

July 14, 2025

STATE OF ALABAMA,
LIMESTONE COUNTY,
CITY OF ATHENS.

The City Council of the City of Athens, Alabama met in regular session at the Athens Municipal Building, 200 Hobbs Street West, Athens, Alabama, on July 14, 2025 at 4:30 p.m. The meeting was called to order by Councilman James E. Lucas, President of the City Council. Upon roll call, the following were found to be present: Councilmembers Chris Seibert, Harold Wales, James E. Lucas, Dana Henry and Wayne Harper. Annette Barnes-Threet, City Clerk, was present and recorded the minutes of the meeting. Councilman Harper offered the invocation. Mayor Marks led the Pledge of Allegiance. The Chairperson stated that a quorum was present and that the meeting was open for transaction of business.

The Chairperson stated that the Minutes of the June 16, 2025 and June 23, 2025 City Council Meetings and Work Session Meetings had been submitted for approval. Councilman Seibert moved that the reading of the Minutes be suspended and that the Minutes be approved as recorded. The motion was seconded by Councilman Harper and was unanimously carried.

Mayor Marks announced that Boots on the Ground will be held on Friday night, June 18th and Velcro Pygmies will be performing on the Square on Friday, June 25th. He also announced that the 10U girls softball team from Limestone County and Athens Bible School won the World Series in Hoover, Alabama. The Mayor noted that the Athens Gators Swim Team placed second in a recent event.

Council President Lucas opened the floor for public comments regarding agenda items.

Amanda Schulte, 1036 West Washington Street, Athens, addressed Mayor Marks regarding the resolution to set a public hearing for the regular meeting on September 8, 2025 to consider the request of Ken Garner to rezone +/- 33.4 acres of property located directly south of Roy Long Road East and approximately 3,600' west of U.S. Highway 31 South, (Parcel #: 44-10-09-29-0-000-002.000) from M-1 (Light Industrial District) to R-1-3 (High Density Single Family Residential District) within the corporate limits of the City of Athens. Mrs. Schulte asked if there was a plan in place concerning the traffic from Roy Long Road to US Hwy 31 and about utilities. Mayor Marks stated that those concerns would be addressed during the public hearing on September 8th, 2025.

Mark Wilson, 18066 North Jefferson Street, Athens, addressed Mayor Marks and the City Council regarding sidewalks in town. Mr. Wilson stated that there were several sidewalks that are not ADA compliant. Mayor Marks stated that he would be happy to address the ones that are the most critical and that money is set aside every year for sidewalk repairs. Mr. Wilson remarked that they are all critical and that his neighborhood is always neglected.

Councilman Seibert introduced the following resolutions:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, AL, to approve the following applicant, for a "Retail Beer and Wine Off Premises Only", alcohol license. It is our opinion that the business has met the requirements of the City of Athens' alcohol ordinance.

Business Name: Jaysheeram Inc.
DBA: Exxon
Address: 1846 Brownsferry Street
Athens, AL 35611

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to set a public hearing for the regular meeting on September 8, 2025 to consider the request of Ken Garner to rezone +/- 33.4 acres of property located directly south of Roy Long Road East and approximately 3,600' west of U.S. Highway 31 South, (Parcel #: 44-10-09-29-0-000-002.000) from M-1 (Light Industrial District) to R-1-3 (High Density Single Family Residential District) within the corporate limits of the City of Athens.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA to approve a 2025 Ford F150 Super Crew 4x4 Pickup from Stivers Ford Lincoln Company to be purchased through State Contract T191, Contract# MA220000003128-15, at a cost not to exceed \$44,746.00. This purchase is to be funded from the existing Sanitation Department Operational Capital Account line item.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA to approve a 2025 Ford F150 Super Cab 4x4 Pickup from Stivers Ford Lincoln Company to be purchased through State Contract T19, Contract# MA220000003128-13, at a cost not to exceed \$43,502.00. This purchase is to be funded from the existing Sanitation Department Operational Capital Account line item.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA at its regular meeting on July 14th, 2025 at 4:30 P.M., to approve the purchase of a 25 ft., low profile trailer from Wholesale Trailer Sales and Rental, Fayetteville, TN for a price of \$17,325.00.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA at its regular meeting on July 14th, 2025 at 4:30 P.M., to approve the purchase of two (2) 2026 Dodge Ram 2500 Crew Cab pickup trucks from Stivers Chrysler Dodge, Prattville, Alabama, through the State of Alabama Division of Purchasing Vehicle Contract #220000003316-9, for a price of \$50,620.00 each. This expenditure is included in the Electric Department's FY2026 Capital Expense Budget.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the purchase of a Kubota Z700 60" zero turn mower from H & R Equipment through the Sourcewell contract, at a cost not to exceed \$13,250.00. This purchase shall be funded from the Street Department's existing capital expenditure fund.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the purchase of equipment for one (1) police vehicle and installation of equipment from Haynes Emergency Lighting for the amount of \$8,347.11. Funding for this purchase will be from the Police Department's existing capital expenditure account.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to declare a 2005 Ford F-350 (VIN# 1FDWF36585EB62445), a 2007 Ford F-150 (VIN# 3GCUAED7PG364526), and a 2001 Ford F-350 (VIN# 1FDWX36F71EB93167) as surplus property for the Water Services Department.

