

**MINUTES, JANUARY 6, 2025, SPECIAL MEETING OF  
THE LIMESTONE COUNTY COMMISSION**

The Limestone County Commission met in a specially set joint meeting with the City Council on Monday, January 6, 2025, at 3:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama for the purpose of addressing the establishment of a joint library board.

Present: Daryl Sammet, Danny Barksdale, Derrick Gatlin, and LaDon Townsend. Absent: None. Collin Daly, Chairman presided.

**MOTION** was made by Daryl Sammet and seconded by Derrick Gatlin to adopt the resolution approving the Joint Library Service Agreement and authorizing the Chairman of the County Commission to take all steps necessary to execute and implement the agreement.

NO. 1046-25

**LIMESTONE COUNTY COMMISSION RESOLUTION**

**A RESOLUTION CONCERNING A JOINT LIBRARY BOARD  
OF THE CITY OF ATHENS, ALABAMA AND LIMESTONE COUNTY, ALABAMA**

WHEREAS, this Resolution is adopted to establish a joint library board pursuant to § 11-90-4 of the *Code of Alabama*, which requires that the same be accomplished by a contract;

WHEREAS, the Athens-Limestone County Public Library (the "Library") is a joint project of the City of Athens (the "City") and Limestone County Commission (the "County"), and its mission is to provide free public library service to the citizens of Limestone County and the City of Athens;

WHEREAS, in 2009, the City conveyed the County a ½ interest in the real property where the Library is located to "aid in the establishment of a new and improved library for the City of Athens and Limestone County", and each continue today to hold a ½ interest in that property;

WHEREAS, in 2010, the City and the County contracted together to construct and fund a "public library serving the residents of Limestone County, Alabama and the City of Athens, Alabama", and they did so at considerable joint expense;


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WHEREAS, upon the completion of the Library's building, the City and the County turned the building over to the Library Board of the City of Athens (the "Board"), for the purpose of continuing that mission; and

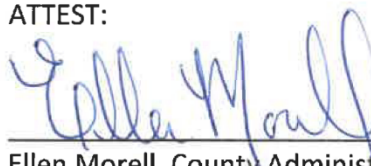
WHEREAS, the City and the County now wish to establish a joint library board with members appointed by both the City and the County, and to establish the terms related to the operation and governance of the same.

NOW, THEREFORE, be it RESOLVED by the Limestone County Commission at a special meeting on January 6, 2025 at 3:00 PM, that the Limestone County Commission does hereby approve the *Joint Library Service Agreement* that is attached hereto as *Attachment 1*, which sets forth the terms, conditions, and initial appointees of the new joint library board. The Chairman of the Limestone County Commission is hereby authorized to sign and implement such agreement on behalf of Limestone County.

**DONE and ADOPTED** this the 6th day of January, 2025.

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

ATTEST:

  
\_\_\_\_\_  
Ellen Morell, County Administrator



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STATE OF ALABAMA  
LIMESTONE COUNTY

**JOINT LIBRARY SERVICE AGREEMENT**

THIS JOINT LIBRARY SERVICE AGREEMENT (this “Agreement”) is made and entered into by and between the CITY OF ATHENS, ALABAMA, an Alabama municipal corporation (“City”); LIMESTONE COUNTY COMMISSION, the governing body of Limestone County, a county of the State of Alabama (“County”); and the LIBRARY BOARD OF THE CITY OF ATHENS, ALABAMA, a municipal library board of the City of Athens, Alabama (the “Board”). The City, County, and the Board may all be referred to herein as the “Parties”, or each and any of them individually, as a “Party”.

