

**MINUTES, LIMESTONE COUNTY COMMISSION, JUNE 20, 2016**

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.

Kelly Howard, from Martin & Cobey Construction, gave an update on the Courthouse renovations and discussed setting of the Judge James Edwin Horton monument.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Stanley Hill and seconded by Jason Black to approve the minutes of June 1, 7 & 14, 2016.

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 Jason Black to approve the following claims

6/03/16	Check # 38861 – 38906	\$ 366,454.20
6/10/16	Check # 38907 – 38976	\$ 603,894.14
6/17/16	Check # 38977 – 39051	<u>\$ 669,719.16</u>
	TOTAL	\$1,640,067.50

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. 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 Ben Harrison to authorize the Chairman to execute the FY 2016 Emergency Management Performance Grant (Number 16EMA), in the amount of \$2,112.00.

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

**MOTION** was made by Ben Harrison and seconded by Stanley Hill to authorize the Chairman to execute the following services contract with Sonya Anthony to act as Grants Coordinator for the Limestone County Commission.

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**SERVICES CONTRACT FOR LIMESTONE COUNTY COMMISSION**

This Services Contract is made and entered into this 20<sup>th</sup> day of June 2016, by and between the Limestone County Commission and Sonya Anthony.

**PURPOSE**

The purpose of this Contract is for Sonya Anthony to act as Grants Coordinator for the Limestone County Commission.

**OBLIGATIONS AND SERVICES**

It is understood that any obligations, services, or other terms of this Contract shall refer to the services to be provided by Sonya Anthony to the Commission Office.

Anthony shall perform the following services and obligations:

- To work as Limestone County Commission Grants Coordinator and report to the County Administrator.
- To follow and do all duties and responsibilities as outlined in the Limestone County Job Description of the Grants Coordinator, and to perform such other services as may from time to time be reasonably requested by the County or the Chairman.
- To provide a time card detailing hours worked on a weekly basis for payment to be made the following Friday.

**COMPENSATION**

The County shall pay Sonya Anthony \$25.00 per hour for time worked or such compensation not to exceed the annual limitation on earnings as allowed an ERS service retired employee, payable in weekly installments, and the County shall reimburse Anthony for required grants related travel and out-of-pocket expenses.

**TERM; TERMINATION**

This contractual agreement will be in effect beginning July 19, 2016 for an unspecified period. This contract may be terminated without cause upon either party giving written notice to the other party of that party's intent to terminate the contract.

**RELATIONSHIP OF THE PARTIES**

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

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

LIMESTONE COUNTY COMMISSION

BY: \_\_\_\_\_  
Mark Yarbrough, Chairman

ATTEST: \_\_\_\_\_  
Pam Ball, Administrator

\_\_\_\_\_  
Sonya Anthony

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

**MOTION** was made by Steve Turner and seconded by Stanley Hill to approve the following leases for the Sheriff's Department for an annual rent of \$1.00 each:

- 2016 Chevrolet Cruze 1G1BC5SM7G7242033
- 2016 Chevrolet Cruze 1G1BC5SM3G7251831

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve the following Authorizing & Approving CDBG Application, and MOU with the Limestone County Water & Sewer Authority to develop water system improvements within and adjacent to the Oakland Community.

**RESOLUTION OF LIMESTONE COUNTY COMMISSION  
AUTHORIZING AND APPROVING APPLICATION  
TO STATE OF ALABAMA (ADECA) CDBG COUNTY FUND**

**WHEREAS**, the Limestone County Commission desires to develop water system improvements within and adjacent to the Oakland Community,

**AND WHEREAS**, grant funding for such water infrastructure is available through the State of Alabama (ADECA) Community Development Block Grant Program,

**AND WHEREAS**, the Limestone County Commission concurs with objectives, needs and program activities proposed therein,

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**NOW, THEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION:**

1. That the Limestone County Commission shall submit an application to the State of Alabama Community Development Block Grant Program for \$350,000.00 in grant funding to develop water system improvements within and adjacent to the Oakland Community.
2. That, should the project be approved, the Limestone County Commission shall pledge \$844,000.00 in match funding via the Limestone County Water and Sewer Authority to support the water system improvement project.
3. That the Chairman is duly authorized to sign said application for and act on behalf of the Limestone County Commission and is further authorized to execute all other documents required for application or disbursement of funds to develop water system improvements for the Limestone County Commission.