RESOLUTION NUMBER 2025 - 2090

WHEREAS, AT&T has requested to co-locate/install their equipment on an existing telecommunications facility located at 154 East Elm Street, Athens, AL to provide wireless services within the corporate limits of the City of Athens, and;

WHEREAS, AT&T has complied with the City's Ordinance No. 1999-1320 and has demonstrated the need for the modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and AT&T customers in Athens will benefit from improved service; and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a conditional Special Use Permit for the co-location/installation at this facility located at 154 East Elm Street, Athens, AL, which consists of a 200' guyed tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Athens, Alabama, that AT&T is hereby granted a Special Use Permit to co-locate/install their equipment at 154 East Elm Street, Athens, AL. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. Prior to the issuance of the building permit or its equivalent, AT&T or the tower owner shall submit to the City for review and approval, a signed lease or right to proceed document between the tower owner and AT&T.
2. Prior to the issuance of the building permit or its equivalent, AT&T or the tower owner shall submit to the City for review and approval, amended construction drawings with correct code compliance reference.
3. Prior to the issuance of the building permit or its equivalent, AT&T or the tower owner shall submit to the City for review and approval, amended structural analysis with correct code compliance reference.
4. Prior to the issuance of the building permit or its equivalent, AT&T or the tower owner shall submit to the City for review and approval, the effective radiated power (ERP) for all proposed antennas.
5. Prior to the issuance of the building permit or its equivalent, AT&T or the tower owner shall submit to the City for review and approval, the call signs for all frequencies proposed at this facility.
6. Prior to the issuance of the building permit or its equivalent, AT&T or the tower owner shall submit to the City for review and approval, a certificate of insurance for AT&T.
7. To prevent warehousing of permits or authorizations and to ensure the best service to the City's residents as expeditiously as possible, the facility must be built, activated, and be providing service *no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City*. AT&T may petition the City for an extension of this for good cause shown, but the decision whether to grant the extension shall exclusively be the prerogative of the City.
8. AT&T must provide contractor information with a construction schedule to the city and to CMS prior to the issuance of the Building Permit. The contractor must notify the City's consultant for all inspections.
9. At the completion of construction, the Applicant must notify the City's consultant and provide proof that all inspections have been satisfactorily completed, and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
10. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.
11. The provision of the Certificate of Completion for this work shall be a precondition for any future modifications of any kind by this carrier, at this facility.

ADOPTED this 14thrd day of July, 2025.

/s/ James E. Lucas
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes
CITY CLERK, CITY OF ATHENS, ALABAMA

The motion was seconded by Councilman Wales and was unanimously carried.

Councilman Harper introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the following travel/education expenses for the Gas Services Department:

Dana Henry	ANGA Annual Conference Savannah, GA June 7 th -11th, 2025	\$ 452.53
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The motion was seconded by Councilman Seibert and was carried with four yeas and one abstention by Councilwoman Henry.

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the following travel/education expenses for the Gas Services Department:

Chris Seibert	ANGA Annual Conference Savannah, GA June 7 th -11th, 2025	\$ 862.53
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The motion was seconded by Councilman Harper and was carried with four yeas and one abstention by Councilman Seibert.

Councilman Seibert introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the following travel/education expenses for the Gas Services Department:

Johnette Whitmire	ANGA Annual Conference Savannah, GA June 7 th -11th, 2025	\$ 507.45
Wayne Harper	ANGA Annual Conference Savannah, GA June 7 th -11th, 2025	\$ 546.00

The motion was seconded by Councilman Wales and was carried with four yeas and one abstention by Councilman Harper.

Councilwoman Henry introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the following travel/education expenses for the Gas Services Department:

James Lucas	ANGA Annual Conference Savannah, GA June 7 th -11 th , 2025	\$ 958.38
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The motion was seconded by Councilman Harper and was carried with four yeas and one abstention by Council President Lucas.

Councilman Wales introduced the following ordinance:

ORDINANCE NUMBER 2025 - 2377

**AN ORDINANCE FURTHER AMENDING A CONTRACT REGARDING
THE SALE OF REAL PROPERTY IN THE NORTH ELM
INDUSTRIAL PARK**

WHEREAS, the City Council previously approved, by Ordinance #2024-2315, a contract for the sale of certain real property along Wilkinson Drive to Minglehoff's, Inc. (the "Buyer") for industrial use; and

WHEREAS, the Buyer has had some issues with its due diligence vendors, and has requested another extension of time to complete due diligence efforts relating to the Buyer's environmental testing of the property.

THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, while in session on July 14TH, 2025 at 4:30PM, as follows:

Section 1. The Mayor, on behalf of the City of Athens, from time to time, is authorized to extend the due diligence period in the contract with the Buyer for a period up until December 31, 2025, and to amend the contract from time to time to provide for such extension.

Section 2. The Mayor is authorized to take actions and execute such other and further documents as may be necessary to effect and carry out the transactions contemplated by this Ordinance.

ADOPTED this the 14th day of July, 2025.

/s/ James E. Lucas
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes

CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Harper moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Seibert, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Harper seconded the motion to adopt the ordinance. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

Councilman Harper introduced the following ordinance:

ORDINANCE NUMBER 2025 - 2378

ORDINANCE AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY ALONG EDGEWOOD ROAD FOR AGRICULTURAL USE

WHEREAS, in 2024, the City of Athens purchased certain real property located on Edgewood Road in Limestone County, and temporarily leased that land to Keith C. Harbin (the farmer who rented the land from the prior owner);

WHEREAS, the City desires to continue to temporarily lease that land for agricultural use, until it is needed for other uses by the City;

WHEREAS, such property contains approximately 62 acres of workable, non-irrigated cropland;

WHEREAS, it is expressly understood that such property is held subject to being discontinued at any time due to the City's need for the use of the property for some municipal or public purpose;

WHEREAS, the City Council finds that the proposed consideration for the lease of the property (\$100.00 per acre of cropland per year) is fair and adequate, especially considering that the lease will be subject to termination at any time at the discretion of the City;