**WITNESSETH:**

WHEREAS, the City and the County are parties to that certain *Purchase, Sale, and Joint Development Agreement*, dated April 23, 2010, (the “2010 Agreement”) which provided for the establishment of a public library serving the people of the City of Athens, Alabama and Limestone County, Alabama;

WHEREAS, the City and County each own an equal and undivided one-half (½) interest as tenants in common in the real property and improvements located at 603 S Jefferson Street, Athens, Alabama (the “Property”), described in further detail as set forth in **Exhibit A** hereto, where the Athens-Limestone County Public Library is located;

WHEREAS, the 2010 Agreement requires that the Property shall be used only for a public library serving the residents of Limestone County, Alabama, and the City of Athens, Alabama;

WHEREAS, when the construction of the library building was completed in 2014, the City and County turned the supervision and management of the Property over to the Board, without requiring any payment from the Board for such use or occupation (in the form of rent or otherwise) (not including the payment of charges for utility service or other charges not imposed for the use and occupation of the property) upon the condition of the Board’s continued use of the Property for the purpose of the operation of a public library serving the residents of Limestone County, Alabama, and the City of Athens, Alabama;

WHEREAS, since that time, the Board has continued to use the Property for the purpose of operating a public library that, pursuant to the 2010 Agreement, provides free public library service to the residents of Limestone County, Alabama, and the City of Athens, Alabama, and for no other purpose;

WHEREAS, since that time, the City and the County have continued to support the Board through the annual appropriation of funding for the public library;

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WHEREAS, the 2010 Agreement further provided that the public library board would be governed by the Board, or by a joint Limestone County/City of Athens library board and service pursuant to § 11-90-4 of the *Code of Alabama*, that may be created subsequent to the effective date of the 2010 Agreement;

WHEREAS, the County now requests the creation of a joint Limestone County/City of Athens library board and service so that the County may participate in the appointment of members of the board that governs the public library, and the City and the Board have agreed to accommodate the County's request; and

WHEREAS, § 11-90-4 of the *Code of Alabama* and § 520-2-3-.01 of the *Alabama Administrative Code*, require that, in order to form a joint library service between a city and county, the existing Board, which is a municipal library board of the City, must join in this contract along with the City and County.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

### **I. ESTABLISHMENT OF A JOINT LIBRARY BOARD AND SERVICE**

A. Pursuant to § 11-90-4 of the *Code of Alabama*, the Parties do hereby establish and form a joint library service for the benefit of the people of Limestone County, Alabama and the City of Athens, Alabama, operating a City-County Public Library, known as the *Athens- Limestone County Public Library*.

B. The joint library service shall be governed and supervised by a joint library board known as the "Joint Library Board of Limestone County and the City of Athens" (the "Joint Board").

C. The Joint Board shall continue the Board's provision of free library public service to the population of Limestone County, and the City of Athens, Alabama. The Joint Board's legal service area shall be Limestone County, Alabama, and the City of Athens, Alabama.

D. The Joint Board shall have all of the powers and duties that are set forth and provided to library boards in Chapter 90 of Title 11 of the *Code of Alabama* (Ala. Code §§ 11-90-1, et seq. (1975), as amended, including but not limited to the following:

1. Controlling the expenditure of all funds received or appropriated for such joint library service;
2. Erecting or renting buildings to cost not in excess of the funds available to the Joint Board;
3. Purchasing books and equipment for the joint library service;
4. Providing a system of library service to be made easily available to all citizens of Limestone County, Alabama and the city of Athens, Alabama through a central library, branches, stations, book truck service, or other appropriate means.

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5. Electing a librarian and other employees;
6. Managing and controlling the said library in order to carry out the full intent and purpose of Chapter 90 of Title 11 of the *Code of Alabama* (Ala. Code §§ 11-90-1, *et seq.* (1975), as amended; and
7. Cooperating with all state and federal agencies and institutions in furtherance of said Chapter 90.

E. The fiscal year of the Joint Board shall commence on October 1 and close on September 30 of each year of operation.

F. The Joint Board may qualify for regional status as may be designated by the Alabama Public Library Service, pursuant to § 520-2-3-.01 of the *Alabama Administrative Code*, and the Joint Board may take such actions as may allow for such designation.

