

**MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 18, 2019**

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

Present: Daryl Sammet, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance led by Jerry Barksdale from the Veterans Museum.

**MOTION** was made by Steve Turner and seconded by Ben Harrison to approve the minutes of October 30, November 4 & 13, 2019.

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

**MOTION** was made by Daryl Sammet and seconded by Jason Black to approve the following claims

10/31/19	Check # 55094 – 55169	\$1,230,840.86
11/01/19	Check # 55170 – 55187	\$ 68,457.22
11/07/19	Check # 55188	\$ 108.50
11/08/19	Check # 55189 – 55269	\$ 542,204.91
11/12/19	Check # 55270	\$ 40.00
11/12/19	Check # 55271	\$ 105.00
	TOTAL	\$1,841,756.49

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

Conflict of Interest: Commissioner Harrison announced he is the Board President for Alabama Mountains, Rivers & Valleys RC&D Council.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve the following resolution for Limestone County Board of Registrars Travel Reimbursement.

**RESOLUTION**

**Limestone County Board of Registrars Travel Reimbursement**

**WHEREAS**, the State of Alabama compensates the Limestone County Board of Registrars a per diem rate for travel expenses; and

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**WHEREAS**, the Limestone County Commission desires to compensate the Limestone County Board of Registrars for out-of-pocket expense above the per diem rate;

**THEREFORE**, The Limestone County Commission by virtue of this resolution approves to pay out-of-pocket expense, in accordance to the Limestone County Commission travel policy, retroactive October 1, 2019.

Adopted this 18<sup>th</sup> day of November 2019

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Collin Daly, Chairman

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Daryl Sammet  
Commissioner District I

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Jason Black  
Commissioner District III

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Steve Turner  
Commissioner District II

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Ben Harrison  
Commissioner District IV

The Chairman asked if there was any discussion. Commissioner Harrison said for full disclosure, my wife is on the Board of Registrars, but this discussion took place before her appointment. The Administrator called the roll. Jason Black, aye; Daryl Sammet, 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 resolution to obtain financing and execute a commercial loan from First National Bank to purchase one Etnyre Four Wheel Drive Chipspreader; loan amount of \$229,414.00 at a rate of 2.17% fixed for 4 years, payable in annual installments.

**RESOLUTION  
OF THE LIMESTONE COUNTY COMMISSION**

A meeting of the Limestone County Commission was held on November 18, 2019 at the address of 100 S. Clinton St, Athens, AL 35611 at which the following were present: Collin Daly, Daryl Sammet, Steve Turner, Jason Black and Ben Harrison.

Absent: None

Collin Daly, Chairman presided.

The following resolution was introduced:

**BE IT RESOLVED** that the Commission has decided to execute a commercial loan in the amount of \$229,414.00 and obtain financing for said commercial loan from First

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National Bank. The purpose of the loan is to purchase one (1) Etnyre Four Wheel Drive Chipsreader. The chipsreader will serve as collateral for the loan. The loan will be structured for a 4-year period, payable in annual payments at an interest rate of 2.17%.

Limestone County Commission, acting by and through Collin Daly, as Chairman of the Limestone County Commission, be empowered and authorized to execute any and all documents necessary to obtain financing for the commercial loan including but not limited to the Note and Security Agreement.

This resolution covers any extensions, modifications, or renewals of said commercial loan.

The Chairman announced the resolution was duly and properly adopted.

This the 18<sup>th</sup> day of August 2019.

Approved By:

\_\_\_\_\_  
Collin Daly, Chairman

\_\_\_\_\_  
Daryl Sammet, Commissioner

\_\_\_\_\_  
Steve Turner, Commissioner

\_\_\_\_\_  
Jason Black, Commissioner

\_\_\_\_\_  
Ben Harrison, Commissioner

\_\_\_\_\_  
Pam Carter, Administrator

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

**MOTION** was made by Jason Black and seconded by Daryl Sammet to authorize the Chairman to execute the following Event Center Agreement and Deed to Veterans Museum and authorize the Chairman and County Administrator to work with the County Attorney to terminate existing lease.

**STATE OF ALABAMA  
COUNTY OF LIMESTONE**

**AGREEMENT FOR CONVEYANCE OF REAL PROPERTY  
SUBJECT TO REVERSIONARY CLAUSE**

This Agreement is made, entered into, and effective this 18<sup>th</sup> day of November, 2019, by and between the Limestone County Commission, the governing body of

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Limestone County, Alabama (hereinafter referred to as "County"), and the Alabama Veterans Museum and Archives, an Alabama nonprofit corporation (hereinafter referred to as "Veterans Museum").

**WITNESSETH:**

For and in consideration of the covenants and conditions herein contained to be kept, performed and observed by Veterans Museum and County, the County hereby agrees to convey to Veterans Museum, and Veterans Museum does hereby accept from County, under the terms, conditions, and covenants herein specified, the building and premises located at Lot No. 4-B and part of Lot 5, Block 68, according to the 1914 Map of the City of Athens, Alabama, which building and premises are more specifically described in "Exhibit A" hereto and incorporated herein by reference, and which have generally been known as the Limestone County Event Center and shall hereinafter be referred to herein as "the Property"; and,

The parties acknowledge that the purpose of this Agreement is for the Veterans Museum to establish, organize, implement and/or continue operating a Veterans Museum and Archives upon the Property for the public display of acquired artifacts and archives, to provide a public benefit to the persons of Limestone County, Alabama and the State of Alabama, and surrounding areas, including the United States and beyond, to commemorate and perpetuate the accomplishments and achievements of Alabama veterans; and,