WHEREAS, the real property is not presently needed for public or municipal purposes of the City; and

WHEREAS, the lease of said real estate for agricultural purposes, until the property is needed for public or municipal purposes, will serve the best interests the City.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, while in regular session on July 14TH, 2025, at 4:30 p.m., as follows:

1. The Mayor is authorized, on behalf of the City of Athens, to continue the lease of certain real property, described hereafter, to Keith C. Harbin Farms, LLC via a written lease agreement, upon the following terms: (i) the property shall be used for agricultural purposes; (ii) a lease term ending on December 31, 2026, with an annual rent of equating to \$516.67 per month; (iii) the City's right to immediately terminate the lease if the property is needed for municipal or public purposes; (iv) a restriction on the tenant's alterations or improvements to the property without the City's consent; (v) the City's right to indemnification from claims arising from the tenant's use of the property; (vi) a requirement that the tenant maintain adequate insurance covering the property; and (vii) such other and additional terms as the Mayor deems necessary.

2. The real property to be leased pursuant to this Ordinance is generally described as lying adjacent to Edgewood Road on Tax Parcels #07-09-31-4-000-002.001, #07-09-31-4-000-002.000, and #07-09-31-3-000-001.000, and which consists of workable, non-irrigated cropland.

3. The Mayor may execute such other and further documents as may be necessary to carry out the intent and purpose of this Ordinance.

4. This Ordinance shall become effective upon its adoption as provided by law.

ADOPTED this the 14th day of July, 2025.

/s/ James E. Lucas
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes
CITY CLERK, CITY OF ATHENS, ALABAMA

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

FARM LEASE

This Farm Lease is entered into as of July ____, 2025 (the "Lease") between the City of Athens, Alabama, a municipal corporation ("Landlord") and Keith C. Harbin Farms, LLC ("Tenant").

1. LEASE OF PREMISES. On the terms and conditions set forth below, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the purposes described herein and no other, that certain real property located adjacent to Edgewood Road, in Athens, Limestone County, Alabama, and described in Exhibit A hereto (excluding all portions of the same occupied by mature trees and all portions that have not previously been used for farming or cultivation) that is used for farming, together with any and all improvements, appurtenances, rights, privileges and easements benefitting, belonging or pertaining thereto, "AS IS," "WHERE IS" and "IN ITS

PRESENT CONDITION” (the “Premises”). Landlord and Tenant agree that the Premises contains approximately 62 acres of workable, non-irrigated cropland.

2. BASIC LEASE PROVISIONS.

2.1 Term. The term of this Lease (the “Term”) will commence on June 1, 2025 (the “Commencement Date”), and will terminate at 11:59 p.m. (Central Standard Time) on December 31, 2026, subject to the earlier termination of this Lease in accordance with the terms and conditions contained herein.

2.2 Rent. Tenant shall pay to Landlord rent as follows: Nine Thousand Eight Hundred Sixteen and 67/100 Dollars (\$9,816.67) (the equivalent of \$516.67 per month), payable in advance, for the period of June 1, 2025 through December 31, 2026.

(The above-stated payments are referred to herein as the “Rent”).

2.3 Termination or Modification by Landlord. In its sole and absolute discretion, the Landlord may, at any time, upon giving at least thirty (30) days prior written notice to Tenant, terminate this Lease or modify the Lease to reduce the Premises by the amount or area determined by the Landlord. Upon the effective date set forth in any such notice, this Lease will terminate and have no further force and effect, or the Premises as described by the Lease shall be modified by the Landlord accordingly, at the option of the Landlord. In the event of such Lease termination or modification pursuant to this Section, Landlord shall reimburse Tenant for any loss of crops (if and to the extent that such crops have been planted), in such an amount as is in the reasonable, good faith discretion of Landlord, with respect to the portion of the Premises that will no longer be leased to Tenant. Other than as set forth in the preceding sentence, Landlord shall have no liability to Tenant for any damages or relocation costs incurred by Tenant due to such termination or modification. Further, in the event of a reduction in the amount of the Premises due to a modification of this Lease in accordance with this Section, (i) the then-current annual Rent shall be prorated by the Landlord, in its reasonable and good faith discretion, to reflect the modified Premises area, and (ii) the annual Rent for subsequent years of the Lease shall be adjusted by the Landlord, in its reasonable and good faith discretion, to reflect the modified Premises area.

2.4 Permitted Use. Tenant shall use the Premises only for cultivating land, raising crops, farming and any and all lawful activities directly associated with the foregoing, and shall not use the Premises for any other purpose without the prior written consent of Landlord, such consent to be given in Landlord’s sole discretion.

2.5 Permits/Licenses. Tenant shall apply for, obtain and retain any permits, licenses, or approvals required by applicable governmental authorities necessary or desirable for Tenant’s use of the Premises in accordance with the terms and conditions of this Lease.

2.6 Publication Costs. Tenant acknowledges that Landlord may, pursuant to state law, publish a copy of an Ordinance authorizing and/or relating to this Lease in a newspaper. In such event, Tenant agrees to pay all of Landlord’s costs associated with said publication as additional rent owed hereunder.

3. ALTERATION, IMPROVEMENTS, REPAIRS AND MAINTENANCE.

3.1. Tenant shall not make any alterations or improvements to the Premises or construct any buildings or structures on the Premises (collectively, “Tenant Improvements”) without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole and absolute discretion.