G. The Joint Board shall meet at least four (4) times a year. The Joint Board shall adopt written bylaws and policies in conjunction with its operation and objectives. The Joint Board shall take such actions and meet such requirements as is necessary to secure state aid from the Alabama Public Library Service.

### **II. USE OF THE PROPERTY**

A. The Joint Board shall govern, maintain, and operate the *Athens-Limestone County Public Library* on the Property.

B. The Parties agree that the Property will be used only for the purpose of developing, constructing, and operating a public library service which serves and benefits the residents of Limestone County, Alabama and the City of Athens, Alabama.

C. The Parties do hereby delegate and turn over the supervision of management of the Property to the Joint Board.

D. Neither the City nor the County may sell, transfer, or pledge its interest in Property without the written consent of the other. This provision shall survive the termination of this Agreement.

E. The Joint Board may exclusively use the Property for public library purposes without payment for such use or occupation (in the form of rent or otherwise) (not including the payment of charges for utility service or other charges not imposed for the use and occupation of the Property), upon the condition of the Joint Board's continued use of the Property for the purpose of the operation of a public library serving the residents of Limestone County, Alabama, and the City of Athens, Alabama.

### **III. SUPPORT FOR THE LIBRARY**

A. The City shall annually pay at least \$128,000 to the Joint Board for its use in the operation of the joint library service.

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B. The County shall annually pay at least \$80,000 to the Joint Board for its use in the operation of the joint library service.

C. The City and County shall continue to support the allocation of TVA in-lieu-of-tax funds as is currently required by the local act of the Alabama Legislature.

D. The Joint Board shall use the funds referenced in this Section to provide a joint library service to the residents of Limestone County and the city of Athens, Alabama.

E. The City and County shall maintain property insurance coverage on the Property sufficient for the replacement value of the Property, and will equally share in the costs and expenses relating to the same.

### **IV. THE COMPOSITION OF THE JOINT BOARD**

A. There shall be five (5) members of the Joint Board. Three (3) of the members of the Joint Board shall be appointed by the City. Two (2) of the members of the Joint Board shall be appointed by the County.

B. The County, if it chooses to do so, may set its own criteria applying to its two appointments to the Joint Board, such as any term limits and any residency requirements. Likewise, the City, if it chooses to do so, may set its own criteria applying to its three appointments to the Joint Board, such as any term limits and any residency requirements.

C. The members of the Joint Board shall serve without any compensation, although they may be reimbursed for any of their reasonable and necessary expenses incurred in the service of the Joint Board.

D. Except as stated otherwise herein, members of the Joint Board shall serve four (4) year, staggered terms. Each member shall serve until his or her successor is appointed.

E. The City's initial appointments to the Joint Board shall be: Craig Beasley, whose initial term shall be four (4) years; Allison McCormick, whose initial term shall be three (3) years; and Shonda Brown, whose initial term shall be two (2) years.

F. The County's initial appointments to the Joint Board shall be: Pammie Jimmar, whose initial term shall be four (4) years; and Vicki Hereford, whose initial term shall be three (3) years.

G. Any vacancy on the Joint Board (such as a vacancy through a resignation or otherwise) shall be filled by the City or County (whichever appointed the board position with the vacancy), who will appoint someone to serve the remainder of the existing term of that member.

H. The Alabama Attorney General has previously opined that a joint library board is not a separately incorporated board or a separate legal entity, and that it remains a part of the city

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and/or the county that created it. As such, to the extent such is applicable: (a) the Joint Board shall be deemed to be an instrumentality of the City (although County and City-appointed board members shall not be deemed to have any formal connection to the City by virtue of such membership on the Joint Board); (b) the City may provide the Joint Board with assistance with its financial books and records; (c) the City may adopt rules and regulations with respect to the employees of the library, in cooperation with the Joint Board; and (d) the Joint Board shall not be empowered to borrow any money or to take on any debt whatsoever without the express approval of the City.

