

October 10, 2022

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 October 10, 2022 at 4:30 p.m. The meeting was called to order by Councilman Chris Seibert, President of the City Council. Upon roll call, the following were found to be present: Councilmembers Chris Seibert, Harold Wales, James E. Lucas, and Wayne Harper. Councilwoman Henry was absent. Annette Barnes-Threet, City Clerk, was present and recorded the minutes of the meeting. Harold Wales 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 September 26, 2022 City Council Meeting had been submitted for approval. Councilman Wales 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. The Chairperson stated that the Minutes of the September 26, 2022 City Council Work Session Meeting had been submitted for approval. Councilman Wales 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 formally invited the City Council members and the public to attend the Special Planning Commission meeting on Monday, November 7, 2022 at 5:30pm in the City Council Chambers. The Planning Commission is considering the adoption of a new master plan for the City of Athens. Any member of the public is welcome to attend and address the Planning Commission concerning the proposed master plan. The Mayor announced that the Veteran's Day Parade will take place on November 5th, 2022 and the Veteran's Day program will take place on November 10th, 2022 at 9am at Athens High School in the gymnasium.

Councilman Lucas stated that he held a community meeting for the residents of District 3. Mr. Lucas remarked that there were some citizens that had concerns and that he informed them that he would work to get answers.

Councilman Harper asked if CSX had notified anyone that they would be doing work on several of the crossings on Saturday, October 8th, 2022 and stated that it could have caused a problem for fire trucks and ambulances.

Council President Seibert echoed Mayor Marks' remarks.

PUBLIC HEARING RELATING TO A PROPOSED ORDINANCE TO REZONE +/-1.095 ACRES FROM R-1-1 (LOW DENSITY RESIDENTIAL ZONING DISTRICT) TO B-2 (GENERAL BUSINESS ZONING DISTRICT) LOCATED ON THE NORTHEAST CORNER OF US HWY 72 EAST AND SWEETLAND ROAD, WITHIN THE CORPORATE LIMITS OF THE CITY OF ATHENS

Paige Parker, Engineering Services and Community Development Department, addressed the City Council regarding the rezone and stated that the Planning Commission and staff have recommended approval.

The public hearing was closed.

Councilman Harper introduced the following ordinance:

AN ORDINANCE TO REZONE +/- 1.095 ACRES FROM R-1-1 (LOW DENSITY RESIDENTIAL ZONING DISTRICT) TO B-2 (GENERAL BUSINESS ZONING DISTRICT) LOCATED ON THE NORTHEAST CORNER OF US Hwy 72 EAST AND SWEETLAND ROAD, WITHIN THE CORPORATE LIMITS OF THE CITY OF ATHENS.

STATE OF ALABAMA
LIMESTONE COUNTY,
CITY OF ATHENS

ORDINANCE NUMBER 2022 – 2239

WHEREAS, the Planning Commission of the City of Athens, Alabama, has made a recommendation to the City Council of the City of Athens, Alabama, that hereinafter described areas should be rezoned from R-1-1 (Low Density Residential Zoning District) to B-2 (General Business Zoning District).

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, as follows:

That all of the hereinafter described area or real estate is hereby zoned R-1-1 (Low Density Residential Zoning District) in accordance with and defined by "The Zoning Ordinance of the City of Athens, Alabama," and that the area which is zoned as aforesaid is situated in Athens, Limestone County, Alabama, and is more particularly described as follows:

A parcel or tract of land located in the Southeast Quarter of the Southeast Quarter of Section 14, Township 3 South, Range 4 West, Limestone County, Alabama, and being more particularly described as follows: Beginning at the northeast corner of the Southeast Quarter, of the Southeast Quarter of said Section 14 and running thence south a distance of 547.0 feet to the true point of beginning of the herein described real estate; thence run west a distance of 106.5 feet to a point; thence run south 28 degrees 00 minutes west for a distance of 294.5 feet to a point on the north right-of-way of U.S. Highway #72; thence run south 67 degrees 00 minutes east and along the north right-of-way of said highways for a distance of 295.5 feet to a point; thence run north 350.0 feet to the true point of beginning. Said tract contains 1.095 acres, more or less, and is a part of the same real estate conveyed to the grantor herein by deed recorded in Volume 735, Page 572 in the Probate Office of Limestone County, Alabama.

ADOPTED and APPROVED this, the 10th day of October, 2022.

/s/ Chris Seibert
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 Wales moved that unanimous consent be given for immediate consideration of and action on said ordinance, 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, 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 thereupon moved that the ordinance be finally adopted, 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, and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

PUBLIC HEARING TO HEAR COMMENTS CONCERNING THE ZONING APPROVAL FOR THE SALE OF ALCOHOL IN THE CITY OF ATHENS BY LIMESTONE LEGENDS BILLIARDS

No one spoke in favor of or against.

The public hearing was closed.

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the following applicant for a “Retail Beer & Wine Off Premises” alcohol license:

Business Name: Bucees Alabama II LLC
Db: Bucees
Address: 2328 Lindsay Ln S
Athens, AL 35613

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

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to set a public hearing for the regular meeting at 4:30pm on October 24, 2022 to review the request to de-annex +/-3.26 acres of property out of the City, located at 20210 Moyers RD on the south side of Moyers Road, approximately 1,550’ west of US HWY 31.

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

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, that the travel expenses in the following amount be approved for Electric Department Personnel.