3.2. Tenant shall keep and maintain, or cause to be kept and maintained, the Premises and all improvements thereon in good condition and repair. Tenant shall return and deliver the Premises, including any and all building, fixtures, equipment and other improvements constructed or located thereon, to the Landlord at the expiration or earlier termination of the Term in good condition and repair, ordinary and reasonable wear and tear excepted. Landlord has no responsibility for repairs to or maintenance of the Premises. In the event Tenant does not make any repairs, replacements or other maintenance which it is required to make hereunder, Landlord may (but is not required to), in addition to its other remedies, enter the Premises and make such repairs, replacements or other

maintenance without liability to Tenant for any loss or damage that may occur to Tenant's property or business by reason thereof, and Landlord may assess the costs thereof against the Tenant as additional rent hereunder.

3.3. Tenant shall pay all costs and expenses of any repairs, maintenance or permitted Tenant Improvements and procure and pay for all permits and licenses required in connection with any repairs, maintenance or permitted Tenant Improvements.

3.4. At all times during the Term, title to the Tenant Improvements and all personal property affixed thereto or located therein or on the Premises, and all alterations, changes, additions and accessions thereto, shall be and remain vested in the Tenant. Upon the expiration or earlier termination of the Term, Tenant shall quit and surrender the Premises and title to the Tenant Improvements and such property, alterations, changes, additions and accessions (except for such additions that are usually classified as equipment, furniture or trade fixtures) shall, automatically and without further act on the part of the Tenant or the Landlord, vest in the Landlord. The Tenant's equipment, furniture or trade fixtures are to remain the property of the Tenant and may be removed by the Tenant upon the expiration of this Lease, provided all terms, conditions and covenants of this Lease have been complied with by the Tenant and Tenant repairs any damage to the Premises or any improvements thereon (including any remaining Tenant Improvements) caused by the removal of the same. Landlord may, in Landlord's sole and absolute discretion, require Tenant to remove any Tenant Improvements and to restore the Premises to its original condition prior to the addition of such Tenant Improvements.

4. **TAXES AND ASSESSMENTS.** Landlord shall pay any and all ad valorem taxes and other taxes, fees, charges, assessments or levies ("Taxes") that are levied, confirmed, imposed upon, or become due and payable out of or in respect of, the Premises. Tenant shall pay any Taxes that are levied, confirmed, imposed upon, or become due and payable out of or in respect of the Tenant Improvements or Tenant's equipment, furniture, trade fixtures or personal property, including any increase in Landlord's Taxes attributable to Tenant Improvements.

5. **UTILITIES.** Tenant shall pay for all costs to install and operate any and all utilities and services necessary for Tenant's use of the Premises, including water, gas, heat, light, power, cable, telephone, and trash collection services, if any, supplied to the Premises.

6. **INDEMNIFICATION.**

6.1 Indemnification. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all liability, suits, losses, demands, causes of action, fines, penalties and expense, including reasonable attorney fees and reasonable costs of defense (collectively, "Claims") that Landlord may be caused to suffer or incur arising out of or in any manner connected with Tenant's use of the Premises, breaches of this Lease or failure to comply with applicable laws in the performance of its obligations, including acts of independent contractors, employees, and other third party entities and persons employed by the Tenant. This indemnification obligation includes, but is not limited to, Claims for (i) bodily injury, (ii) property damage, (iii) any failure of the Premises to comply with any environmental protection, pollution, sanitation or safety law as a result of any condition, including latent defects or hazards, and (iv) any liability in tort resulting from any condition existing at the Premises.

6.2 Defense of Claim, etc. If any Claim, action or proceeding is made or brought against Landlord by reason of any event to which reference is made in Section 6.1, then, upon demand by Landlord, Tenant shall resist, defend or satisfy such claim, action or proceeding in Landlord's name, if necessary, by such attorneys as Landlord shall approve. Notwithstanding the foregoing, Landlord may engage its own attorneys to defend it or to assist in its defense and Tenant shall pay the reasonable fees and disbursements of such attorneys of Landlord.

6.3 Survival Clause. The provisions of this Section 6 shall survive the expiration or termination of the Lease.

7. **INSURANCE.** Tenant shall maintain throughout the Term, at Tenant's sole expense:

- i. Public liability insurance and commercial general liability insurance covering the Premises and operations of Tenant having limits of liability of not less than a combined single

limit of liability of \$1,000,000 per occurrence, bodily injury and property damage combined, and \$2,000,000 in the aggregate; and

- ii. Any other insurance in connection with Tenant's use of the Premises as may be reasonably requested by Landlord from time to time.

Such policies must name Landlord as an additional insured and require that the insurer provide Landlord not less than thirty (30) days advance notice in event of cancellation or material change except for in the event of cancellation for non-payment of premium, in which case insurer shall provide Landlord not less than ten (10) days advance notice. On or before the Commencement Date, Tenant shall furnish to Landlord a certificate of insurance as evidence of compliance with this Section. Throughout the Term, Tenant shall, within thirty (30) days after any request by Landlord, provide to Landlord certificates of insurance evidencing compliance with this Section.

8. DEFAULT.

8.1 The following each constitute an Event of Default by Tenant under this Lease:

8.1.1 Failure to pay Rent when due if such failure continues for ten (10) days after the due date.

8.1.2 Failure of Tenant to comply with any term, provision or covenant of this Lease, other than the payment of Rent, if the failure to perform is not cured within thirty (30) days after written notice has been given by Landlord to Tenant; provided, however, Tenant shall not be in default if the failure cannot reasonably be cured within thirty (30) days and Tenant commences to cure within such thirty (30) day period and diligently and in good faith continues to cure the failure.

8.1.3 If Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

8.1.4 If Tenant files a petition (or a petition is filed against Tenant) in bankruptcy or reorganization under any section or chapter of the United States Bankruptcy Code or laws or under any similar law or statute of any State and such petition is not withdrawn or denied within sixty (60) days from the date of filing.