**ADOPTED THIS THE 20<sup>TH</sup> DAY OF JUNE, 2016.**

**COUNTY SEAL**

**ATTEST:**

\_\_\_\_\_  
County Administrator

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

**Memorandum of Understanding**

This agreement by and between the Limestone County Commission and the Limestone County Water and Sewer Authority this the 20<sup>th</sup> day of June, 2016, is for the purpose of clarifying responsibilities concerning the Limestone County Commission FY 2016 CDBG Application.

The Limestone County Water and Sewer Authority hereby agrees to be responsible for the following, should the project be funded:

- I. Compliance with all applicable guidelines, regulations, and laws throughout the life of the project, from grant award through construction and close-out.
- II. In completing the project, Limestone County Water and Sewer Authority agrees to provide local cash contribution of \$844,000.00.

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- III. Operation and maintenance of the system upon its completion to include collecting revenues and service.
- IV. Limestone County Water and Sewer Authority agrees to allow accessibility of its records and files, for inspection by the Limestone County Commission, State Examiners Office, ADECA, HUD, and other monitoring agencies.
- V. Limestone County Water and Sewer Authority will retain all records for this project for at least five years from the date of the final accepted audit.

The Limestone County Commission hereby agrees to be responsible for the following, should the project be funded:

- I. Compliance with all applicable guidelines, regulations, and laws throughout the life of the project, from grant award through construction and close-out.
- II. At project close-out, the Limestone County Commission will turn over operation and maintenance of the project over to the Limestone County Water and Sewer Authority.
- III. The Limestone County Commission will retain all records for this project for at least five years from the date of the final accepted audit.

Witness/Attest: \_\_\_\_\_

Chairman/President

Limestone County Water and Sewer Authority: \_\_\_\_\_

Witness/Attest: \_\_\_\_\_

Chairman

Limestone County Commission: \_\_\_\_\_

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 Steve Turner to approve award of bid and the following agreement with Premier Structures, Inc. for refurbishment of the Limestone County Archives; restoration/sprinkler system, in the amount of \$311,987.00.

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***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

AGREEMENT made as of the 20<sup>th</sup> day of June in the year 2016.

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

**Limestone County Commission**

Mr. Mark Yarbrough, Chairman  
310 West Washington Street  
Athens, Alabama 35611 Phone:  
(256) 233-6400

and the Contractor:

*(Name, legal status, address and other information)*

**PREMIER STRUCTURES, INC.**

2311 South Hine  
Street Athens, Alabama 35611  
Phone: (256) 232-2092

for the following Project:

*(Name, location and detailed description)*

**A REFURBISHMENT OF THE LIMESTONE COUNTY ARCHIVES**

102 West Washington Street  
Athens, Alabama 35611  
ALDOT Project #TAPOA-TA13(903)

The Architect:

*(Name, legal status, address and other information)*

**UNDERWOOD ASSOCIATES ARCHITECTURE**

601 Johnston Street  
Decatur, Alabama 35601  
Phone: (256) 355-1301

The Owner and Contractor agree as follows.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

#### **Date of commencement to be established by Letter of Notice To Proceed**

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

#### **No Requirement**

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **One hundred eighty** (180) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

#### **No adjustments for early completion**

*(Table Deleted).*

subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

#### **No adjustments**

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## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Three Hundred Eleven Thousand Nine Hundred Eighty Seven Dollars and Zero Cents (\$ 311,987.00 )**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

