

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 3, 2018**

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: Daryl Sammet, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

The following residents addressed the Commission with various concerns regarding the rock quarry, the condition of Newby and Gray Roads, and safety concerns from the volume of heavy truck traffic.

Danny Barksdale, 14399 Cambridge Lane; Matthew Putnam, 12879 Bradford Road; Holly Denenny, 25738 Newby Road; Marvin Denenny, 25738 Newby Road; Don Barksdale, 12987 Bradford Road; Julie Belonger, 13336Arbor Ridge Road; Reny York, 25865 Cobblestone Lane; Ryan Patterson, 25851 Cobblestone Lane.

**MOTION** was made by Daryl Sammet and seconded by Ben Harrison to approve the minutes of November 19, 2018.

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve the following claims

11/16/18	Check # 51335 – 51400	\$ 174,294.34
11/21/18	Check # 51401 – 51448	<u>\$ 173,056.35</u>
	TOTAL	\$ 347,350.69

with detailed claims of the above being on file for review upon request to the County Administrator.

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following Franchise Agreement for Charter Communications, LLC.

**FRANCHISE AGREEMENT**

**This Franchise Agreement** (“Franchise”) is between the County of Limestone, Alabama hereinafter referred to as the “Grantor” and Charter Communications L.L.C., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

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The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

### 1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenues" means any revenues, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide cable service in the County, including, but not limited to, all Cable Service fees, franchise fees, late fees, installation fees, upgrade and downgrade fees, converter rental fees and lockout device fees. The term Gross Revenue shall not include: (1) any taxes, or assessment of general applicability collected by the Grantor from Subscribers on behalf of a government agency, and (2) unrecovered bad debt.
- e. "Service Area" shall mean the geographic boundaries of the Grantor.
- f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. Granting of Franchise. The Grantor hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets now in existence and as may be created or established during its terms; any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

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3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 16. This Franchise will be automatically extended for one additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
4. **Use of the Streets and Dedicated Easements.**
  - a. Grantee shall have the non-exclusive right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities when available on reasonable terms and conditions.
  - b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.
  - c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
5. **Maintenance of the System.**
  - a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
  - b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
  - c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended.
6. **Service.**
  - a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms

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and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 13 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.
- c. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

### 7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

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- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

### 8. **Revocation.**

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after

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written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 9 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545

**10. Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

**11. Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

**12. Confidentiality.** If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.

**13. Notices, Miscellaneous.**

a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: County of Limestone  
310 W. Washington Street  
Email: Athens, AL 35611

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Grantee: Taylor Vice  
Director, Government Affairs  
3000 Riverchase Galleria, Suite 610  
Birmingham, AL 35244  
Email: taylor.vice@charter.com  
Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
  - c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
  - d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.
14. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
15. **Franchise Fee.**
- a. Grantee shall pay to the Grantor annually an amount equal to five percent (5%) of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.
  - b. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a Franchise Fee under this Section 15 shall be reduced by an equivalent amount.
  - c. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty-five (45) days after the end of each calendar quarter the franchise fees required

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by this section. The Grantor shall have the right to review the previous six (6) year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

- 16. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise.
  
- 17. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this 3<sup>rd</sup> day of December, 2018

County of Limestone, Alabama

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, subject to applicable federal, state and local law.

Charter Communications L.L.C.

By: Charter Communications, Inc., its Manager

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

**MOTION** was made by Steve Turner and seconded by Jason Black to extend the current Franchise Agreement with Mediacom Southeast, LLC through December 31, 2018 and authorize the Chairman to execute the following Franchise Agreement for Mediacom Southeast, LLC, effective January 1, 2019.



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## FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Limestone County, Alabama, hereinafter referred to as “the Franchising Authority” and Mediacom Southeast LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, hereinafter referred to as “the Grantee.”