8.1.5 If a receiver or trustee is appointed for all or substantially all of the assets of Tenant and is not removed within sixty (60) days of appointment.

8.1.6 If any statement, representation or warranty by Tenant contained herein is untrue in any material respect at the time it is made.

8.2 Landlord's Remedies. In the event of an Event of Default under this Lease, Landlord may, in addition to any other right or remedy which Landlord may have at law or equity:

8.2.1 Continue this Lease in effect by not terminating the Tenant's right to possession of the Premises, in which event the Landlord may enforce all of its rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due;

8.2.2 Terminate this Lease and accelerate the Rent, in which event Tenant shall pay all Rent then due and payable and surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may dispossess Tenant in any reasonable manner permitted by law; or

8.2.3 After due legal process, to enter upon and take possession of the Premises and expel and remove Tenant and any other person who may be occupying the Premises or any part thereof, and to relet Premises. Landlord shall use commercially reasonable efforts to relet the Premises at fair market rental rates or to otherwise mitigate any damages arising out of a default or breach on the part of Tenant. Tenant

shall pay upon demand the amount of any deficiency between the amount of rent due and payable hereunder and any amounts which Landlord received through reletting, less Landlord's actual and reasonable costs incurred in repossessing and reletting the Premises which will be additional rent due by Tenant.

8.3 Remedies Distinct. Any right or remedy of either party under this Lease and any other right or remedy that either party may have at law, in equity, or otherwise upon any Event of Default or breach of any of either party's obligation hereunder shall be distinct, separate, and cumulative rights or remedies and no right or remedy, whether exercised or not, shall be deemed to be in exclusion of any other.

9. **NO WAIVER.** The waiver by Landlord of any Event of Default shall not be deemed to be a waiver of the future performance and fulfillment of such provision, condition or covenant. No provision, condition, or covenant of this Lease or breach thereof by either party shall be deemed to have been waived unless such waiver is in writing signed by the waiving party.

10. **TENANT'S AFFIRMATIVE OPERATING COVENANTS.** Tenant shall:

- i. cultivate all capable acres of the Premises in a timely, thorough, and farmer-like manner;
- ii. take proper care of, and prevent injury to, all trees on the Premises;
- iii. keep open ditches, tile drains, tile outlets, grass waterways, and terraces on the Premises in good repair;
- iv. follow all applicable regulations and guidelines of the Farm Service Agency;
- v. follow standard disease treatments of all seeds;
- vi. leave or spread on the Premises all corn stocks, straw, or other crop residues grown on the Premises;
- vii. destroy any noxious weeds on the Premises;
- viii. keep trim the weeds and grasses on the roadways adjoining the Premises, including but not limited to areas around utility poles and improvements; and
- ix. comply in all material respects with rules, laws, codes and ordinances as the same pertain to Tenant's use of the Premises.

11. **TENANT'S NEGATIVE OPERATING COVENANTS.** Tenant shall not:

- i. commit or suffer to be committed any waste or nuisance or other act upon the Premises;
- ii. use or allow the Premises or any part thereof to be used or occupied for any unlawful purpose or for any dangerous or noxious trade or business;
- iii. allow any livestock on the Premises without Landlord's prior written consent;
- iv. allow noxious weeds to go to seed on the Premises;
- v. burn materials, crops or other items on the Premises; remove such material from the Premises without Landlord's prior written consent;
- vi. pasture new seedlings of legumes and grasses in the year in which they are seeded without Landlord's prior written consent;

- vii. breakup established watercourses or ditches, or undertake any other operation that will injure the flow of water on the Premises;
- viii. store or park automobiles, motor trucks, equipment, farming implements, tractors or machinery on the Premises without Landlord's prior written consent;
- ix. cut or remove any trees without Landlord's prior written consent; or
- x. establish new areas on the Premises for cultivating or farming, without the Landlord's prior written consent.

12. **LIENS.** The Tenant shall keep the Premises free and clear from any and all liens, claims and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Tenant, provided that in the event that a construction or mechanics lien is filed on the Premises as a result of Tenant's construction of improvements or alterations or repair activity, then Tenant shall remove such lien, by payment, bonding off or other similar action within 30 days of either the Landlord's notice to Tenant or Tenant's actual knowledge that such lien has been filed, whichever is first to occur.

13. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sell or sublease this Lease, the Premises or any rights and privileges hereunder without the prior written consent of Landlord. Notwithstanding any assignment or sublease of the Lease by Tenant, Tenant shall remain liable under the Lease. Any attempted assignment or sublease of the Lease without Landlord's prior written consent shall be null and void.

14. **INSPECTION.** Landlord and Landlord's authorized representatives have the right to enter the Premises at any time for the purpose of inspecting the Premises or exhibiting the Premises to prospective purchasers or mortgagees thereof.

15. **SURRENDER OF PREMISES.** Upon expiration or termination of this Lease, Tenant shall peaceably and quietly yield up and surrender possession of the Premises to Landlord, free of (i) any mortgage, lien, charge, security interest or other encumbrance upon the Premises in any way created by Tenant, its permitted sublessees, successors and assigns and (ii) hazardous waste. Prior to termination of this Lease, Tenant shall remove from the Premises any equipment, furniture, trade fixtures, articles of personal property or other items placed by Tenant on the Premises that are not being retained by Landlord pursuant to Section 3.4. Tenant shall leave the Premises cleared of debris and in a condition suitable for cultivating land, raising crops and farming.

16. **HOLDING OVER.** In the event there is any holding over by Tenant of the Premises after the expiration or termination of this Lease, then all of the terms hereof will remain in full force and effect except that this Lease will operate and be construed as a tenancy from month to month only.