Clint Hatchett TVPPA-Substation Maintenance Lab B-Huntsville, AL	\$189.91
Harrison Russell TVPPA-Substation Maintenance Lab B-Huntsville, AL	\$205.27
Brandon Pepper TVPPA-Lineman Apprentice-Operations Lab B-Huntsville, AL	\$ 98.00
Heath Pitman TVPPA-Lineman Apprentice-Operations Lab B-Huntsville, AL	\$136.16
Cody Fox TVPPA-Lineman Apprentice-Operations Lab B-Huntsville, AL	\$ 91.53

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

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 Information Technology Department:

Dale Haymon	Orange Beach GMIS Conference/Mileage July 1, 2022 through September 30, 2022	\$ 509.38
Thomas Rodriguez	Mileage July 1, 2022 through September 30, 2022	\$ 108.75

Seth Siniard	Mileage July 1, 2022 through September 30, 2022	\$ 228.75
Christian McDonald	Mileage July 1, 2022 through September 30, 2022	\$ 255.00

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

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the payment of budgeted travel/education expenses for the specified Water Services employee in the total amount of \$526.91.

Marc Courville (Water Services)	User Group Meeting Tuscaloosa, AL September 28-29, 2022	\$526.91
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The motion was seconded by Councilman Lucas and was unanimously carried.

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the purchase of windscreens for the Swan Creek Tennis Courts from BSN Sports at a cost not to exceed \$4,268 to be funded from the existing Cemetery, Parks and Recreation capital account.

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

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the purchase of One Vermeer Mixing System for the Gas Department and spread the same on the minutes.

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

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF ATHENS, ALABAMA to designate the additional three dates for FY 2023.

- Day after Thanksgiving, Friday, November 25, 2022.
- President’s Day, Monday, February 20, 2023.
- Floating Personal Day (TBD per Dept. Head/Employee).

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

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF ATHENS, ALABAMA, to adopt the attached revised organizational chart for the Fire Department, which includes the following positions:

1. Fire Chief
2. Administrative Assistant
3. Fire Marshall
4. Fire Inspector
5. Battalion Chief (3)
6. Captain (10)
7. Driver Engineer (19)
8. Firefighter I/II (14)

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

Councilman Wales introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF ATHENS, ALABAMA, to adopt the attached revised organizational chart for the Police Department, which includes the following positions:

1. Chief of Police
2. 55 Sworn Officers
3. 11 Regular Status Positions (dispatchers/clerks)
4. 2 PT Officers
5. 2 PT Temporary Clerks
6. 8 School Crossing Guards
7. 1 PT Litter Crew Chief
8. 1 PT parking attendant
9. Up to 20 Volunteer Reserve Officers

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

Councilman Lucas introduced the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to authorize the Mayor and/or Fire Chief to enter into a purchase agreement for an E-ONE Custom Pumper Fire Truck from SunBelt Fire at a cost of \$700,000 to be purchased through H-GACBuy Cooperative purchasing contract No. FS12-19. The financing terms will be determined at a later date with the initial annual or monthly payments to be funded by the Fire Department's capital allocation from the anticipated fiscal year 2022 general fund surplus. This truck is being purchased to replace a 1999-EONE engine.

Councilmember Harper moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Lucas, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Seibert, Wales, Lucas, 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 Lucas thereupon moved that the resolution be finally adopted, 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, 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 2022 - 1845

**A RESOLUTION CONCERNING ADDITIONAL PREMIUM PAY
FOR CERTAIN CITY OF ATHENS EMPLOYEES**

WHEREAS, in Resolution No. 2021-1781 and Resolution No. 2021-1776, (the “2021 Premium Pay Resolutions”) the City Council approved certain premium pay for full-time employees during December, 2021 pay periods;

WHEREAS, some employees that would have otherwise qualified for such premium pay did not receive it because they were not able to work during the December, 2021 pay periods; and

WHEREAS, this Resolution provides an opportunity for those employees to receive the premium pay on the same basis as other employees that received such pay.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA on October 10th, 2022 at 4:30 p.m., as follows:

1. The City Council readopts its findings in Section 1 of Resolution No. 2021-1776.
2. As used in this Resolution, an “eligible employee” shall be a current employee of the City that (a) was employed by the City during December, 2021; and (b) did not receive any premium pay pursuant to either of the 2021 Premium Pay Resolutions, but would have received such premium pay if not for that employee’s absence from work without pay during that same period.
3. For their work during the 2nd pay period in November, 2022, each full-time *eligible employee* of the City shall receive an additional \$1,000.00 over and above their regular and normal pay for that period. Such amount shall be paid to said employee after such pay period has concluded, so long as the employee has remained employed by the City during the entire pay period.
4. No employee shall receive such additional compensation to the extent that such payment would increase a worker’s total wages and remuneration for calendar year 2022 above \$88,095.00. No employee shall receive such additional compensation if such worker’s total wages and remuneration for calendar year 2022 equals or exceeds \$88,095.00.
5. The Mayor may issue such rules and regulations as he deems reasonably necessary in order to implement this Resolution.
6. The funds in support of this Resolution are authorized to be expended from the City’s allocation of *Coronavirus State and Local Fiscal Recovery Funds*, except with respect to premium pay for those city employees who, due to their county of residence, do not qualify to receive premium pay provided from those federal funds. In those cases, in

order to treat all full-time employees earning less than \$88,095.00 equally, such portion of premium pay for those employees shall be funded from the budget of the department in which that employee works.