County says that it has found and determined that such conveyance to, and use of the Property by Veterans Museum constitutes and serves a public purpose consistent with and permissible under the laws of Alabama, and that the giving of something of any value for the benefit of the Veterans Museum will provide a public benefit to the persons of the Limestone County, Alabama and the State of Alabama, and surrounding areas, including the United States and beyond, in the recognition, commemoration, and celebration of its Veterans for their service and accomplishments to and for Limestone County, the State of Alabama, and the United States;

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions herein, it is agreed as follows, to wit:

1. County agrees to convey, and Veterans Museum agrees to accept, in its present and existing condition AS IS, WHERE IS, the Property to Veterans Museum by statutory warranty deed, inclusive of a reversionary clause therein that Veterans Museum shall own and have exclusive possession of the Property together with all the privileges and appurtenances thereto belonging, or in anywise appertaining, so long as the Property is titled in Veterans Museum and used for the public purpose of operating a public veterans museum and archive for the benefit of the people of Limestone County, Alabama and surrounding areas, including but not limited to, the State of Alabama and the United States, and no longer.

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2. Veteran Museum agrees and acknowledges that the Property shall be used by Veterans Museum as a public veterans museum and archives, and for the public display of acquired artifacts and archives, to commemorate and perpetuate the accomplishments and achievements of Alabama veterans, and that should it cease to use the Property for said purpose or violate any other conditions placed upon it, the title to said Property, including all buildings and improvements on it or that may be erected on it, shall, without re-entry or suit, automatically revert unto the Grantor, or its successor.
3. Each party hereto expressly agrees and acknowledges to the other that the terms and obligations of this Agreement, each to the other, is good and sufficient consideration for the conveyance of the Property and acceptance thereof as set forth in this Agreement.
4. Delivery of exclusive possession of the Property shall be at execution of this Agreement, and delivery of the above described interest in the Property by statutory warranty deed to Veterans Museum, if not at the execution of this Agreement, shall be within seven (7) days of the entry of this Agreement.
5. Each party shall be responsible for its own attorney's fees and expenses incurred in conjunction with this Agreement and the conveyance of the Property, except that County shall be responsible for the expenses incurred in the preparation of the statutory warranty deed presented to Veterans Museum.
6. Veterans Museum shall be responsible for all expenses associated with or required for the recording of the statutory warranty deed, and Veterans Museum shall be responsible for all expenses associated with or required for the assessment of taxes, real or personal, of the Property and any improvements or personal property thereon after the delivery of the statutory warranty deed to Veterans Museum, including, but in no way limited to, any ad valorem taxes to come due and payable on October 1, 2020.
7. Each party, by the undersigned execution of their representative and/or agent of this Agreement, represents and warrants, each to the other, that said party and their representative and/or agent does so full legal authority to bind and be bound said party to the terms and obligations hereto.
8. Veterans Museum expressly agrees and acknowledges that County shall have no responsibility for the upkeep, maintenance, repair and preparation of the Property or any improvements or personal property thereon hereafter, and County shall hereafter not be liable for any damage, loss, or theft of the Property or any person, improvements or personal property thereon.
9. All charges for telephone, heat, gas, electricity, sewer, water, and any and all other such utilities used upon the Property by County shall be prorated to the date of the execution of this Agreement, and credits for any connection fees and deposits heretofore shall be the property of and returned to the County.

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10. The parties agree and acknowledge that at the time of this Agreement there is real property owned by the County adjoining the East side of the Property on which there is a parking lot, which parking lot has heretofore been used by Veterans Museum and its members, patrons, guests and invitees concurrent with its lease from the County of the building located at 100 Pryor Street, Athens, Alabama 35611, which building and premises have heretofore been known as the Alabama Veterans Museum and Archives. The County agrees that for so long as it owns and controls said adjoining real property the Veterans Museum shall have the non-exclusive use of the parking lot for ingress and egress to the Property and for use as a parking lot for its purposes in the same and lawful manner it has used the parking lot during its lease of the aforementioned property from the County; and, Veterans Museum agrees County shall not be liable and shall be held harmless and indemnified for any damage to any person or property sustained by Veterans Museum or its employees, agents, members, patrons, guests, or invitees, or other persons coming upon the Property or parking lot for Veterans Museum's business, benefit and/or purposes, except to the extent that any such injury or damage shall be proven to have been due to the negligence or conduct of the County or its employees or agents. Veterans Museum further agrees County shall have no obligation to make any modifications or improvements to the parking lot or adjoining property for Veterans Museum's purposes though nothing herein shall prohibit the parties from entering into any subsequent, separate agreement as to same.

11. This Agreement and the Property, and any interest therein, may not be assigned and/or conveyed by Veterans Museum with the express written consent of County and an appropriate instrument and agreement being duly entered and executed for same.

IN WITNESS WHEREOF, the parties have hereunto affixed their seals, and executed this Agreement, effective as of the day and date first above written.