17. **CASUALTY DAMAGE.** If any of the Premises is damaged or destroyed by fire or other casualty or otherwise, Tenant shall promptly proceed with diligence to repair such damage or destruction and restore the Premises to its condition immediately prior to the Commencement Date. Restoration of any Tenant Improvements previously made by Tenant will be at Tenant's sole and absolute discretion. Regardless of the extent of any damages or destruction to the Premises, there shall be no abatement or reduction of Rent or termination of this Lease by reason thereof.

18. **CONDEMNATION.** In the event that the Premises is wholly condemned or taken by eminent domain, this Lease will terminate upon the date of condemnation or taking by eminent domain or upon the date possession is required by the condemning authority, whichever is later, and Rent will be apportioned to such date. In the event of a partial condemnation or taking of the Premises, this Lease will continue in full force and effect with respect to the remaining portion of the Premises and the Rent will be reduced in equal proportion to the percentage of the Premises remaining. Any award will belong to and be paid to Landlord, except that Tenant will receive from the award a sum attributable to the cost of any Tenant Improvements made in accordance with this Lease.

19. **NOTICES.** All notices, approvals and demands permitted or required to be given under this Lease shall be in writing, notwithstanding the inclusion of phone numbers below. Each such notice, request or other

communication shall be considered given and shall be deemed delivered (a) on the date delivered if by personal delivery, electronic mail, or courier service or (b) seventy-two (72) hours after depositing the notice or demand in the United States mail (certified or registered, postage prepaid), addressed to the Landlord or Tenant respectively at the address set forth herein below. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.

If to Landlord:

City of Athens, Alabama
Attention: Mayor
200 West Hobbs Street
Athens, AL 35611

Phone: 256.233.8730
Email: rmarks@athensal.us

If to Tenant:

Keith C. Harbin
20284 AL Highway 99
Athens, AL 35614

Phone: 256-278-1567

Email: _____

With a copy to:

City of Athens, Alabama
Attn: City Clerk
200 West Hobbs Street
Athens, AL 35611

20. MISCELLANEOUS.

20.1 Past Due Amounts. Any amounts due hereunder, if not paid within ten (10) days after the due date by the party from whom they are due, shall bear interest at the interest rate of 1.5% per month (subject to and limited by applicable usury laws) from the date that such amount was due until the time that such amount is paid.

20.2 Amendments. This Lease may not be terminated, amended, supplemented, waived or modified except by a writing signed by both parties.

20.3 Attorneys Fees. If any action or proceeding, including an arbitration proceeding, is brought by either party against the other pertaining to or arising out of this Lease, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action or proceeding, or any appeal or enforcement of such action or proceeding.

20.4 Governing Law and Severability. This Lease shall be governed by and construed in accordance with the laws of Alabama, without regard to its conflicts of law provisions.

20.5 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the fully executed Lease.

20.6 Further Assurances. The parties agree to promptly sign all documents reasonably required to give effect to the provisions of this Lease.

20.7 Prior Agreements. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

20.8 Successors and Assigns. This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

20.9 Construction. This Lease has been negotiated at arm's length and each party has had the opportunity to be represented by legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Lease against the party drafting it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to affect the intent of the parties and the purpose of this Lease. The section headings and captions contained herein are included for convenience only and shall not

be a part hereof or effect in any manner the construction or interpretation hereto. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender, as appropriate.

20.10 Brokerage. Tenant and Landlord mutually represent to each other that, in the negotiation of this Lease, they dealt with no broker(s). Tenant and Landlord hereby indemnify each other against liability arising out of any inaccuracy or alleged inaccuracy of the above representation.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease to be executed by their duly authorized representatives, as applicable, as of the day and year set forth above.

LANDLORD:

CITY OF ATHENS, ALABAMA

Name: William R. Marks
As Its: Mayor

ATTEST:

Annette Barnes-Threet
City Clerk

TENANT:

KEITH C. HARBIN FARMS, LLC

By: _____
Keith C. Harbin
Its: _____

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that William R. Marks, as Mayor of the City of Athens, Alabama, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity aforesaid and with full authority, executed the same voluntarily on the day the same bears date as and for the act of said municipal corporation.

Given under my hand and official notarial seal this ____ day of _____, 2025.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC, County of Limestone,
State of Alabama
My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

I, the undersigned authority, a Notary Public in and for the State of Alabama, at Large, hereby certify that Keith C. Harbin, whose name as an authorized agent of Keith C. Harbin Farms, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this _____ day of _____, 2025.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC, County of Limestone,
State of Alabama
My Commission Expires: _____

EXHIBIT A
Description of Leased Property

A TRACT OF LAND BEING SITUATED IN THE SOUTH HALF OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 WEST, IN LIMESTONE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8 INCH CAPPED IRON PIN STAMPED "COFFMAN" SITUATED ON THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 WEST, IN LIMESTONE COUNTY, ALABAMA, SAID FOUND CAPPED IRON PIN ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 89°03'37" EAST AT A DISTANCE OF 1264.77 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION TO A SET 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" SITUATED ON THE WESTERN RIGHT OF WAY OF EDGEWOOD ROAD; THENCE ALONG SAID RIGHT OF WAY RUN SOUTH 33°13'59" EAST AT A DISTANCE OF 103.13 FEET TO A SET 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" ON THE EASTERN BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 WEST; THENCE ALONG SAID EASTERN BOUNDARY RUN SOUTH 00°08'06" WEST AT A DISTANCE OF 1163.65 FEET TO A SET 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" SITUATED ON THE NORTHERN BOUNDARY OF GARTH ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK D PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE ALONG THE NORTHERN BOUNDARY OF SAID SUBDIVISION RUN SOUTH 89°42'25" WEST AT A DISTANCE OF 1321.40 FEET TO A SET 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" AT A FENCE CORNER ON THE NORTHEAST CORNER OF MEADOWBROOK SUBDIVISION AS RECORDED IN PLAT BOOK D PAGE 95, IN SAID PROBATE OFFICE; THENCE ALONG AN EXISTING FENCE LINE AND THE NORTHERN BOUNDARY OF SAID SUBDIVISION RUN SOUTH 89°46'46" WEST AT A DISTANCE OF 2017.55 FEET TO A SET 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" AT AN EXISTING FENCE CORNER, PASSING A FOUND CRIMPED PIPE AT THE NORTHWEST CORNER OF SAID MEADOWBROOK SUBDIVISION AT A DISTANCE OF 1472.48 FEET; THENCE ALONG AN EXISTING FENCE LINE RUN NORTH 00°12'12" EAST AT A DISTANCE OF 1317.84 FEET TO SET 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-