ADOPTED this the 10th day of October, 2022.

/s/ Chris Seibert
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

Councilmember Lucas 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, 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 thereupon moved that the resolution be finally adopted, 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, 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 2022 - 1846

**A RESOLUTION REGARDING A GROUNDWATER
EXPLORATION OPTION AGREEMENT CONCERNING PROPERTY ON WATERVIEW LANE**

WHEREAS, in light of continued and rapid growth, the City of Athens is attempting to expand the supply of water available for its water services;

WHEREAS, the expansion of the supply of water to include a new location for water will also provide greater security for the City's water supply;

WHEREAS, the City's research has indicated a certain property (constituting approximately 12.6 acres and located along Waterview Lane, near Piney Creek) may be a suitable location from which to drill a water well (the "Property"), and so the City desires to perform groundwater exploration activities on the Property;

WHEREAS, if the City finds that the Property is a suitable location, then the City desires to purchase that Property in order to construct and operate a functional well and treatment facility for the benefit of the residents of the City; and

WHEREAS, the City Council determines that the price for the Property and the terms of the agreement set forth herein are fair and reasonable.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA on October 10, 2022, at 4:30 p.m., as follows:

1. The Mayor of the City of Athens (and/or his designee), on behalf of the City of Athens, Alabama, is authorized to enter into a *Groundwater Exploration Option Agreement* with William and Lynn Lawrence, the owners of the

Property, in substantially the manner and form set forth in *Attachment A*. As described in more detail in the agreement, among other things, the price of the Property will be \$305,550.00, and the City would pay \$35,000 to the property owners in advance, as a non-refundable earnest money deposit.

2. The Mayor and the Athens Water and Sewer Department are authorized to carry out the terms of said agreement, including making such expenditures as stated in said agreement, and are further authorized to engage in groundwater exploration activities on the Property to determine whether a well is suitable. If the Mayor and the Athens Wastewater and Sewer Department determine that the same is suitable, then they are further authorized to exercise the option and to cause the Property to be purchased by the City on the terms set forth in said agreement.

3. The above-described deposit shall be funded through the following account of the City: Athens Water Services Department Cash Reserves.

ADOPTED this the 10th day of October, 2022.

/s/ Chris Seibert
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

ATTACHMENT A

**STATE OF ALABAMA,
LIMESTONE COUNTY.**

GROUNDWATER EXPLORATION OPTION AGREEMENT

THIS GROUNDWATER EXPLORATION OPTION AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2022 (the "Effective Date"), by and between WILLIAM DAVID LAWRENCE and DEBORAH LYNN LAWRENCE (collectively, the "Seller"), with an address of 16242 Travertine Dr, Athens Alabama 35613, and the City of Athens, Alabama, an Alabama municipal corporation (the "Buyer"). Both Seller and Buyer are sometimes referred to herein as "Parties".

Recitals

*Seller is the owner of the real property described in **Exhibit A** hereto, together with all easements, rights and privileges appurtenant thereto (the "Property").*

Buyer provides water services for persons in the Athens, Alabama area, and is attempting to expand the supply of water available for its water services. Buyer's research has indicated that a portion of the Seller's Property may be a suitable location from which to drill a water well, and so Buyer desires to perform physical exploration on the Property. If Buyer finds that such portion of the Property is a suitable location, then Buyer desires to purchase that portion of the Seller's Property in order to construct and operate a functional well and treatment facility.

*In order to assist with such public purposes, Buyer desires to obtain an option to purchase a portion of the Property. Said portion of the Property contains 12.6 acres, more or less, is generally depicted on **Exhibit B** hereto, and is more specifically described in **Exhibit C** hereto (the "Portion"). Seller desires to grant Buyer the option to purchase the Portion from the Seller on the terms and conditions set forth herein.*

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants of the parties contained herein and for other good and valuable consideration delivered by each of the parties to the other, the

receipt of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, hereby covenant and agree as follows:

1. Option to Purchase. Seller grants to Buyer the sole, exclusive, and irrevocable option to purchase the Portion (the “**Option**”), as set forth in more detail in this Agreement.

2. Option Term; Exercise.

(a) The Option term begins on the Effective Date and expires at 5:00 p.m. CST on September 1, 2024 (the “Option Term”).

(b) Buyer may exercise the Option at any time until the expiration of the Option Term by giving written notice to Seller. The date on which Buyer exercises the Option shall be referred to herein as the “**Option Exercise Date**”.

(c) If Buyer exercises the Option, then the Seller and Buyer shall proceed under this Agreement; but if the Buyer does not exercise the Option, then the Seller and Buyer shall not proceed under this Agreement and this Agreement and the rights, duties and obligations of the parties hereunder shall terminate and be of no further force or effect (unless otherwise as specifically stated herein).

3. Purchase Price. If Buyer exercises the Option, then the purchase price for the Portion shall be **Three Hundred Five Thousand Five Hundred Fifty and No/100 Dollars (\$305,550.00)** (the “**Purchase Price**”). Buyer shall pay the Purchase Price to Sellers, subject to the adjustments and prorations herein described, at the Closing (hereinafter defined).

4. Earnest Money Deposit. On the Effective Date, Buyer shall pay the Seller **Thirty-Five Thousand and No/100 Dollars (\$35,000.00)** in immediately available funds (the “**Deposit**”), the receipt of which is hereby acknowledged by the Seller, as earnest money to be applied to the Purchase Price at the Closing (hereinafter defined) or as otherwise provided in this Agreement.