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “Basic Cable Service” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B. “Cable Act” means Title VI of the Cable Act of 1934, as amended.
- C. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- E. “FCC” means Federal Communications Commission, or successor governmental entity thereto.
- F. “Franchising Authority” means Limestone County, Alabama.
- G. “Grantee” means Mediacom Southeast LLC, or the lawful successor, transferee, or assignee thereof.
- H. “Gross Revenues” means revenues derived from Basic Cable Services received by Grantee from Subscribers in the Service Area; provided, however, that Gross Revenues shall not include franchise fees, the FCC User Fee or any tax, fee or assessment of

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general applicability collected by the Grantee from Subscribers for pass-through to a government agency.

- I. "Open Video Services or OVS" means any video programming Services provided to any person by a Franchisee certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the Facilities used.
- J. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- K. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- L. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.
- M. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- N. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

### **SECTION 2** **Grant of Franchise**

**2.1 Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes.

**2.2 Other Ordinances.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control.

**2.3 Other Authorizations.** Except to the extent otherwise provided by law, the Franchising Authority shall not permit any person to provide services similar to those provided by the Grantee in the Service Area without first having secured a non-exclusive franchise from the Franchising Authority. The

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Franchising Authority agrees that any grant of additional franchises or other authorizations including OVS authorizations by the Franchising Authority to provide services similar to those provided by the Grantee pursuant to this Agreement to any other entity shall cover the entire Service Area and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise or other authorization than those which are set forth herein. In any renewal of this Franchise, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increased obligations in the renewal, are not more burdensome and/or less favorable than those contained in any such additional franchise(s) or authorizations.

### **SECTION 3** **Standards of Service**

**3.1 Conditions of Occupancy.** The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

**3.2 Restoration of Public Ways.** If, during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

**3.3 Relocation for the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

**3.4 Relocation for a Third Party.** Omitted.

**3.5 Trimming of Trees and Shrubbery.** The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System.

**3.6 Safety Requirements.** Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.

**3.7 Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

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**3.8 Access to Open Trenches.** Omitted.

**3.9 Required Extensions of the Cable System.** Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing distribution facilities where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

**3.10 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

**3.11 Cable Service to Public Buildings.** The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable Service to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any inappropriate use of the Grantee's Cable System or any loss or damage to Grantee's Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

**3.12 Emergency Alert.** Any Emergency Alert System ("EAS") provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable state and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the

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Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.

**3.13 Reimbursement of Costs.** If funds are available to any provider of services similar to those provided by the Grantee using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other such similar service providers affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

### **SECTION 4**

#### **Regulation by the Franchising Authority**

##### **4.1 Franchise Fee.**

A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of annual Gross Revenues (as defined in subsection 1.1 of this Franchise). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Grantee shall commence payment of the franchise fee on the first day of the calendar month that is at least 30 days after final execution of this Agreement. The franchise fee payment shall be due annually and payable within 90 days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. Limitation on Franchise Fee Actions. The period of limitation for recovery by the Franchising Authority of any franchise fee payable hereunder shall be as provided by law.

**4.2 Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment as expressly permitted by federal law.

##### **4.3 Renewal of Franchise.**

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the renewal provisions of federal law.

B. In addition to the procedures set forth in the Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to the expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions

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of federal law the Franchising Authority and the Grantee may agree to undertake and Finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express renewal provisions of the Cable Act.

**4.4 Conditions of Sale.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of any rights of either the Franchising Authority or the Grantee.

**4.5 Transfer of Franchise.** The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness.

### **SECTION 5** **Books and Records**

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, or that is not calculated or reasonably related to or needed to show compliance with the subsection of the Franchise that is under review, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising

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Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

### SECTION 6

#### Insurance and Indemnification

**6.1 Insurance Requirements.** The Grantee shall maintain insurance in full force and effect, at its own cost and expense, during the term of the Franchise and providing coverage for worker's compensation, commercial general liability, auto liability, and umbrella liability, in such amounts and terms as may be required by law. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

**6.2 Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System in the Service Area provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

### SECTION 7

#### Enforcement and Termination of Franchise

**7.1 Notice of Violation.** In the event that the Franchising Authority believes that the Grantee has not complied with any material term of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

**7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

**7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such

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hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

**7.4 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise, the Franchising Authority may:

A. Commence an action at law for monetary damages or seek other equitable relief; or

B. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

**7.5 Revocation.** Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. The Grantee shall have sixty (60) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Franchising Authority, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the Franchising Authority shall determine whether or not the Franchise shall be revoked. If the Franchising Authority determines that the Franchise shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the Franchising Authority *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within such time allowed by law from Grantee's receipt of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

**7.6 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.



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Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

### SECTION 8 Miscellaneous Provisions

**8.1 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**8.2 Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise shall be mutually agreed to in writing by the parties.