**LIMESTONE COUNTY, ALABAMA,  
by and through its governing body,  
THE LIMESTONE COUNTY COMMISSION**

By: \_\_\_\_\_  
Collin Daly, Chairman

ATTEST:

By: \_\_\_\_\_  
Pam Carter, County Administrator

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**ALABAMA VETERANS MUSEUM AND ARCHIVES**

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

Print Name: \_\_\_\_\_

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

ATTEST:

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

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

**Exhibit "A"**

A tract of land lying in Block No. 68 according to the 1914 Map of the City of Athens, Alabama, on file in the Office of the Judge of Probate of Limestone County, Alabama, and being Lot No. 4-B and a part of Lot No. 5 of said Block No. 68, and being particularly described as follows: Commencing at a railroad spike in a tree root at the Southwest corner of said Lot No, 4-B and at a point on the East margin of Marion Street which is 145.50 feet North of the North margin of Pryor Street; thence North 00 degrees 01 minutes 00 seconds East a distance of 4.50 feet to an iron pin at the point of true beginning; thence South 88 degrees 43 minutes 40 seconds East along an old fence line a distance of 83.31 feet to an iron pin; thence South 00 degrees 01 minutes 00 seconds West along an old fence line a distance of 2.50 feet to an existing iron pin; thence North 89 degrees 53 minutes 48 seconds East, parallel with the North margin of Pryor Street a distance of 80.21 feet to an iron pin in the East boundary line of Lot No. 5 of Block No. 68; thence North 00 degrees 01 minutes 00 seconds East along the East boundary of Lot No. 5 a distance of 279.50 feet to an iron pin at the Northeast corner of said Lot No. 5; thence South 89 degrees 53 minutes 48 seconds West along the North boundary line of Lot No. 5 a distance of 73.50 feet to an iron pin; thence South 00 degrees 01 minutes 00 West a distance of 50.00 feet to an iron pin; thence South 89 degrees 53 minutes 48 seconds West a distance of 90.00 feet to an iron pin on the East margin of Marion Street; thence South 00 degrees 01 minutes 00 seconds West along the East margin of Marion Street a distance of 225.00 feet to the point of true beginning; and containing 0.946 acres, more or less.

THIS INSTRUMENT PREPARED BY:

T. Mark Maclin  
Attorney for Grantor  
Wilmer & Lee, P.A.  
218 W. Market St.  
Athens, AL 35611  
(256) 533-0202

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PLEASE RECORD AND RETURN TO:  
Alabama Veterans Museum and Archives

\_\_\_\_\_  
\_\_\_\_\_  
Athens, AL 35611

\_\_\_\_\_  
STATE OF ALABAMA  
COUNTY OF LIMESTONE

\_\_\_\_\_  
Tax Notice To:  
Alabama Veterans Museum and Archives

\_\_\_\_\_  
Athens, AL 35611

**STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to the undersigned, **LIMESTONE COUNTY, ALABAMA**, a political subdivision of the State of Alabama, herein referred to as the **Grantor**, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents grant, bargain, sell and convey unto **ALABAMA VETERANS MUSEUM AND ARCHIVES**, an Alabama non-profit corporation, herein referred to as the **Grantee**, its successors and/or assigns, the following described real estate, lying and being in the County of Limestone, State of Alabama, to-wit:

See attached Exhibit "A", which is incorporated herein by reference (the "Property").

**SUBJECT TO** all restrictions, conditions, limitations, easements, rights of way, setback lines, and other matters of record; any and all zoning ordinances and laws pertaining to said Property; ad valorem taxes for the current tax year; and matters that would be reflected by a current, accurate survey of the Property.

**TO HAVE AND TO HOLD** to the said Grantee, its successors and/or assigns, together with all the privileges and appurtenances thereto belonging, or in anywise appertaining, so long as the Property is titled in Grantee AND used for the public purpose of operating a public veterans museum and archive for the benefit of the people of Limestone County, Alabama and surrounding areas, including but not limited to, the State of Alabama, and no longer, and when the Grantee ceases to use the Property for said purpose or shall violate any of the conditions herein placed upon Grantee, including its title; the title to said Property, including all buildings and improvements on it or that may be erected on it, shall, without re-entry or suit, automatically revert unto the Grantor, or its successor.

The Grantor makes no warranty or covenant respecting the nature of the quality of the Property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the Property since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be duly executed on this 18<sup>th</sup> day of November, 2019.



**MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 18, 2019**

GRANTOR:

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

\_\_\_\_\_  
By: Collin Daly  
Its: Chairman

ATTEST:

\_\_\_\_\_  
By: Pam Carter  
Title: County Administrator

STATE OF ALABAMA  
COUNTY OF LIMESTONE

I, the undersigned Notary Public in and for said County and State hereby certify that \_\_\_\_\_ and \_\_\_\_\_, whose names as \_\_\_\_\_ and \_\_\_\_\_, respectively, of LIMESTONE COUNTY, ALABAMA, a political subdivision of the State of Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they as such officers and with full authority, executed the same voluntarily for and as the act of said County.

GIVEN under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: 310 W. Washington St., Athens, AL 35611  
Grantee's Address: \_\_\_\_\_, Athens, AL 35611  
Property Address: Lot No. 4-B and part of Lot 5, Block 68, according to the 1914 Map of the City of Athens, Alabama.  
Purchase Price: \$0.00 (Tax Appraised Value \$1,160,500.00)

THE PREPARER OF THIS DOCUMENT HAS NOT BEEN REQUESTED TO RENDER AN OPINION, AND NO OPINION IS HEREBY RENDERED, WITH RESPECT TO THE STATE OF TITLE TO THE FOREGOING REAL PROPERTY OR THE ACCURACY OF THE LEGAL DESCRIPTION THEREOF.