5. City’s Property Inspections; Groundwater Exploration Activities.

(a) Commencing upon the Effective Date and continuing through the date of Closing, Buyer (as well as its agents, contractors, vendors, employees, consultants, engineers, and subcontractors) shall, at Buyer’s sole expense, have the right to access, and of ingress and egress over and across, the Property to and from the Portion, and the right to make and engage in various and all manner of inspections and testing on, across, over, and under the Portion, including but not limited to physical inspections, surveys, engineering studies, environmental studies, geotechnical studies, and groundwater exploration activities (collectively referred to herein as the “**Activities**”). The Parties acknowledge and agree that the Activities may include the removal of trees, shrubs, and other vegetation on the Portion, as well as light grading of the Portion, so that the Buyer may freely conduct its Activities.

(b) Seller understands and agrees that from the Effective Date through the date of Closing, Buyer will be conducting groundwater exploration activities (as a part of the Activities) on, across, over, and under the Portion, and as such, Seller agrees not to hinder, interfere with or restrict the Buyer’s groundwater exploration activities or the Activities in any way. Seller understands and agrees that the Activities will include the drilling of one or more test wells on the Portion.

(c) Seller further understands and agrees that the Activities will intermittently include, from time to time, the discharge of various quantities of water from the test wells onto the Portion, onto neighboring portions of the Property, and into neighboring creeks, ditches, and natural drainage ways. Seller understands and agrees that Seller has no objection to such discharge of water, and that Seller, on behalf of Seller, its heirs and assignees does hereby release the City, its agents, employees, officers, contractors, and subcontractors from any claims, causes of action, or liability whatsoever arising from or relating to such discharge of water. This Section 5(c) shall survive the termination of this Agreement.

(d) If, on or before the date that is prior to the end of the Option Term, Buyer determines in its sole discretion that the condition of the Property is unsatisfactory for any reason, the determination of which shall be in Buyer’s sole and absolute discretion, then Buyer will have the option to terminate this Agreement by serving written notice of termination to Seller, in which event the entire amount of the Deposit shall be retained by the Seller, and upon such termination this

Agreement and the rights, duties and obligations of the parties hereunder shall terminate and be of no further force or effect (unless otherwise as specifically stated herein).

(e) If Buyer does not exercise the Option, then Buyer shall cause the Portion to be promptly returned to substantially the same condition as existed as of the Effective Date (except that Buyer shall not be required to replace any trees, brush, or other vegetation removed from the Portion, or to reverse any light grading work that the City conducted as a part of its Activities), shall abandon any test wells pursuant to the requirements of the Alabama Department of Environmental Management.

(f) Whether or not Buyer exercises the Option, Buyer shall protect, defend, indemnify and hold harmless Seller from and against any and all expenses, claims, fines, assessments, penalties, damages or losses (collectively, "**Losses**") arising from or in connection with any activities of Buyer, its officers, agents, employees, or contractors on the Property in connection with Buyer's Activities, including without limitation, any of the foregoing related to injury or death of any person and damage or loss of use of property, and any damages to the Property caused by or resulting from any of the Inspections, except to the extent that such claims arise from Seller's wantonness or negligence, or as otherwise specifically noted herein. This Section 5(f) shall survive the termination of this Agreement.

(g) Buyer shall ensure that all sums owing to any third party as a result of the Activities are timely paid, and shall keep the Portion and the Property free from any and all liens, including without limitation any mechanic's and materialmen's liens, as a result of the Activities. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all Losses arising from or otherwise in connection with a breach of this paragraph, except for those arising from the Seller's wantonness or negligence.

6. Government Approvals. To the extent that there is any state or local law or regulation requiring any government approval prior to the Seller's conveyance of the Portion to the Buyer (including, but not limited to, subdivision approval), then the Seller hereby authorizes the Buyer to initiate and undertake that approval process in order to secure such approval, at Buyer's sole expense. Seller agrees that it will fully cooperate with Buyer with respect to any such efforts, including but not limited to executing any standard applications/forms, participating in any process, and/or communicating with any government officials, in an effort to assist in securing such approval.

7. Title. Buyer shall obtain, at its own expense, (a) a commitment for title insurance (the "**Title Commitment**") for issuance of an owner's title insurance policy in form and substance reasonably satisfactory to Buyer (the "**Title Policy**") issued by a title company designated by Buyer (the "**Title Company**") containing the requirements and exceptions to coverage described therein, offering to issue title insurance to the Portion for the benefit of Buyer, subject to the requirements and exceptions demonstrated by the Exception Documents (hereinafter defined), and (b) legible copies of all instruments creating title exceptions described in the Title Commitment (the "**Exception Documents**").