### **V. THE TRANSITION TO THE JOINT BOARD**

A. The effective date of this Agreement shall be March 1, 2025 (the “Effective Date”).

B. The Board shall and does by this instrument hereby assign and transfer, as of the Effective Date, all of its existing duties, rights, and responsibilities of the operation of the *Athens – Limestone County Public Library* to the Joint Board.

C. As of the Effective Date, all of the policies, rules, regulations, and bylaws of the Board shall be immediately adopted by the Joint Board.

D. As of the Effective Date, the Joint Board shall ratify and assume all of the contracts and obligations of the Board.

E. The Joint Board shall be deemed to be the successor-in-interest to all of the rights and duties of the Board.

F. Subsequent to the transfer of all of the above to the Joint Board, and any wrapping up of its reporting and other administrative obligations, the City intends to dissolve the Board, since its operations will have been replaced by the Joint Board. Any dissolution of the Board shall not impact the viability of this Agreement.

### **VI. TERM AND TERMINATION**

A. The initial term of this Agreement shall be for twenty (20) years, extending from the Effective Date. Upon the conclusion of the initial term, or any subsequent term thereafter, the Agreement shall automatically renew for an additional five (5) year term, unless either Party shall give the other no less than five (5) years’ advance notice of its intention to terminate this Agreement.

B. Unless otherwise agreed by the City and County prior to the termination of the Agreement, upon the termination of this Agreement by either the City or County (such party being referred to herein as the “Terminating Party”), where the other one that did not cause the termination desires to continue operating a public library (such other one to be referred to as the “Continuing Party”), the Joint Board shall be dissolved, and any and all assets, rights, and obligations of the Joint Board shall be transferred to the Continuing Party, for that Continuing Party’s use in establishing a new library board and continuing library service. Moreover, in such

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event, the Continuing Party (or a library board that it subsequently creates) may indefinitely and exclusively use the Property for public library purposes without payment for such use or occupation (in the form of rent or otherwise) (not including the payment of charges for utility service or other charges not imposed for the use and occupation of the Property), and such Continuing Party shall, while using the Property for public library purposes, be responsible for all property insurance expenses and ordinary property maintenance expenses. If the Terminating Party has an interest in any asset that had been devoted or dedicated to the Joint Board for its use (other than the Property), then title and ownership of that asset shall be transferred to the continuing party, so long as such asset is used for library purposes. The Terminating Party shall provide the Continuing Party with copies of all records in its possession that are reasonably necessary and useful to the continued operation of the public library by the Continuing Party.

C. Upon the mutual termination of this Agreement by the City and the County, where neither desire to continue to provide a public library service, then, unless otherwise agreed by the Parties, upon the termination of the Agreement, the Joint Board shall be dissolved and any and all expenses, liabilities, and costs of the same shall be paid and borne, first, by the funds on hand that were in the possession of the Joint Board, and second, equally by the City and the County. Any remaining funds and personal property that was in the possession of the Joint Board, after all expenses have been paid, shall be divided by and between the City and County by and between them in proportion to their monetary contributions to the Joint Board for the ten (10) year period prior to the termination of the Agreement.

### VII. GENERAL TERMS

A. Periodic Review. As suggested by § 520-2-3-.01 of the *Alabama Administrative Code*, the Mayor of the City and the Chairman of the County shall review this Agreement every three (3) years, and may make such recommendations to the City, County, and Joint Board as they may deem necessary for the more effective management and operation of the joint library service.

B. 2010 Agreement. The 2010 Agreement is hereby terminated and concluded, since any of its terms that remain relevant to the relationship between the Parties as to this subject matter have been restated in this Agreement.

C. Entire Agreement. The entire agreement of the parties is contained in this Agreement. This instrument may not be modified or amended without the agreement of all the parties in writing.

D. Negation of Partnership. The parties agree that this joint venture is not a partnership and shall not be governed by the partnership laws of any country or state.

E. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.



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F. Headings. The headings, titles, and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning of construction of any provision hereof.