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**Exhibit "A"**

A tract of land lying in Block No. 68 according to the 1914 Map of the City of Athens, Alabama, on file in the Office of the Judge of Probate of Limestone County, Alabama, and being Lot No. 4-B and a part of Lot No. 5 of said Block No. 68, and being particularly described as follows: Commencing at a railroad spike in a tree root at the Southwest corner of said Lot No. 4-B and at a point on the East margin of Marion Street which is 145.50 feet North of the North margin of Pryor Street; thence North 00 degrees 01 minutes 00 seconds East a distance of 4.50 feet to an iron pin at the point of true beginning; thence South 88 degrees 43 minutes 40 seconds East along an old fence line a distance of 83.31 feet to an iron pin; thence South 00 degrees 01 minutes 00 seconds West along an old fence line a distance of 2.50 feet to an existing iron pin; thence North 89 degrees 53 minutes 48 seconds East, parallel with the North margin of Pryor Street a distance of 80.21 feet to an iron pin in the East boundary line of Lot No. 5 of Block No. 68; thence North 00 degrees 01 minutes 00 seconds East along the East boundary of Lot No. 5 a distance of 279.50 feet to an iron pin at the Northeast corner of said Lot No. 5; thence South 89 degrees 53 minutes 48 seconds West along the North boundary line of Lot No. 5 a distance of 73.50 feet to an iron pin; thence South 00 degrees 01 minutes 00 seconds West a distance of 50.00 feet to an iron pin; thence South 89 degrees 53 minutes 48 seconds West a distance of 90.00 feet to an iron pin on the East margin of Marion Street; thence South 00 degrees 01 minutes 00 seconds West along the East margin of Marion Street a distance of 225.00 feet to the point of true beginning; and containing 0.946 acres, more or less.

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

**MOTION** was made by Daryl Sammet and seconded by Steve Turner to authorize the Chairman to execute the following Grant Agreement with Alabama's Mountains Rivers & Valley's RC&D for \$6,990 to upgrade the Farmers Market by adding oscillating fans and building vendor display tables. County match of \$1,700 for a total project cost of \$8,690.

**ALABAMA'S MOUNTAINS,  
RIVERS & VALLEYS  
RC&D COUNCIL**

**5514 US Highway 31 S. Hartselle, AL 35640 (256)773-8495**

This Agreement is made and entered into on October 1, 2019 by and between the Alabama's Mountains, Rivers and Valleys Resource Conservation and Development Councils, Inc. (hereinafter called the "Council"), and Limestone County Commission (hereinafter called the "Grantee").

The Purpose of this agreement is to implement the project as described in the attached application or proposal entitled Limestone County Market Update.

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

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### 1. The Council Agrees:

- A. To provide \$6,990.00 after the execution of this agreement and when the funds become available. No funds will be available until after October 1,2019 for the above-mentioned project, contingent on funding. Funds are subject to availability based on quarterly appropriations, and are subject to proration if ordered by the State Finance Director.
- B. To only fund other non-profits or units of government. Exceptions would be rare and determined by the AMRV-Board.
- C. To provide other assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
- D. Payment of grant funds will be made on a reimbursement basis after all items listed in G are completed and reported.

### 2. The Grantee Agrees:

- A. Use the funds only on a project that will have public benefits.
- B. Document the total value of the project in the final report.
- C. Operate and maintain the project with local resources.
- D. Allow pre-arranged public tours of the project.
- E. Comply with all provisions of the Federal Civil Rights laws and regulations including the displaying of all posters required by Federal Law.
- F. To spend grant funds only on items included and approved in the project proposal.
- G. Submit Required Documentation:
  - a. Return this signed COOPERATIVE AGREEMENT by November 15, 2019. IF WE DO NOT RECEIVE THIS SIGNED AGREEMENT BACK WITHIN THIS TIME PERIOD WE WILL CONSIDER IT VOID AND REALLOCATE THE FUNDS.
  - b. Provide a written or verbal status report prior to the AMRV RC&D Spring Quarterly Meeting on April 23,2020. If at all possible we would love for you to attend this meeting and present in person.
  - c. Complete the project according to the identified budget / deliverables and have the appropriate documentation in our office on or before August 1,2020. A budget revision may be approved by the RC&D in certain cases. All unused funds must be returned to the AMRV RC&O.
  - d. All final reports will be submitted online at the completion of the grant.
  - e. Submit copies of invoices and proof of payment by uploading to website or sending via email at the time the final report is completed
  - f. Upload photos to website or submit via email.
  - g. Notify the RC&D office when the project is ready for pictures, two weeks prior if possible.
- H. Give credit to the Alabama's Mountains, Rivers and Valleys RC&D Council on press releases & publications. Please notify AMRV RC&D prior to releasing any information to the press. Failure to recognize the AMRV RC&D may result in forfeiting your right to participate in future grant programs.
- I. All funding will be distributed on a reimbursement basis. Please note AMRV-RC&D will not reimburse for food, drinks or awards. Exceptions can be determined by the AMRV RC&D's Executive Director. Call or contact Program Manager Renona Seibert @256-773-8495 or email to [renona.seibert@amrvrcd.com](mailto:renona.seibert@amrvrcd.com) with questions relative to spending funds.
- J. Give the Local RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and the right to examine all records, books, papers or documents related to this agreement for up to three years after the funded project is completed.