After Buyer's receipt of the Title Commitment (or any update thereto reflecting requirements or exceptions not reflected on the Title Commitment) and all of the Exception Documents, Buyer shall have the right to provide to Seller, no less than thirty (30) calendar days prior to the Closing Date, a written notice setting forth any and all of Buyer's objections to Seller's title to the Portion as reflected in the Title Commitment and the Exception Documents (the "**Title Objection**"). If Buyer gives such notice of Title Objection to Seller, Seller may, but is not obligated to, cure the Title Objection. If Seller does not cure the Title Objection prior to the Closing Date, then Buyer will have the option to either (i) waive such defect(s) or (ii) terminate this Agreement by written notice to Seller, in which event the Deposit shall be released and returned to Buyer, and this Agreement and the rights, duties and obligations of the parties hereunder shall terminate and be of no further force or effect. All title exceptions reflected in the Title Commitment (or any update thereto) and the Exception Documents not objected to, or objected to and waived, shall be deemed "**Permitted Exceptions.**"

8. Closing. Buyer and Seller agree that the purchase and sale of the Portion contemplated hereby (the "**Closing**") will be consummated as follows:

(a) Closing Date. The Closing will occur on or before the date that is Sixty (60) calendar days following the Option Exercise Date, or upon such other earlier or later date as may be agreed upon by Buyer and Seller (the "**Closing Date**"). The Closing will take place at the office of Hand Arendall Harrison Sale, LLC in Athens, Alabama.

(b) Seller's Instruments. At the Closing, Seller will deliver or cause to be delivered to Buyer the following items (all documents will be duly executed and acknowledged where required):

(i) General Warranty Deed. A general warranty deed, in substantially the same form as shown in Exhibit D hereto, to Buyer (the "**Deed**") executed by Seller conveying the Portion to Buyer, subject only to the Permitted Exceptions and any lien for ad valorem taxes not yet due;

(ii) Title Affidavits. Such affidavits and other documents as might be reasonably requested by the Title Company to issue the Title Policy in accordance with the terms of the Title Commitment;

(iii) Evidence of Authority. Such resolutions and other evidence of authority with respect to Seller and the person or persons acting on behalf of Seller as might be reasonably requested by the Title Company;

(iv) Nonforeign Affidavit. An affidavit in the form prescribed by Treasury Regulation §1.1445-2 stating Seller's taxpayer identification number and confirming that Seller is not a foreign person within the purview of 26 U.S.C. §1445 and the regulations issued thereunder; and

(v) Additional Documents. Such additional documents as might be reasonably requested by the Title Company to consummate the sale of the Portion to Buyer.

The foregoing documents are sometimes hereinafter collectively referred to as "**Seller's Closing Documents**".

(c) Buyer's Instruments. At the Closing, Buyer will deliver to Seller the following items (all documents will be duly executed and acknowledged where required):

(i) Payment. Payment of the Purchase Price in accordance with Section 3 of this Agreement. At Closing, Buyer shall pay the Purchase Price to Seller in cash or other immediately available funds, with the Deposit being applied to the Purchase Price, subject to the prorations, costs and adjustments as provided herein;

(ii) Title Affidavits. Such affidavits and other documents as might be reasonably requested to issue the Title Policy in accordance with the terms of the Title Commitment;

(iii) Such resolutions and other evidence of authority with respect to Buyer and the person or persons acting on behalf of Buyer as might be reasonably requested by the Title Company; and

(iv) Additional Documents. Such additional documents as might be reasonably requested by the Title Company to consummate the sale of the Portion to Buyer.

(d) Possession. Possession of the Portion will be delivered by Seller to Buyer at the time of Closing, free from all tenancies and parties claiming rights to possession of or having claims against the Portion (other than any such rights arising out of the Permitted Exceptions). Effective on the delivery of the Deed, beneficial ownership and the risk of loss of the Portion will pass from Seller to Buyer.

(e) Closing Costs. Buyer shall pay for all closing costs, including: (a) all state, county and municipal transfer taxes, documentary stamps taxes, surtax, recording charges and taxes, and all other impositions on the conveyance, and the recording fee of the Deed; (b) the cost of any endorsements requested by Buyer to the Title Policy; and (c) Buyer's attorney fees. Buyer shall also pay all costs of abstracting, title examination and other costs relating to the issuance of the Title Commitment, and the premium expense for the Title Policy in the amount of the Purchase Price.

(f) Property Taxes. All real and personal property ad valorem taxes for the calendar year in which the Closing Date occurs will be prorated to the Closing Date. If the actual amounts to be pro-rated are not known as of the Closing, the pro-ration shall be made at the Closing on the basis of the best evidence then available without subsequent adjustment.

9. Seller's Representations. In order to induce Buyer to enter into this Agreement and to complete the Closing, Seller represents, warrants and agrees with Buyer as follows:

(a) *During the pendency of this Agreement, Seller will not construct or permit to be constructed any building, structure, or improvement of any kind on or along the Portion, without the express written consent of the Buyer.*

(b) *During the pendency of this Agreement, Seller will not engage in or permit any activity that obstructs, hinders, or restricts Seller's access to the Portion for purposes of the Activities.*

10. Default; Remedies.

(a) Buyer Default. *If Buyer fails or refuses to consummate the purchase of the Portion pursuant to this Agreement at the Closing or fails to perform any of Buyer's other obligations hereunder either prior to or at the Closing for any reason other than termination of this Agreement by Buyer pursuant to a right so to terminate expressly set forth in this Agreement or Seller's failure to perform Seller's obligations under this Agreement, then Seller, as its sole and exclusive remedy hereunder, shall retain the Deposit as liquidated damages in which event this Agreement shall automatically terminate.*

(b) Seller Default. *If Seller fails or refuses to consummate the purchase of the Portion pursuant to this Agreement at the Closing or fails to perform any of Seller's other obligations hereunder either prior to or at the Closing for any reason other than termination of this Agreement by Seller pursuant to a right so to terminate expressly set forth in this Agreement or Buyer's failure to perform one of Buyer's material obligations under this Agreement, then Buyer, as its sole and exclusive remedies hereunder, may either (a) terminate this Agreement whereupon the Deposit shall be promptly refunded to Buyer, or (b) seek specific performance of Seller's obligations under this Agreement.*