LS" ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 31; THENCE ALONG SAID SECTION LINE RUN SOUTH 89°04'19" EAST AT A DISTANCE OF 2016.14 FEET TO THE POINT OF BEGINNING, PASSING A FOUND 5/8 INCH CAPPED IRON PIN STAMPED "COFFMAN" AT A DISTANCE OF 1370.18 FEET.

SAID TRACT CONTAINS 98.34 ACRES, MORE OR LESS.

AND

being in the County of Limestone State of Alabama:

A TRACT OF LAND BEING SITUATED IN THE SOUTH HALF OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 WEST, IN LIMESTONE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8 INCH CAPPED IRON PIN STAMPED "COFFMAN" SITUATED ON THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 WEST, IN LIMESTONE COUNTY, ALABAMA; THENCE RUN SOUTH 89°03'37" EAST AT A DISTANCE OF 1264.77 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION TO A SET 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" SITUATED ON THE WESTERN RIGHT OF WAY OF EDGEWOOD ROAD; THENCE ALONG SAID RIGHT OF WAY RUN SOUTH 33°13'59" EAST AT A DISTANCE OF 103.13 FEET TO A SET 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" ON THE EASTERN BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAID SET CAPPED IRON PIN ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT OF WAY RUN SOUTH 33°13'59" EAST AT A DISTANCE OF 1177.84 FEET TO A SET 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS"; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 07°48'33" WEST AT A DISTANCE OF 176.90 FEET TO A FOUND IRON PIN SITUATED ON THE NORTHEAST CORNER OF TRACT 8 OF GARTH ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK D PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION RUN SOUTH 89°42'25" WEST AT A DISTANCE OF 624.22 FEET TO A SET 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" ON THE EASTERN BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 WEST; THENCE ALONG SAID EASTERN BOUNDARY RUN NORTH 00°08'06" EAST AT A DISTANCE OF 1163.65 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 9.91 ACRES, MORE OR LESS

Councilmember Henry moved that unanimous consent be given for immediate consideration of and action on said ordinance, which motion was seconded by Councilmember Seibert, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried. Councilmember Wales seconded the motion to adopt the ordinance. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

Councilman Wales introduced the following resolution:

RESOLUTION

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA at its regular meeting on July 14th, 2025 at 4:30 P.M., as follows:

1. The Electric Services Director is authorized to accept the low bid of \$2,007,795 from Virginia Transformer Corporation for the (1) 161-46kV substation auto-transformer for the Athens Utilities Belle Mina electric substations.
2. The costs/expenses related to this Resolution shall be paid from the following fund of the City of Athens 2022 Warrant Fund.

Councilmember Harper moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Seibert, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Henry seconded the motion to adopt the resolution. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilman Seibert introduced the following resolution:

RESOLUTION

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA at its regular meeting on July 14th, 2025 at 4:30 P.M., as follows:

1. The Electric Services Director is authorized to accept the low bid of \$2,125,670 from Virginia Transformer Corporation for the (1) 161-12.47kV substation power transformer for the Athens Utilities Belle Mina electric substation.
2. The costs/expenses related to this Resolution shall be paid from the following fund of the City of Athens 2022 Warrant Fund.

Councilmember Wales moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Harper, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Harper seconded the motion to adopt the resolution. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilwoman Henry introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve a contract with Alta, not to exceed \$423,275.00, for design development, construction documents and construction

administrative services for full renovation of Swan Creek Park, pending grant approval, to be funded from the proceeds of the 2024 General Obligation Warrants.

Councilmember Harper moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Seibert, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Wales seconded the motion to adopt the resolution. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve a contract with AMBL Studios, not to exceed \$215,155.00, for architectural services related to the Swan Creek Park renovation project, pending grant approval, to be funded from the proceeds of the 2024 General Obligation Warrants.

Councilmember Seibert moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Harper, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Henry seconded the motion to adopt the resolution. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilwoman Henry introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve a contract, not to exceed \$55,200.00, with Alta to administer certain aspects of construction at Sunrise Park on an on-call basis, to be funded from the proceeds of the 2024 General Obligation Warrants.

Councilmember Harper moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Seibert, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Wales seconded the motion to adopt the resolution. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilman Wales introduced the following resolution:

RESOLUTION NUMBER 2025 - 2091

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to allow the City Engineer to amend the annual paving contract to include paving on Nick Davis for repairs near the entrance of Whisper Woods and Henderson Estates, in an amount not to exceed \$55,000 to be funded by the Gas Tax.

ADOPTED and APPROVED this, the 14th day of July, 2025.

