

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 29, 2017**

The Limestone County Commission reconvened the meeting from March 20, 2017 at 10:00 a.m. today at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.

Present: Stanley Hill, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Mark Yarbrough, Chairman presided.

Limestone County resident Danny Barksdale voiced his concerns about the Rogers Group rock quarry on Gray Road. Mr. Barksdale requested that the Commission reduce the weight limit on Gray Road to force the company to move its entrance to Huntsville Brownsferry Road.

Commissioner Turner stated he will not pursue reducing the weight limit because it would specifically target that company, whose lease does not grant it access to Huntsville Brownsferry Road. He said he will consider reducing the speed limit and installing a three way stop at Newby Road and Gray Road to reduce the risk of accidents as trucks enter and leave the quarry.

**MOTION** was made by Stanley Hill and seconded by Ben Harrison to suspend the Rules of Order to approve the Solid Waste Franchise Agreement.

The Administrator called the roll. Stanley Hill, aye; Ben Harrison, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Steve Turner to approve the following Renewal and Extension of Solid Waste Franchise Agreement with CCS Garbage, Inc.

**STATE OF ALABAMA  
COUNTY OF LIMESTONE**

**RENEWAL AND EXTENSION OF  
SOLID WASTE FRANCHISE AGREEMENT**

COMES NOW Limestone County, Alabama, (hereinafter called the "Grantor"), and CCS Garbage, Inc., (hereinafter called "Grantee"), effective as of this the 29<sup>th</sup> day of March, 2017, and hereby agree to renew that certain Solid Waste Franchise Agreement (herein after the "Agreement") originally entered into between Grantor and Grantee on April 1, 2005, with said agreement having been renewed in successive terms of three (3) years each thereafter, with the most recent renewal being effective April 1, 2014, and expiring on March 31, 2017, as follows:

1. The term of the Agreement is hereby renewed and extended for a period of three (3) years from the 1st day of April, 2017, pursuant to the provisions of Section 2 of the Agreement.

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 29, 2017**

2. The parties further agree that Section 10(b) of the Agreement is hereby amended in its entirety and shall hereby read and be effective as follows:

10.(b) In the event that the disposal fee (also commonly referred to as the tipping fee or the gate fee) at any disposal site is increased or decreased during the term of this Franchise Agreement such that same shall have increased or decreased to an extent beyond that reasonably contemplated by either party in the making of this Franchise Agreement, the Grantor and Grantee shall negotiate an adjustment in the rate payable from Grantor to Grantee under Section 10(a) to account for same and to provide for a measure of compensation to Grantee consistent with the net of that realized by Grantee during the life of the Franchise Agreement. In the event an increase or decrease is agreed upon, said increase or decrease shall become effective the first day of the calendar month immediately following approval by the Limestone County Commission unless otherwise agreed by the parties. If an increase or decrease is not agreed upon between Grantor and Grantee, Grantor shall have the option to terminate this Franchise Agreement upon thirty (30) days' notice to Grantee, though, subject to termination under any other provision in this Franchise Agreement, no such termination under this provision by Grantor shall be effective before September 30, 2017.

3. Except as hereby renewed, extended and modified, the Agreement made and entered into as of April 1, 2005, as heretofore renewed and extended, shall remain in full force and effect as to all terms and conditions therein contained, including, but in no way limited to, that same shall be subject to cancellation if determined to be in violation of any law, rule or regulation of the State of Alabama, or any agency thereof, in whole or in part, or to be beyond or outside the authority of Grantor to make, extend, and/or renew said Agreement, in whole or in part.

IN WITNESS WHEREOF, Grantor has caused this Renewal and Extension to be executed by Mark Yarbrough, Chairman of the Limestone County Commission, who is thereunto duly authorized, and Grantee has caused the same to be executed by its President, who Grantee says and represents is duly authorized to execute same, effective as of the date first above written.

Limestone County Commission

By: \_\_\_\_\_  
Mark Yarbrough, Chairman

CCS Garbage, Inc.

By: \_\_\_\_\_  
Steve Gatlin, President

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 29, 2017**

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.

Items were discussed for the April 3, 2017 agenda.

Adjourned at 10:37 a.m.