(c) Post-Closing Remedies. *Notwithstanding Section 10(a) and (b) hereof, from and after the Closing, each party shall have the right to pursue its actual (but not consequential or punitive) damages against the other party for: (i) a breach of any covenant or agreement contained herein that is performable after or that survives any Closing (including the indemnification obligations contained in this Agreement), and (ii) a breach of any representation or warranty in this Agreement.*

(d) Notice and Cure Rights. *In the event of a default by Seller or Buyer under this Agreement, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have twenty (20) calendar days from the date notice of default is given (the "Cure Period") to cure the default. If the defaulting party cures the default within the Cure Period, it shall not incur any liability to the other party for the default. Each party shall reasonably cooperate with any and all attempts by the other to cure any default within the Cure Period.*

11. Miscellaneous. *It is further agreed as follows:*

(a) Landscaping of City Facility on Portion. *After the Buyer's purchase of the Portion from Seller, the Buyer plans to construct and operate a well and treatment facility on the Portion (the "Facility"). Upon the City's construction of the Facility, the Buyer will install landscaping that reasonably screens the Facility from view by the Sellers' remaining real property, and consult in good faith with the Sellers regarding the installation of landscaping features at the Facility.*

(b) Electric Utility. *After the Buyer's purchase of the Portion from Seller, upon the Buyer's construction of the Facility, the Buyer shall secure the supply of electrical power to its activities at the Portion from Athens Utilities. In doing so, Buyer shall ensure that a public utility electrical connection (capable of supporting a three-phase electrical power supply) is made available for use by Seller at a point located along the southwestern boundary line of the Portion, such that Seller, if Seller chooses to do so in the future, may connect to such public electrical utility and be supplied with electrical power from such point, on the same rates and terms as other similarly situated electrical utility customers. The Buyer shall ensure that the connection is available at approximately the same time as it constructs any Facility, but in no event later than two (2) years from the date of the Buyer's purchase of the Portion from Seller.*

(c) Public Roadway. *After the Buyer's purchase of the Portion from Seller, upon the Buyer's construction of the Facility, the Buyer shall construct and install a roadway along and adjacent to the southern boundary line of the Portion. Such roadway will run northeasterly from its intersection with Waterview Lane, parallel to the existing TVA easement located on the Portion, and be at least 360 feet in length. Buyer shall cause the roadway to be a public roadway, such that*

Seller will have the same right to use and access it as any citizen. The Buyer shall construct the roadway at approximately the same time as it constructs any Facility, but in no event later than two (2) years from the date of the Buyer's purchase of the Portion from Seller.

(d) Sewer Line. *After the Buyer's purchase of the Portion from Seller, upon the Buyer's construction of the Facility, the Buyer shall cause that certain public sanitary sewer gravity line that is located approximately at the Point of Commencement with respect to the Portion, depicted on Exhibit B, to be extended in a southeasterly direction, to a point where the southeastern boundary line of the Portion intersects with Waterview Lane, such that Seller, if Seller chooses to do so in the future, may connect to such sanitary sewer utility and be supplied with sanitary sewer service from such point, on the same rates and terms as other similarly situated sanitary sewer utility customers. The Buyer shall cause the line to be extended at approximately the same time as it constructs the Facility, but in no event later than two (2) years from the date of the Buyer's purchase of the Portion from Seller.*

(e) Notices. *Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given (i) when delivered personally to the party designated to receive such notice, or (ii) when sent by e-mail transmission, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other party:*

If to Seller:

*City of Athens, Alabama
Attn: Jimmy Junkin
Athens Water Services
Email: jjunkin@athens-utilities.com*

With a copy to:

*Hand Arendall Harrison Sale, LLC
Attn: Shane Black, Esq.
Email: sblack@handfirm.com*

If to Buyer:

*William David Lawrence and Deborah Lynn Lawrence
16242 Travertine Dr, Athens AL 35613
Email: wdlawrence@orthosportsathens.com*

(f) Assignment. *Neither Seller nor Buyer may assign this Agreement or any of their respective rights, duties or obligations hereunder without the prior written consent of the non-assigning party.*

(g) Amendment. *Neither this Agreement nor any of the provisions hereof can be changed, except by an instrument in writing signed by both the Buyer and the Seller.*

(h) Severability. *If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.*

(i) Entire Agreement. *This Agreement constitutes the entire agreement between Buyer and Seller relating to the sale of the Portion, this Agreement supersedes, in all respects, all prior written or oral agreements, if any, between the parties relating to the sale of the Portion, and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein.*

(j) Memorandum of Option to Purchase; Recording. *Seller and Buyer agree to execute the Memorandum of Option to Purchase, a copy of which is attached hereto as Exhibit E, at the time of their execution of this Agreement. Seller agrees that Buyer may record the same in the public records of Limestone County, Alabama.*

(k) Binding Effect. *It is intended that all the provisions of this Agreement shall run with the land and that all the provisions hereto shall inure to the benefit of and shall be binding on the Seller and Buyer hereto, as well as their heirs, legal representatives, successors, and assigns that own any part of the Property (except as otherwise expressly stated herein).*

(l) Incorporation of Exhibits, Annexes, and Schedules. The exhibits, annexes, and schedules identified in this Agreement and annexed hereto are incorporated herein by reference and made a part hereof.