### **Alternate No. 1: Interior Lighting Upgrade**

**Add: Thirty three thousand, seven hundred seven dollars and zero cents (\$33,707.00)**

### **Alternate No. 2: Replace East Side Deck**

**Add: Eleven thousand nine hundred eighteen dollars and zero cents (\$11,918.00)**

§4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
NA		

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
No Allowances	

## ARTICLES PAYMENTS §

### 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

#### **One Calendar Month**

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **fifth** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **twentieth (20th)** day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **Twenty (20)** days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **ten percent (10 %)**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **ten percent (10 %)**;

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- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**Upon approval by Architect, after project completion reaches 50%, no additional withholdings shall be made.**

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201—2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**30 days**

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Mr. Taz Morell  
711 East Hobbs Street  
Athens, Alabama 35611  
256-867-4957

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007  
 Litigation in a court of competent jurisdiction  
 Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

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§7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Legal Rate Prevailing

§ 8.3 The Owner's representative:

*(Name, address and other information)*

Mark Yarbrough  
310 West Washington Street  
Athens, Alabama 35611  
(256) 233-6400

§ 8.4 The Contractor's representative: *(Name, address and other information)*

Ronnie Britton  
2311 South Hine Street  
Athens, Alabama 35611  
(256) 232-2092

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**No other provisions**

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NA			

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

**Specification Index attached hereto (2 pages)**

*(Table Deleted)*

§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

**Drawing Index attached hereto (1 pages)**

*(Table Deleted)*

§9.1.6 The Addenda, if any:

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Number	Date	Pages
Addendum No. 1	April 12, 2016	1 page
Addendum No. 2	April 15, 2016	2 pages
Addendum No. 3	April 22, 2016	3 pages
Addendum No. 4	April 25, 2016	1 page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§9.1 .7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

**Not Completed**

- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201—2007 provides that bidding requirements such as advertisement or invitation to bid', Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**No Other Documents**

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document (State bonding requirements, if any, and limits of liability for insurance required in Article II of AIA Document A201—2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond and Labor and	\$311,987.00
Material Payment Bond	

This agreement entered into as of the day and year first written above.

**LIMESTONE COUNTY COMMISSION**

**PREMIER STRUCTURES, INC.**

\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
Contractor (Signature)

Mark Yarbrough, Commission Chairman

Dan Mankins, President, Premier Structures, Inc.

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 Jason Black and seconded by Ben Harrison to promote Sabrina Bates to Assistant Director for Council on Aging.

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

**MOTION** was made by Jason Black and seconded by Steve Turner to approve Family Medical Leave for Justin Smith beginning July 18, 2016 and ending August 1, 2016.

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.

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**MOTION** was made by Steve Turner and seconded by Stanley Hill to approve a 25 mph speed limit Jackson Lane in District 2.

The Chairman asked if there was any discussion. Commissioner Turner stated the request was received from a resident of Jackson Lane that has small children. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve the insolvencies, errors, and taxes in litigation for 2015 and uncollected insolvents and taxes in litigation for previous year as presented by Revenue Commissioner's Office.

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 the following Change Orders for Phase III of the Courthouse renovation project; \$18,757.93

- Garber CO #30 – wall repair at the Judges' bench in Courtroom #205. Removed by plumbing contractor to gain access to chase inside wall for new plumbing piping; \$1,322.00
- Garber CO #329 – infill of several rooms in order to make floor levels equal to lobby floor. Rooms Elec/Data 103, Janitor 104, and Janitor 204 were not existing rooms before reconfiguration of rooms; \$1,733.00
- Garber CO #33 – modification of Door L02 that accesses the attic from Stair #2; \$350.00
- Garber CO #34 – reinstall of demolished concrete around the West side of the building. Several contractors had underground work including the Athens Utilities; \$8,499.00
- Garber Time & Material Structural Repair Change Order – final change order associated with the structural repairs to floors and walls along with some requested changes by the Judges; \$8,175.93
- Comfort Group Deductive Change Order – deduction for wall repair cost associated with CO #30 from Garber Construction; (\$1,322.00)

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve an amendment to the Carpenter Technology Project Agreement extending Final Jobs Target Date from July 1, 2016 to January 1, 2018.