G. Other Instruments. The parties agree that they will execute such other and further instruments and documents as are, or may become, reasonably necessary or convenient to effectuate or carry out the purposes of this Agreement.

H. Notices. Any notice pursuant to this Agreement shall be given in writing by personal delivery, sent and delivered to the intended addressee at the address set forth below or at such other address in Limestone County or to the attention of such other person in Limestone County as the addressee shall have designated by written notice sent in accordance with this Agreement, and shall be deemed to have been given upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

To County: Chairman  
Limestone County Commission  
310 West Washington Street  
Athens, AL 35611

with a copy to: County Attorney  
Limestone County Commission  
310 West Washington Street  
Athens, AL 35611

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

with a copy to: E. Shane Black, Esq.  
Hand Arendall Harrison Sale, LLC  
102 South Jefferson Street  
Athens, Alabama 35611

I. Successors and Assigns. Neither party shall assign or transfer its rights or duties in this Agreement without the express written consent of the other party. Any transfer or assignment made without the consent of the other party shall not relieve the transferor or assignor of his or her duties or obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

J. Amendment and Waiver. Any provision of this Agreement may be amended or waived if, but only if such amendment or waiver is in writing and is signed by County and City.

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K. Governing Law. The laws of the State of Alabama, without regard to principles of conflicts of laws, govern this Agreement.

L. Third Party Beneficiaries. It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

M. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

N. Strict Construction. It is the intent of the parties hereto that this Agreement shall be deemed to have been prepared by all the parties to the end that no party hereto shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

O. Terminology. 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates shown below.

**CITY:**

**THE CITY OF ATHENS, ALABAMA**

Attest:

\_\_\_\_\_  
City Clerk

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

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

As Its Mayor

Date: \_\_\_\_\_

**COUNTY:**

**LIMESTONE COUNTY, ALABAMA**

Attest:

\_\_\_\_\_

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

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

As Its Chairman, Limestone County Commission

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County Clerk

Date: \_\_\_\_\_

**THE LIBRARY BOARD OF THE CITY OF  
ATHENS, ALABAMA:**

Attest:

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

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

As the Chairman of the Board

\_\_\_\_\_  
Secretary of the Library Board

Date: \_\_\_\_\_

**EXHIBIT A**

**All that part of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 8,  
Township 3 south, Range 4 West, of the Huntsville Meridian,  
Limestone County, Alabama, more particularly described  
as follows:**

**Commence at the intersection of the east right of way of  
Jefferson Street and the South right of way of Forrest  
Street and run eastward along said South right of way of  
Forrest Street a distance of 70.63 feet for a point of  
beginning; thence from said point of beginning, continue  
along said South right of way of Forrest Street N. 89  
degrees 35 minutes 22 seconds E. for a distance of 531.01  
feet to an old fence corner at the western right of way of  
the Louisville and Nashville Railroad; thence S 01 degrees  
09 minutes 58 seconds W. along the right of way fence of  
said railroad a distance of 454.06 feet to an old fence  
corner; thence S. 83 degrees 18 minutes 18 seconds W. along  
an old fence and hedge row, a distance of 298.50 feet to  
the eastern right of way of said Jefferson Street; thence  
northwestward along said eastern right of way a distance of  
552.33 feet to a chainlink fence; thence N. 59 degrees  
30 minutes E. along said fence 80.00 feet; thence N. 13  
degrees 00 minutes W. along the eastern boundary of a tract  
of land owned by Phillips Petroleum Company a distance of  
161.00 feet to the point of beginning, containing 6.9 acres  
more or less, all lying and being within the corporate  
limits of the City of Athens, Alabama.**

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The Administrator called the roll. Daryl Sammet, aye; Derrick Gatlin, aye; Johnny Turner, aye; and LaDon Townsend, aye. Motion carries unanimously.

Adjourned at 3:15 p.m. until 9:00 a.m. on Tuesday, January 21, 2025, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.