(m) Waiver. The failure of either Party to insist upon strict performance of any of the covenants or conditions of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

(n) Further Assurances. The Parties agree to do all things and take all actions reasonably required and permitted by law to fulfill the terms of this Agreement, including without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the respective dates as set forth below.

/SIGNATURE LINES FOR THE PARTIES/

EXHIBIT A

Lot 2 of the Village at Piney Creek Phase 2, as recorded in Plat Book J, Pages 273-74, in the Office of the Judge of Probate, Limestone County, Alabama

EXHIBIT B

Depiction of Portion

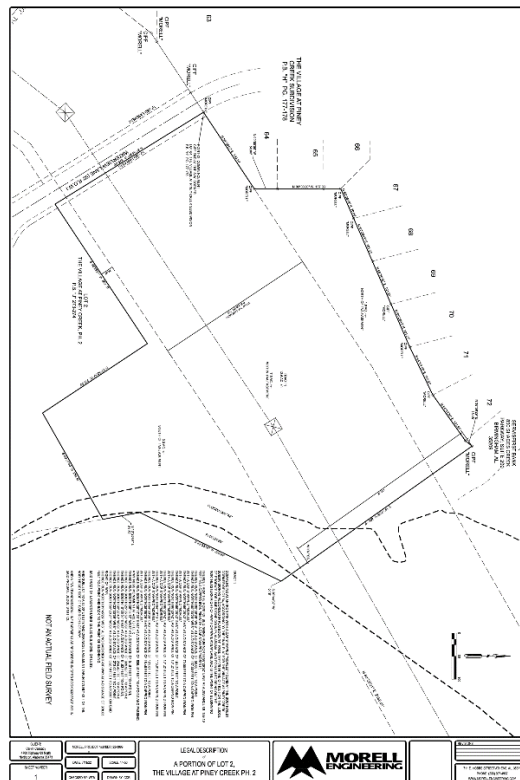


EXHIBIT C

Legal Description of Portion

TRACT 1

COMMENCING AT AN IRON PIN WITH A CAP STAMPED "MORELL" FOUND AT THE SOUTHWEST CORNER OF LOT 64, ACCORDING TO THE FINAL PLAT FOR THE VILLAGE AT PINEY CREEK SUBDIVISION AS RECORDED IN PLATBOOK "H" PAGE 177-178 IN THE OFFICE FOR THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA, SAID POINT ALSO BEING ON THE NORTHEASTERN RIGHT-OF-WAY FOR WATERVIEW LANE AND IS THE POINT OF BEGINNING

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT-OF-WAY, RUN NORTH 56°26'52" EAST AT A DISTANCE OF 199.10 FEET TO A CAPPED IRON PIN WITH A CAP STAMPED "MORELL";

THENCE RUN NORTH 00°09'08" WEST AT A DISTANCE OF 50.00 FEET TO A POINT;

THENCE RUN NORTH 00°03'20" WEST AT A DISTANCE OF 137.03 FEET TO A CAPPED IRON PIN WITH A CAP STAMPED "MORELL";

THENCE RUN NORTH 66°26'42" EAST AT A DISTANCE OF 70.00 FEET TO A CAPPED IRON PIN WITH A CAP STAMPED "MORELL";

THENCE RUN NORTH 66°26'42" EAST AT A DISTANCE OF 101.21 FEET TO A POINT;

THENCE RUN NORTH 66°26'42" EAST AT A DISTANCE OF 101.21 FEE TO A CAPPED IRON PIN WITH A CAP STAMPED "MORELL";

THENCE RUN NORTH 66°26'42" EAST AT A DISTANCE OF 101.21 FEET TO A CAPPED IRON PIN WITH A CAP STAMPED "MORELL";

THENCE RUN NORTH 64°19'15" EAST AT A DISTANCE OF 115.01 FEET TO A CAPPED IRON PIN WITH A CAP STAMPED "MORELL";

THENCE RUN NORTH 54°33'36" EAST AT A DISTANCE OF 121.81 FEET TO A POINT;

THENCE RUN NORTH 38°58'29" EAST AT A DISTANCE OF 18.48 FEET TO A CAPPED IRON PIN WITH A CAP STAMPED "MORELL";

THENCE RUN SOUTH 35°17'26" EAST AT A DISTANCE OF 506.19 FEET TO A POINT AND PASSING A WITNESS MONUMENT AT 435.73 FEET;

THENCE RUN SOUTH 36°44'37" WEST AT A DISTANCE OF 0.18 FEET TO A POINT;

THENCE RUN SOUTH 25°55'56" WEST AT A DISTANCE OF 339.92 FEET TO A POINT;

THENCE RUN SOUTH 10°25'04" EAST AT A DISTANCE OF 81.52 FEET TO A POINT;

THENCE RUN SOUTH 60°27'40" WEST AT A DISTANCE OF 264.42 FEET TO A POINT;

THENCE RUN NORTH 33°30'39" WEST AT A DISTANCE OF 272.00 FEET TO A POINT;

THENCE RUN SOUTH 56°29'21" WEST AT A DISTANCE OF 362.10 FEET TO A POINT ON SAID RIGHT-OF-WAY;

THENCE RUN NORTH 31°45'26" WEST ALONG SAID RIGHT-OF-WAY AT A DISTANCE OF 378.03 FEET TO A POINT AND BACK TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 12.6 ACRES, MORE OR LESS.