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- K. Project funds will be LOST OR re-allocated IF THE PROJECT BUDGET ITEMS/DELIVERABLES IDENTIFIED IN THE ORIGINAL APPROVED PROJECT ARE NOT FULLY COMPLETED BY August 1,2020. If you will be unable to complete your project by August 1, 2020, please notify Renona Seibert @ (256) 773-8495 as soon as possible.  
This should be a rare occurrence! Grantees who have not started or made significant progress on their grant project by June 1, 2020 are SUBJECT TO REVOCATION OF ALL FUNDS.  
*Grantees who are not able to utilize the grant funds by August 1, 2020 AND DID NOT NOTIFY AMRV-RC&D BY JUNE 1, 2020 will not only lose die funds but, may also forfeit their right to participate in future grant programs.*
- L. Provide the AMRV-RC&D with a Federal Tax ID number 63-6001607

**3. It is mutually agreed:**

- A. This agreement shall become effective on the date appearing in the first paragraph.
- B. This agreement may be revised upon mutual consent of both parties.
- C. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.
- D. By signing this agreement, you are authorizing AMRV RC&D to use your photos on social media sites and other printed publications. If children are in the photos it is your responsibility to hold and maintain a media release.

Limestone County Commission  
General 6990, Education

Limestone County Market Update

**Signatures**

\_\_\_\_\_  
AMRV RC&D

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responsible party Limestone County Commission

\_\_\_\_\_  
Date

*By signing this agreement, the recipient assures the Alabama's Mountains, Rivers and Valleys RC&D Council, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies. "All programs and assistance of the RC&D Council are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."*

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

**MOTION** was made by Jason Black and seconded by Ben Harrison to authorize the Chairman to execute the following Memorandum of Understanding: Athens-Limestone GIS Consortium.

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**MEMORANDUM OF UNDERSTANDING**

**COMMUNITY MAPPING AND DATA  
MANAGEMENT SYSTEM PARTICIPATION**

**ATHENS-LIMESTONE GIS CONSORTIUM**

WHEREAS, a committee of interested, organizations, including the City of Athens, Limestone County Commission, the Limestone County Water and Sewer Authority, Athens Utilities, the Athens-Limestone County Emergency Management Communication District (9-1-1), and Limestone County School District have examined the needs and requirements for geographic information and have concluded that a Community Mapping and Database Management System (hereafter GIS) is feasible and cost effective; and

WHEREAS, the City of Athens, Limestone County Commission, the Limestone County Water and Sewer Authority, Athens Utilities, the Athens-Limestone County Emergency Management Communication District (9-1-1), and the Limestone County School District (hereafter Participants) desire to jointly participate in the creation and utilization of a GIS to more effectively manage information, avoid redundancy, and to reduce the expense for their constituents and customers; and

WHEREAS, the Participants fully understand the importance of developing and implementing a GIS and acknowledge the assessment of the costs and benefits to the Participants and the citizens of Athens and Limestone County;

NOW THEREFORE, as attested by the signatures below, there is an agreement among the Participants to proceed with the design, procurement, implementation, and operation of the components necessary to fully establish a GIS for the benefit of the community, citizens, industry, and government of Athens and Limestone County pursuant to the terms and conditions specified in this Memorandum of Understanding (hereinafter MOU) or any amendments hereto. This agreement is to be known as the Athens-Limestone GIS Consortium. The Chief Executive or the designated representative of each participating agency shall serve as a member of the GIS Steering Committee to direct the implementation effort subject to the following guidelines:

- 1) City of Athens shall be designated as the PROJECT MANAGEMENT AGENCY, and shall be responsible to the GIS Steering Committee for the establishment of the GIS as specified in this MOU.
- 2) The allocated shared costs among the Participants shall initially be

Limestone County	23.4%
City of Athens	23.4%
Athens Utilities- Water/Wastewater	7.6%
Athens Utilities- Gas	7.6%
Athens Utilities – Electric	7.6%
Limestone County Water and Sewer Authority	7.6%
Athens-Limestone County Emergency Management Communication District (9-1-1)	7.6%
Limestone County School District	7.6%
Athens City School District	7.6%

Subsequent participants shall be assessed a pro rata share of the initial shared anticipated costs of the GIS in addition to an established percentage of the total costs based on anticipated use and benefits of the system. The percentage of costs for which the initial Participants are responsible shall be adjusted by the GIS Steering Committee based on allocation of costs to new Participants. GIS will also recover costs by providing products and services to the non-

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participating organizations and reduce, proportionate to the established pro rata share, annual cost to the Participant.

- 3) As the PROJECT MANAGEMENT AGENCY:
  - a. The City of Athens will contract and manage the development of computerized base maps. This development shall include aerial photography, survey control, analytical triangulation, photogrammetric mapping, base map production, quality control of the base maps, and consultant services.
  - b. The City of Athens or its representative will provide oversight and assist in the procurement of the needed hardware/software and communication systems to the benefit of all GIS Participants, including the sale of products and services to non-participating organizations.
  - c. The City of Athens will assist in coordinating the management of other reasonable and necessary developmental functions including but not limited to parcel map development, infrastructure and facility management databases, database maintenance activities and data sharing activities of the Consortium.
- 4) The City of Athens and the STEERING COMMITTEE shall establish a capital fund for maintenance/depreciation costs for the GIS which shall be established as a percentage of the costs of the annual budget for tasks associated with building the GIS. The percentage shall be determined on an annual basis and not exceed 10%.
- 5) The STEERING COMMITTEE shall establish TECHNICAL SUBCOMMITTEES to analyze, develop, promote and review the technical and non-policy issues of the GIS.
- 6) The PROJECT MANAGEMENT AGENCY and the TECHNICAL SUBCOMMITTEES shall work with the STEERING COMMITTEE to establish, support and provide other miscellaneous functions of the GIS relating to, but not limited to, the following: fee structures for non-participant's use of the GIS; access to custom maps and other products; system security; system expansion; system maintenance, staffing, training, and technical assistance of the GIS.
- 7) The PROJECT MANAGEMENT AGENT may enter the Consortium into agreements with larger area Consortiums upon a unanimous vote of members. All decisions that financial obligate the Consortium must be approved by unanimous vote of the STEERING COMMITTEE. If a STEERING COMMITTEE Participant's representative is absent during the vote, the representative must be contacted for their vote.