/s/ James E. Lucas
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes
CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Harper moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Seibert, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Seibert seconded the motion to adopt the resolution. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilman Harper introduced the following resolution:

RESOLUTION NUMBER 2025 - 2092

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to allow the City Engineer to apply for the 2026 Local Roads Safety Initiative for the amount of \$80,000 with a 10% match of \$8,000 for the following locations, funded by the Gas Tax:

- Hine St (Intersection at Moyers Rd)
- Sanderfer Rd (Intersection at US-31 & Lucas Ferry Rd)
- Elkton Rd (Elm to City Limit)
- Edgewood Rd (Elm to City Limit)

ADOPTED and APPROVED this, the 14TH day of July, 2025.

/s/ James E. Lucas
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes
CITY CLERK, CITY OF ATHENS, ALABAMA

The motion was seconded by Councilwoman Henry and was unanimously carried.

Councilman Wales introduced the following resolution:

RESOLUTION NUMBER 2025 - 2093

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to enter into a design agreement with Krebs Engineering for Phase One of the Strain Road Rehabilitation Project for the following amount not to exceed \$165,000, funded by the ARPA grant via ADEM.

ADOPTED and APPROVED this, the 14TH day of July, 2025.

/s/ James E. Lucas
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ William R. Marks
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ Annette Barnes
CITY CLERK, CITY OF ATHENS, ALABAMA

Councilmember Seibert moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Harper, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Seibert seconded the motion to adopt the resolution. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilwoman Henry introduced the following resolution:

RESOLUTION NUMBER 2025 - 2094

A RESOLUTION APPROVING FORMATION OF NORTH ALABAMA PUBLIC ENERGY DISTRICT, A COOPERATIVE DISTRICT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA on July 14TH, 2025 at 4:30 p.m., as follows:

1. The City Council of the City of Athens, Alabama, having considered the application of Wes Kelley, Jim Green, Jr., and Braxton Guinn to form North Alabama Public Energy District, A Cooperative District, as a capital improvement cooperative district organized pursuant to Section 11-99B-1, *et seq.*, *Code of Alabama* (1975), as amended, does hereby declare that it is wise, expedient, and necessary that the proposed district be formed and does further declare that upon approval of this resolution and like resolutions of The Water Works, Sewer and Gas Board of the City of Scottsboro and the City of Huntsville, the applicants may form North Alabama Public Energy District, A Cooperative District by filing same, along with the required Certificate of Incorporation, with the appropriate authorities.

2. The City Council of the City of Athens, Alabama, does hereby appoint Braxton Guinn as the City of Athens's initial director on the Board of Directors for the new district, once formed.

ADOPTED this the 14TH day of July, 2025.

/s/ James E. Lucas
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

The motion was seconded by Councilman Seibert and was unanimously carried.

Councilwoman Henry introduced the following resolution:

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, at its meeting on July 14, 2025, that the Council authorizes the amount of \$24,732.65 for four SmartLevel™ units from SmartCover Systems, and the Water Services Director, for and on behalf of the City of Athens, is authorized to purchase these items.

Councilmember Harper moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Seibert, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Wales seconded the motion to adopt the resolution. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilman Harper introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA to approve the purchase of a 5 ton HVAC unit to replace an existing unit at the Athens Activities Center. The unit is to be purchased from Bobby Terry Company at a cost not to exceed \$18,000 and is to be funded through a FY 2025 budget amendment to line item 100.510.81201, Building Maintenance, Athens Activities Center.

Councilmember Seibert moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Wales, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Henry seconded the motion to adopt the resolution. Upon the said motion being put to vote, the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, Henry and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Council President Lucas opened the floor for general public comment on matters pertinent to City business.

Amanda Schulte, 1036 West Washington Street, Athens, addressed the City Council and Mayor Marks regarding projected maintenance and upkeep at the future Sunrise Park. Mayor Marks stated that there wasn't any way to know that information at this time. Mrs. Schulte then asked if there was any discussion regarding the City taking over the pool at the Wellness Center. Mayor Marks remarked that the hospital staff had stated that the pool is unrepairable. The Mayor noted that many factors need to be considered for a new pool to be built.

Justin Sampieri, 17722 Owens Street, Athens, addressed the City Council and thanked them for attending Athens Gators recent district swim meet. Mr. Sampieri stated that they have formed a committee and have a meeting with the Mayor next week and he is hopeful to provide them information soon. He invited the Council to their upcoming swim banquet at the City pool.

Bill Davis, 201 Utah Street, Athens, addressed the City Council regarding a four-way stop at the intersection of Cloverleaf Drive and Utah Street. Mr. Davis stated that he believes that if the flow of traffic is stopped, it will cause a problem with residents trying to leave their driveways.

Kim MacLennan, 1309 N. Houston Street, Athens, addressed the City Council and thanked them for approving the new HVAC unit for the Activity Center. Ms. MacLennan expressed her displeasure with the City website, stating that it is difficult to navigate. She also remarked that the north side of town could be kept better with more code enforcement.

Janet Hunt, 1100 Jackson Drive, Athens, addressed the City Council regarding security at the Wellness Center. Ms. Hunt stated that she has reported the door being unlocked many times to Huntsville Hospital and doesn't get a resolution. She asked the City of Athens for help. Mayor Marks noted that the City of Athens isn't responsible for the building but is responsible for public safety and advised her to continue to call and report it.

Tim Colling, 22686 Regent Drive, Athens, addressed the City Council and read a statement of concern. Mr. Colling stated that the citizens of Athens deserve transparency from city government.

* * *

There being no further business to come before the meeting, Councilman Wales made a motion to adjourn the meeting and was seconded by Councilman Seibert. The meeting was duly and properly adjourned.

/s/ James E. Lucas
PRESIDENT, CITY COUNCIL

/s/Annette Barnes-Threet
CITY CLERK