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### FIRST AMENDMENT TO PROJECT AGREEMENT

This FIRST AMENDMENT TO PROJECT AGREEMENT (this "Amendment") is made by and among the STATE OF ALABAMA (the "State"), AIDT ("AIDT"), LIMESTONE COUNTY, ALABAMA (the "County"), the CITY OF ATHENS, ALABAMA (by and through its utility operations referred to as "Athens Utilities") (the "City"), LIMESTONE COUNTY WATER AND SEWER AUTHORITY ("LCWSA"), LIMESTONE COUNTY ECONOMIC DEVELOPMENT ASSOCIATION, INC. ("LCEDA," and together with the State, AIDT, the County, the City, and LCWSA, the "Public Authorities"), and CARPENTER TECHNOLOGY CORPORATION (the "Company"), and entered into as of the date on which all of the Parties shall have signed this Amendment and is effective as of February 10, 2012. The State, AIDT, the County, the City, LCWSA, LCEDA, and the Company are each a "Party" to this Amendment and are collectively referred to herein as the "Parties." Capitalized terms not herein otherwise defined shall have the meanings ascribed to them in that certain Project Agreement by and among the Parties dated February 10, 2012 (the "Agreement").

#### RECITALS:

**WHEREAS**, under the Agreement, the Public Authorities committed to provide certain incentives to the Company as inducements for the Company to construct and equip a new Facility and employ at least 200 new Full-Time Employees at the Facility by July 1, 2016; and

**WHEREAS**, the Company has achieved its Capital Commitment by spending approximately \$560 million as of March 31, 2016; and

**WHEREAS**, due to various economic circumstances affecting the entire U.S. steel industry, the Company has been forced to operate the Facility at only 20% of capacity and has employed 177 Full-Time Employees at the Facility as of March 31, 2016; and

**WHEREAS**, due to such circumstances, the Company will not employ at least 200 Full-Time Employees by the July 1, 2016 Final Jobs Target Date, but remains committed to Alabama, Limestone County, the City of Athens, and the surrounding community; and

**WHEREAS**, the Parties desire to enter into this Amendment to extend the Final Jobs Target Date under the Agreement from July 1, 2016 to January 1, 2018 as an inducement for the Company to continue increasing its employment at the Facility.

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

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1. Amendment. The Agreement shall be amended as follows:

Section 1.3 of the Agreement regarding the Company's employment commitment shall be amended by deleting "July 1, 2016" and inserting "January 1, 2018" in lieu thereof.

2. Full Force and Effect. Except as expressly amended hereby, all other terms of the 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.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

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.

Commissioners reported on the following projects:

Commissioner Hill:

- Caution lights at Piney Chapel Elementary School
- Enlarge parking lot at Elkmont High School
- Will finish chip sealing and normal summer bush hogging
- State Line Road joint project with State of Tennessee

Commissioner Turner:

- Bush hogging entire district
- Reed Contracting is working on East Limestone Road

Commissioner Black:

- Trimming trees from sides of roads and picking up trash
- Got final contract with TVA to do work for break water barrier at Cowford Campground

## **MINUTES, LIMESTONE COUNTY COMMISSION, JUNE 20, 2016**

Commissioner Harrison:

- Finished Anderson Road
- Finished Todd Cemetery Road using gravel and manufactured sand to calibrate the chip spreader to see how to improve the surface.
- Commended the Paving Crew
- Persimmon Tree Road work to start this summer
- Parker Road & Baker Hill Road

Recessed at 10:33 a.m. until 10:00 a.m. on Wednesday, June 29, 2016, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.