**The effective date of the Memorandum of Understanding will be December 1st, 2019.** This MOU provides the basic understanding among the Participants, and shall be amended from time to time by majority vote of the Consortium Members to accommodate the addition of new Participants, changes in the GIS, and to support agreements among the Participants to fund the acquisition, support, and maintenance of the GIS. The agreement is designed to be in place for a period of 3 years from the effective date to foster a financial commitment from its members to further ensure long range success of the program.

Any of the parties to this agreement shall have the right to withdraw from this agreement by action of the Steering Committee and by giving the other parties six (6) months notice in writing. Parties withdrawing from the agreement before the expiration date of the MOU shall be responsible for the total amount of their allocated cost share for the remaining term of the original agreement.

In recognition of the foregoing terms, the following representatives of the participating agencies have executed this MOU on the date specified.

**MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 18, 2019**

\_\_\_\_\_  
William R. Marks, Mayor  
City of Athens/Athens Utilities

Date \_\_\_\_\_

\_\_\_\_\_  
Collin Daly, Chairman  
Limestone County Commission

Date \_\_\_\_\_

\_\_\_\_\_  
Harold Wales, City Council President  
City of Athens

Date \_\_\_\_\_

\_\_\_\_\_  
Jerry Crabtree, Chairman  
Athens-Limestone Emergency 9-1-1

Date \_\_\_\_\_

\_\_\_\_\_  
Jim Moffat, Chairman  
Limestone County Water and Sewer Authority

Date \_\_\_\_\_

\_\_\_\_\_  
Earl Glaze, Chairman  
Limestone County Board of Education

Date \_\_\_\_\_

\_\_\_\_\_  
Russell Johnson, Board President  
Athens Board of Education

Date \_\_\_\_\_

\_\_\_\_\_  
Micah Cochran, GIS Coordinator  
Project Management Agency Representative  
City of Athens

Date \_\_\_\_\_

***Purpose***

The Athens/Limestone County GIS Consortium is founded on the concept of encouraging public agencies to share in the creation, use, and maintenance of GIS data sets at the least possible cost. Two key features of the Consortium are:

- Data creators (primary custodians) retain ownership of their GIS data sets, but agree to share it with other Consortium members for free or, at most, for the cost of copying it; and
- Users of the GIS data (secondary custodians) pass updates, corrections, and revisions back to the creators of the data set, resulting in improved data quality.

Computerized geographic data that is created, collected, processed, disseminated, and stored by public agencies in Athens/Limestone County, Alabama is a valuable information resource. This agreement will facilitate the sharing of Geographic Information System (GIS) data and improve access to computerized geographic data across all levels of government.

## MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 18, 2019

This agreement encourages public agencies to share in the creation, use, and maintenance of GIS datasets at the least possible cost, while providing citizens, and other data users easy access to this resource when appropriate. In addition, it is designed to:

- Reduce costs and duplication of effort;
- Increase awareness of the availability of existing datasets;
- Ensure the completeness and accuracy of information describing the datasets (metadata);
- Ensure adherence to data standards;
- Improve the quality of data;
- Ensure consistent and enhance access to data;
- Provide public access to information where appropriate; and
- Facilitate coordination of GIS data gathering, maintenance, and sharing among State, Regional, County, and Local Agency users.

To achieve our goals, members mutually pledge to:

- 1) Share the benefits of data sharing through policies, standards, and services that maintain and promote the broadest possible access to the best available data and information resources while supporting the vitality of the geospatial industry.
- 2) Make assessable whenever feasible, all geospatial data suitable for use by the consortium members
- 3) Establish strategic partnerships to develop and deploy geospatial applications through collaborations involving agencies throughout the state.
- 4) Collaborate with other consortium members in seeking additional funding for accumulation of geospatial data.
- 5) Facilitate cooperation between state and local governments and industry in geospatial data through cost sharing.
- 6) Add additional members that are approved by the Consortium.
- 7) Support compliance testing of proposed new software and hardware to insure that new software and equipment will be fully compatible with data being shared within the Consortium. Sample data sets can be made available to perspective software and hardware vendors along with a compliance test procedure.

### **Scope**

Under this MOU, cooperative activities between the Consortium member organizations include, but are not limited to, the exchange of geospatial data and the exchange of technical information and expertise in support of related activities.

As funding allows, the Consortium will establish the infrastructure and procedures necessary to query, collect, receive, archive, access, process, and deliver these data to Consortium member organizations. The consortium will strive to expedite access to data that are contained within the member archives.

### **Governance**

Membership within the Consortium shall include two statuses, member (voting) and affiliate member (non-voting).

Consortium members may be Data distributors (archival and distribution nodes for geospatial data) or Data users. All members are expected to provide access to data and information developed by their respective departments. Data providers will take on the added responsibility of providing public access to data archives where appropriate.

The Consortium is governed by a majority vote of its full members. Each full member shall have an equal vote. Responsibilities and resources shall be distributed according to the guidelines established by the Steering Committee.

