county school officials and feels the school's portion is way off. There was a lengthy conversation between Commissioner Harrison, County Attorney Mark Maclin, and Chairman Yarbrough regarding the county's abatement procedures. Mark Maclin explained that the abatement agreement states estimated figures based on what

## MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015

Carpenter reports they expect to spend, and the taxes actually received are based on what is actually assessed and purchased. Mark Maclin further said that what is actually bought and what has been taxed runs through the taxing agencies, mainly the Alabama Department of Revenue. Commissioner Harrison said he's not against Carpenter or the company's South facility expansion.

The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye, Ben Harrison, nay. Motion carries 3 to 1.

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve District 4 to reimburse for work on the EMA Storm Shelter at the Owens Fire Station #2, not to exceed \$3,000.00.

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 Steve Turner and seconded by Stanley Hill to approve closing the county offices on December 31<sup>st</sup> and January 1<sup>st</sup> for the New Year Holidays.

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.

Commissioner Hill thanked everyone that had anything to do with the Christmas tree lighting. He thanked the Engineering Department, from top to bottom, for the great job they are doing.

Commissioner Turner said the Christmas tree lighting was a success. He expressed his appreciation to the Committed Acapella Chorus for singing at the Christmas tree lighting. He stated, I know the investments and incentives are working because there have been people calling to let me know they have interviews. The companies are training and the people in Limestone County are being put to work due to these investments. He said, "I'm proud to be a part of that."

Commissioner Black said due to the recent rains, we have pot holes everywhere and requested everyone to be patient as they work to take care of the problems this week.

Commissioner Harrison said that his district constructed a temporary road around Grigsby Ferry Bridge last week and they are working to demolish the bridge with hopes to have pipes installed this week.

Chairman Yarbrough thanked the Christmas tree lighting committee and all the participants. He iterated that the Sheriff said it best when he stated the Christmas tree lighting was like a Hallmark moment.

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 7, 2015**

Recessed at 10:34 a.m. until 10:00 a.m. on Wednesday, December 16, 2015, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.