**8.3 Reservation of Rights.** Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.

**8.4 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

The notices or responses to the Franchising Authority shall be addressed as follows:

Limestone County, Alabama  
Attn: County Administrator  
310 West Washington St.  
Athens, AL 35611

The notices or responses to the Grantee shall be addressed as follows:

Mediacom Southeast LLC  
Attn: Legal Department  
One Mediacom Way  
Mediacom Park, New York 10918

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With a copy to: Mediacom Southeast LLC  
Attn: Christopher Lord  
1613 Nantahala Beach Road  
Gulf Breeze, FL 32563

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

**8.5 Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.6 Severability.** If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

**8.7 Term and Effective Date.** The Effective Date of this Franchise is January 1, 2019. The parties agree that, during the time between final execution of this Franchise and the Effective Date, the terms and conditions of the previous franchise agreement will govern. This Franchise shall be for a term of fifteen (15) years from such Effective Date and shall expire on \_\_\_\_\_.

Considered and approved this 3<sup>rd</sup> day of December, 2018.

Limestone County, Alabama

Mediacom Southeast LLC

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Printed Name\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

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

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve the following Amendment to Recreational Trails Program Project Agreement #17-RT-54-09 to delete covering the two bridges as part of the bridge repairs from the project scope.

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STATE OF ALABAMA  
DEPARTMENT OF ECONOMIC  
AND COMMUNITY AFFAIRS  
LIMESTONE COUNTY COMMISSION

RTP AGREEMENT NUMBER:  
AMENDMENT NUMBER:

17-RT-54-09  
1

**AMENDMENT TO PROJECT AGREEMENT**

This amendment to project agreement number 17-RT-54-09 is hereby made and agreed upon by the State of Alabama acting through the Director of the Department of Economic and Community Affairs and the Limestone County Commission pursuant to the Recreational Trails Program Act of 1998.

The State and project sponsor, in mutual consideration of the promises made herein and, in the agreement, of which this is an amendment, do promise that the above referenced agreement is amended as follows:

1. Delete covering the two bridges as part of the bridge repairs from the project scope.
2. No other changes.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof, the parties hereto have executed this amendment as of the date entered below.

**STATE OF ALABAMA**

**LIMESTONE COUNTY COMMISSION**

\_\_\_\_\_  
Kenneth W. Boswell, Director  
Alabama Department of Economic  
and Community Affairs

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Date)

Collin Daly  
\_\_\_\_\_  
(Printed name)

This contract/grant has been reviewed for content, Legal form, and it complies with all applicable Laws, rules and regulations of the State of Alabama Governing these matters.

Chairman  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Claudia Kennedy Smith, ADECA General Counsel

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

**MOTION** was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute the following Tax Abatement Agreements for a period of ten years for Tricap Development LLC and M2H2 Holdings LLC.

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I, the undersigned County Administrator of LIMESTONE COUNTY, ALABAMA, a political subdivision of the State of Alabama, hereby certify that the attached pages numbered consecutively from 1 to 5, inclusive, together with: (a) the attached Applications to Local Granting Authority for Abatement of Taxes designated **Exhibit "A"**; and (b) the attached form of Tax Abatement Agreement designated **Exhibit "B"** constitute a true, correct, and complete copy of excerpts of the minutes of a regular public meeting of the Limestone County Commission held on December 3, 2018, as the same appear in the records of the Limestone County Commission.

WITNESS, my signature, as said County Administrator, under the seal of Limestone County, Alabama, this 3<sup>rd</sup> day of December, 2018.