The PROJECT MANAGEMENT AGENCY shall be responsible to the GIS Steering Committee for the establishment of the GIS as specified in this MOU.



## MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 18, 2019

The Consortium members shall meet at a minimum of 2 times a year to review the progress of the GIS program, review and revise the project implementation plan, address additional needs of the Consortium. Committees and other ad hoc groups may meet more or less frequently.

### **Responsibilities**

Responsibilities of the member organizations are to:

- Participate in appropriate training programs, workshops, meetings, and seminars.
- Participate in preparation of joint reports, documents, and proposals as determined and agreed to by the members.
- Provide public access to data and information developed for the state/region by Consortium members where not limited by licensing restrictions and where deemed appropriate by the members.
- Data distribution custodians shall implement, operate, and maintain adequate facilities for archiving geospatial data and data products.
- Follow the Bylaws/Principals of Organization as agreed by the Consortium members and the responsible State and Federal Agencies.

### **Steering Committee**

City of Athens: Micah Cochran

Limestone County: Jonathan Yerdon      Alternate: Hunter Daws

Athens Utilities, Electric Dept.: James Gray

Athens Utilities, Gas Dept.: Mason Matthews

Athens Utilities, Water & Wastewater Dept.: Harrison Bauer

Limestone County Water & Sewer Authority: Brent Ledgewood

Athens-Limestone County Emergency Management Communication District (9-1-1):

Brandon Wallace

Alternate: Jackson Miller

Limestone County School Board: Rusty Bates

Athens School Board: Mike O-Rear

### **History**

The first agreement was in effect from October 1<sup>st</sup>, 2004 to October 1<sup>st</sup>, 2007. The second agreement was in effect from October 31<sup>st</sup>, 2007 to October 31<sup>st</sup>, 2010. The third agreement was in effect from October 1<sup>st</sup>, 2012 to October 1<sup>st</sup>, 2015. The previous agreement was in effect from October 1<sup>st</sup>, 2015 to October 1<sup>st</sup>, 2018.

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following CDW, iland Cloud Storage Contract, pending County Attorney approval.

**Will insert.....**

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

## MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 18, 2019

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve the Chairman and County Administrator to work with the County Attorney to prepare notice of termination and demand for possession on the expired Sarrell Dental Lease.

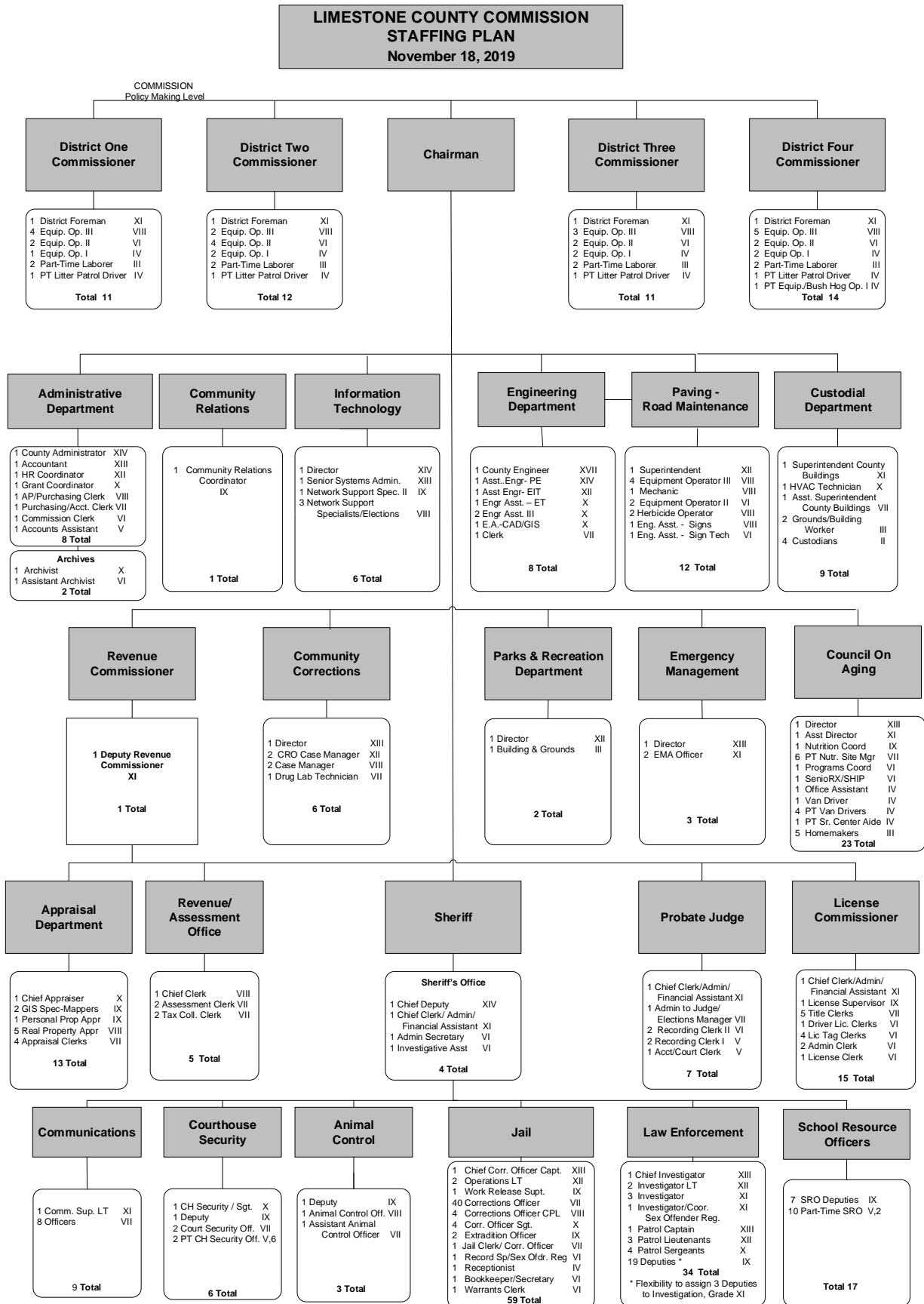
The Chairman asked if there was any discussion. County Attorney Mark Maclin stated the lease expired as of yesterday by its terms. This would be the next step for the Commission to take as far as putting them on direct notice of the expiration of the lease and making a demand for possession. Because of the nature of the business, I can work with the Chairman and County Administrator on giving what we think would be a reasonable amount of time for them to be put on notice and vacate the premises. If they come forward with some proposal going forward that could still be considered as far as getting into some other lease. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Daryl Sammet, aye; and Steve Turner, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Daryl Sammet to approve Family Medical Leave for Christian Frasier beginning November 19, 2019 until December 10, 2019.