AND SUBJECT TO A 10.00' UTILITY AND DRAINAGE EASEMENT TAKEN EVENLY OFF OF THE NORTHEAST SIDE OF SAID RIGHT-OF-WAY.

AND A TVA TRANSMISSION LINE EASEMENT AS RECORDED IN DEED BOOK 632 PAGE 553 IN SAID PROBATE JUDGE'S OFFICE.

EXHIBIT D

Deed of Portion from Seller to Buyer

REAL ESTATE VALIDATION FORM			
<i>The following information is provided pursuant to §40-22-1 of the Code of Alabama, and is verified by the signature of Grantors below:</i>			
Grantors' Names:	<i>William David Lawrence and Deborah Lynn Lawrence</i>	Grantee's Name:	<i>City of Athens, Alabama</i>
Mailing Address:	<i>16242 Travertine Dr, Athens AL 35613</i>	Mailing Address:	<i>200 W Hobbs Street Athens, AL 35611</i>
Property Address:	<u><i>Waterview Lane</i></u> <u><i>Athens, AL</i></u> _____ _____	Date of Sale:	<u><i>Date of Deed Shown Below</i></u> _____ _____
		Purchase Price:	<u><i>\$305,550</i></u> _____ _____

STATE OF ALABAMA)

LIMESTONE COUNTY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other valuable considerations to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is acknowledged, **WILLIAM DAVID LAWRENCE**, a married man, and his spouse, **DEBORAH LYNN LAWRENCE**, a married woman, (herein referred to as "Grantors") have granted, bargained, sold and conveyed in fee simple unto the **CITY OF ATHENS, ALABAMA**, an Alabama municipal corporation (herein referred to as "Grantee"), and by these presents do grant, bargain, sell, and convey in fee simple unto Grantee, its successors and assigns, the following described real estate lying and being in the County of Limestone State of Alabama:

[Enter Legal Description]

The above-described property is a portion of the same real property that was the subject of that certain deed to the Grantors, dated September 28, 2019, and recorded at RLPY Book 2019, Page 70752 in the Office of the Judge of Probate of Limestone County, Alabama.

The above-described property is not the homestead of Grantors.

TO HAVE AND TO HOLD said premises, with the hereditaments and appurtenances thereunto belonging unto the said Grantee, its successors and assigns, forever. And Grantors do for themselves, and their successors and assigns, covenant with said Grantee, its successors and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that they have a good right to sell and convey the same as aforesaid; that they, and their successors and assigns, shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantors have caused this General Warranty Deed to be executed on the ____ day of _____, 202__.

[signature lines]

EXHIBIT E

THIS INSTRUMENT WAS PREPARED BY
E. SHANE BLACK, ATTORNEY AT LAW
HAND ARENDALL HARRISON SALE, LLC
102 SOUTH JEFFERSON STREET
ATHENS, AL 35611

STATE OF ALABAMA
COUNTY OF LIMESTONE

MEMORANDUM OF OPTION TO PURCHASE

KNOW ALL MEN BY THESE PRESENTS that **WILLIAM DAVID LAWRENCE and DEBORAH LYNN LAWRENCE** (collectively, the "Seller"), pursuant to that certain Groundwater Exploration Option Agreement dated _____, 2022 (the "Agreement") has granted, bargained, sold and conveyed unto the **CITY OF ATHENS, ALABAMA**, an Alabama municipal corporation (the "Buyer"), the exclusive and irrevocable right and option (the "Option") to purchase that certain real property located in Limestone County, Alabama, and described on **Exhibit A** attached hereto (the "Property").

The Option may be exercised at any time on or prior to 5:00 p.m. CST on _____, 202__, by a written notice to Seller from Buyer, in which event the closing with respect to such purchase will occur on or before the date that is Sixty (60) calendar days following _____, 202__, or upon such other earlier or later date as may be agreed upon by Buyer and Seller.

The Buyer and Seller intend that all the provisions of the Agreement shall run with the land and that all the provisions hereto shall inure to the benefit of and shall be binding on the Seller and Buyer hereto, as well as their heirs, legal representatives, successors, and assigns that own any part of the Property.

All of the terms and conditions of the Agreement are incorporated herein by reference as if fully set forth in this Memorandum of Option to Purchase. In the event of any conflict between this Memorandum of Option to Purchase and the Agreement itself, the terms of the Agreement shall control.

IN WITNESS WHEREOF, Buyer and Seller have executed this Memorandum of Option to Purchase as of the _____ day of _____, 2022.

[signature lines and Exhibit A – legal description]

Councilmember Lucas 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, 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 thereupon moved that the resolution be finally adopted, 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, and Harper; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Representatives of Globe Life Insurance gave a short presentation of benefits that can be provided to employees of the City of Athens. Council President Seibert thanked them and asked them to contact Marsha Sloss, Human Resources.

At approximately 4:55 p.m., City Attorney Shane Black advised that there was a need for an executive session of the City Council to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Councilman Harper introduced a motion to enter into executive session to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange,

lease, or market value of real property. Councilman Harper's motion was then seconded by Councilman Lucas. Councilman Harper's motion was unanimously approved. The City Council came out of executive session at approximately 5:07 p.m.

* * *

There being no further business to come before the meeting, Council President Seibert declared the meeting duly and properly adjourned.

/s/ Chris Seibert
PRESIDENT, CITY COUNCIL

ATTEST:

/s/ Annette Barnes
CITY CLERK