\_\_\_\_\_  
Pam Ball  
County Administrator  
LIMESTONE COUNTY, ALABAMA

( S E A L )

**CERTIFICATE OF COMPLIANCE WITH OPEN MEETINGS LAW**

I, Pam Ball, as County Administrator of **LIMESTONE COUNTY, ALABAMA**, hereby certify that the regular public meeting of the Limestone County Commission was held in full compliance with the Open Meetings Law, Act No.2005-40, as amended, and that

- (a) the date and hour fixed for the meeting of the Limestone County Commission referred to above was posted in compliance with Section 11-3-8 of the Code of Alabama (1975), as amended;
- (b) the place for posting public ordinances, resolutions and other matters respecting actions by the Limestone County Commission has been, since at least October 1, 2005, the public areas of the County Courthouse and the Limestone County Commission;
- (c) a preliminary agenda was prepared for the meeting referred to above;
- (d) the meeting was conducted in accordance with procedures previously adopted by the Limestone County Commission; and
- (e) votes on all matters were taken orally in the presence of the members of the Limestone County Commission and those assembled.

**WITNESS** my signature as said County Administrator, under the seal of Limestone County, Alabama, this 3<sup>rd</sup> day of December, 2018.

\_\_\_\_\_  
Pam Ball

# MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 3, 2018

## TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (this "Agreement") is made and entered into as of this the 3<sup>rd</sup> day of December, 2018, by and between LIMESTONE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), TRICAP DEVELOPMENT LLC, an Alabama limited liability company (the "Owner"), and M2H2 HOLDINGS LLC, an Alabama limited liability company (the "Company"). The parties to this Agreement are sometimes referred to individually as a "Party," and, collectively, as the "Parties."

WITNESSETH:

WHEREAS, the Company manufactures products for use in the security and detention industry; and

WHEREAS, in order to promote local industrial and commercial development, the Owner proposes to purchase, develop, and construct an existing manufacturing facility located in unincorporated Limestone County at 20941 Sandy Road (the "Facility"), and to lease the Facility to the Company, which will equip, and install therein a state-of-the-art fabricated metal products manufacturing line and undertake, among other key growth initiatives at the Facility, the manufacturing of steel products for use in the security and detention industry (the acquisition, development and construction of the Facility by the Owner, together with the installation and equipping of necessary furniture, fixtures, equipment, and other personal property at the Facility and subsequent operation of the Facility by the Company hereinafter sometimes collectively referred to as the "Project"); and

WHEREAS, the Owner expects to invest approximately \$14,750,000 to acquire and construct the Project and the Company expects to invest approximately \$6,110,000 to develop, equip, and install the Project and employ approximately 50 or more employees at the Project; and

WHEREAS, the Owner and the Company have requested that the County grant certain tax abatements with respect to the Project pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the "Act"), and each filed the related Applications to Local Granting Authority for Abatement of Taxes, copies of which are attached hereto as Exhibit A and Exhibit B, respectively (the "Applications"), and the Limestone County Commission has by resolution duly approved the grant of such abatements at a regularly scheduled public meeting of the Limestone County Commission held on December 3, 2018; and

WHEREAS, the County represents and warrants to the Owner and the Company that it is authorized under the constitution and laws of the State of Alabama, including the provisions of the Act, to carry out the provisions of this Agreement; and

WHEREAS, the Project will constitute a qualifying "industrial or research enterprise" within the meaning of the Act; and

WHEREAS, the County has found the information contained in the Applications to be sufficient to permit the County to make a reasonable cost/benefit analysis of the Project and to determine the economic benefits to the community; and

WHEREAS, the County has determined that the Owner and the Company should be granted the abatement of taxes provided herein in order to encourage and induce the Owner and the Company to

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 3, 2018**

locate and acquire, develop, construct, equip, and install the Project within the County and the State of Alabama.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the Parties agree as follows:

(1) ABATEMENTS: Pursuant to the Act, the County hereby grants to the Owner and the Company: abatements of Noneducational Ad Valorem Taxes for a period of ten (10) years for each piece of property obtained by the Owner or Company for the Project, said abatement to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Owner or the Company, abatements of Construction Related Transaction Taxes associated with the Project to the fullest extent allowed under the Act, and abatements of Mortgage and Recording Taxes to the fullest extent allowed under the Act. The terms "Noneducational Ad Valorem Taxes," "Construction Related Transaction Taxes," and "Mortgage and Recording Taxes" shall have the same meaning herein as in the Act. As a basis for the abatements granted by the County, the County hereby finds and declares (in reliance, in part, upon certain information supplied by the Owner and the Company) as follows:

(a) The estimated amount of each abatement applicable to the Company's investment in the Project is as follows:

(i) Noneducational Ad Valorem Taxes: \$635,380 (of which \$501,500 is attributable to the Owner and \$133,880 is attributable to the Company);

(ii) Construction Related Transaction Taxes: \$316,400 (of which \$222,000 is attributable to the Owner and \$94,400 is attributable to the Company); and

(iii) Mortgage and Recording Taxes: \$0.

(b) ESTIMATIONS ARE NOT LIMITATIONS: The estimates of tax abatements contained in the preceding subparagraph and in the Applications are estimates and not restrictions or limitations. It is the intent of this Agreement that the abatements be granted in accordance with this Paragraph (1) whether or not such abatement materially exceeds or is less than the estimated amounts.

(2) GOOD-FAITH PROJECTIONS: The Owner and the Company hereby make the following good-faith projections:

(a) Amount to be invested in the Project: \$20,860,000

(b) Number of new employees to be employed initially at the Project and number of new employees in each of the succeeding three years:

Initially	-	30
Year 1	-	0
Year 2	-	10
Year 3	-	10

## MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 3, 2018

Annual payroll of new employees initially at the Project and annual payroll of new employees in each of the succeeding three years:

Initially	\$1,080,000
Year 1	\$0
Year 2	\$360,000
Year 3	\$360,000

(3) **FUTURE TAX CHANGES:** The abatements granted to the Owner and the Company by the County herein extend to any future noneducational ad valorem taxes, all future state sales and use taxes, and all future local noneducational sales and use taxes. Thus, if any additional noneducational taxes are levied by any city or county, the state, or other governmental entity to which the Owner or the Company would otherwise be subject, then as provided in this Agreement, the Owner and the Company shall receive an abatement from such taxes.

(4) **TITLE TO PROPERTY:** The abatements provided for in this Agreement shall be effective regardless of whether title to the real and personal property constituting the Project is vested (for common law purposes, for federal income tax purposes, or for any other tax purposes) in the Owner, the Company, the County, any public corporation, the lender of funds to the Company, or any leasing company holding title to any portion of the Project, any receiver, trustee, or other fiduciary on behalf of the Owner or the Company or either of their creditors, any trustee in bankruptcy or debtor-in-possession of the Owner or the Company, a Project contractor or subcontractor, or a Project vendor.

(5) **FURTHER ASSURANCES AND COOPERATION:** Each Party shall execute such additional documents and instruments as may reasonably be required by the County and will take all reasonable and necessary steps and actions to ensure that the Owner and the Company receive the abatement of taxes set forth in this Agreement. Further, the County will not take any actions that would undermine or circumvent the intent of this Agreement.

(6) **AMENDMENT IN WRITING:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the Parties.

(7) **SEVERABILITY:** All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason any of the provisions hereof are held to be invalid or unenforceable to any extent, to the extent that the remaining such provisions are valid and enforceable, the Parties intend for the remaining provisions of this Agreement to be interpreted in a manner so as to provide for maximum validity and enforceability of the abatements granted under this Agreement.

(8) **SUCCESSORS AND ASSIGNS:** This Agreement shall bind the Parties and their respective successors and assigns. The abatements shall be available to any successor owner or assignee of the Project or any portion thereof that operates the Project or such portion thereof as an industrial or research enterprise, as such term is defined in the Act, as from time to time amended, including without limitation any developer/lessor, any leasing company, and any affiliate of the Owner or the Company, to the same extent that such abatements would have been realized by the Owner or the Company had it continued to own the Project or such portion. The Owner and Company may freely assign all or part of the abatements granted herein.

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 3, 2018**

(9) CONSTRUCTION: This Agreement shall be liberally construed to effectuate the granting of the abatements intended to be provided by this Agreement.