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

**MOTION** was made by Daryl Sammet and seconded by Ben Harrison to update the Staffing Plan for District 1: Change to one Equipment Operator 1 & two Equipment Operator 2.

# MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 18, 2019



**MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 18, 2019**

The Chairman asked if there was any discussion. Commissioner Sammet stated this would be to upgrade his staffing plan. The Administrator called the roll. Daryl Sammet, aye; Ben Harrison, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded Daryl Sammet to approve to hire Dustin Gatlin as Equipment Operator 1 in District 2, pending drug screening.

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

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

<b>Name</b>	<b>Position</b>	<b>Effective Date</b>
Jason Carter	Equipment Operator 3	11/02/19
Elizabeth Clark	Recording Clerk II	11/14/19
Tavaris Hines	Deputy	11/03/19
Wendy Johnston	Recording Clerk	11/30/19
Lisa Kellum	Corrections Officer	11/15/19
Jacob Lamar	Corrections Officer	11/01/19
Melissa McGlocklin	License Tag Clerk	11/30/19
Jacquelin McNatt	Corrections Officer Sgt.	11/01/19
Dannie Miller	Foreman – District 2	11/08/19
Rhonda Mitchell	License Tag Clerk	11/03/19
Marcia Pratt	Tag Clerk	11/06/19
Jacob Rupp	Corrections Officer	11/01/19
Caleb Ryan	Deputy	11/19/19
Pat Ryan	Corrections Officer	11/03/19
Alicia Sanders	Human Resource Coordinator	11/19/19
Jeff Sides	Corrections Officer	11/25/19
Fred Sloss III	Chief	11/16/19

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

**MOTION** was made by Jason Black and seconded Steve Turner to approve the following subdivision:

**MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 18, 2019**

<b>Name</b>	<b>S/D Type</b>	<b>Approval Type</b>	<b>Lots</b>	<b>District</b>	<b>Location</b>
Briarpatch Subdivision	Minor	Preliminary & Final	13	2	South side of Ed Ray Rd east of Wells Rd

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve to change the polling location of Beat 6 Box 3 Lester Town Hall from 30306 Lester Road to 30282 Lester Road, effective for the March 2020 Primary Election.

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

**MOTION** was made by Daryl Sammet and seconded by Steve Turner to approve to sell the following on GovDeals:

<b>Department</b>	<b>Item</b>	<b>Serial #</b>
District 1	Husqvarna Mower - Model 960430115	090512A003511

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

Commissioner Sammet said, "I'm glad to get the Event Center over with, and I wish the veterans a lot of luck. I know they will do good with it. They've got the manpower and the ability to make it a good thing for North Alabama."

Commissioner Turner said, "I'd like to thank the veterans too. You know we support you all, have for a long time and we will continue to do so."

Commissioner Black said, "Same way with the vets, I'm glad y'all got it. I really enjoyed being a part of the Veterans Day Parade, to see how many people actually support the veterans. It was a lot of people up and down the same path as we go for the Christmas parade." He reported his district have been making safety improvements around some bridges and repairing guardrails on Huntsville Brownsferry and Ripley Roads. He said starting Wednesday the paving crew will be patching on Shaw and Snakes Roads, and a few other spots.

## MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 18, 2019

Commissioner Harrison said, "I would like to echo what my fellow commissioners have said about transferring the Event Center to the veteran's museum. I'm grateful this has actually come about. I think it's a win-win for both of us." He reported his district has been replacing some culverts on Harris Road and replaced a cross drain on Harris Loop. His crew will be reclaiming Grace Hill Lane and County Line Road. They are getting County Line Road ready to for plant mix during the following season by Lauderdale County, but we'll be doing the prep work, the drainage work and the reclaiming.

Chairman Daly thanked the Veterans and all four Commissioners. He said, "I think it's a good situation. I want to wish you all well and the best of luck."

**MOTION** was made by Ben Harrison and seconded by Jason Black to enter Executive Session to discuss a personnel matter and litigation.

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

Chairman Daly announced there would be no further business after the executive session other than to adjourn. The executive session convened at 10:18 A.M.

Commission Meeting adjourned at 11:23 a.m. until 10:00 a.m. on Wednesday, November 27, 2019, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.