(10) COUNTERPARTS: This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the Parties hereto, notwithstanding that all of the Parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name and on its behalf, by its duly authorized officer, the Owner has caused this Agreement to be executed in its name and on its behalf, by its duly authorized officer, and the Company has caused this Agreement to be executed in its name and on its behalf, by its duly authorized officer, effective the date and day first above written.

**ATTEST:**

**LIMESTONE COUNTY, ALABAMA**

\_\_\_\_\_  
Pam Ball  
County Administrator

\_\_\_\_\_  
Collin Daly  
Chairman, Limestone County Commission

**TRICAP DEVELOPMENT LLC**

\_\_\_\_\_  
\_\_\_\_\_

**M2H2 HOLDINGS LLC**

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit A**

**Applications to Local Granting Authority for Abatement of Taxes  
(Tricap Development LLC)**

**Exhibit B**

**Applications to Local Granting Authority for Abatement of Taxes  
(M2H2 Holdings LLC)**

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

**MOTION** was made by Daryl Sammet and seconded by Steve Turner to appoint Collin Daly to Solid Waste Disposal Authority to replace Mark Yarbrough's term ending November 30, 2020.



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

**MOTION** was made by Jason Black and seconded by Steve Turner to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

<b>Proposal No.</b>	<b>Item</b>	<b>Awarded to</b>	<b>Amount</b>
2665	Motor Oils (Dec. 7, 2018 through Dec. 6, 2019)	W.H. Thomas Oil Co.	\$12,864.37 overall
2666	Printing Business Cards (County Commission)	Printers & Stationers, Inc.	\$329.00

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

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve to promote John McCormick to Sergeant; update Staffing Plan and Job Description, respectively.

**Limestone County  
JOB DESCRIPTION**

**Job Title: Court Security Deputy – Sergeant**

Department: Courthouse Security/Sheriff’s Office

FLSA: Nonexempt

Grade: X

Job Description Prepared: February 2013

Amended: December 2018

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Chief Deputy

Subordinate Staff: Courthouse Security Officers

Other Internal Contacts: Maintenance ; County Commission

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External Contacts: General Public; Municipal and County Law Enforcement Officers; State Troopers; Game Warden; Marine Police; FBI; US Marshals; Judges; Attorneys; Court Clerk

### Job Summary

Under the general oversight of the Chief Deputy, the employee manages the courthouse security function of the Sheriff's Office. Employee provides supervision to courthouse security staff. Employee also maintains a secure environment within the courthouse, screens visitors, and determines security needs.

### Job Domains

#### **A. Supervision**

1. Assigns duties to Courthouse Security staff.
2. Approves and signs off on leave for subordinates.
3. Approves and signs time sheets for subordinates.
4. Ensures courthouse security division is adequately staffed to ensure safe environment for officials and visitors.
5. Provides on-the-job training for subordinates.

#### **B. Courthouse Security**

1. Maintains security for court proceedings; provides additional security as needed during high profile trials and proceedings calculated to result in enhanced public alarm and reaction.
2. Meets with judges and attorneys to determine security needs on a regular basis.
3. Intervenes in the event of an altercation; separates and restrains opposing parties.
4. Performs continuous walk-through of courthouse facility looking for irregular activity.
5. Takes custody of individuals with warrants; transports to jail facility.
6. Screens individuals for weapons or prohibited items at courthouse entry.
7. Places authorized weapons in lockbox; arrests individuals with unauthorized weapons.
8. Completes reports on courthouse incidents.
9. Acts as bailiff in courtroom as needed.

#### **C. Other Duties**

1. Assists other County departments such as Animal Control.
2. Sets up emergency/disaster command center; remains on call.
3. Performs patrol duties as required.
4. Performs other duties as assigned.

## MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 3, 2018

### Knowledge, Skills and Abilities

(\* Can be acquired on the job)

1. \*Knowledge of County and departmental policies, procedures, and guidelines.
2. \*Knowledge of state, county, and federal statutes and laws.
3. Knowledge of the criminal justice system and procedures.
4. Knowledge of criminal law, court procedures, and vicarious liability.
5. Knowledge of modern, approved practices and procedures of law enforcement.
6. Verbal skills to effectively communicate with co-workers, commission, and the general public.
7. Driving skills to properly and safely operate a vehicle under adverse conditions.
8. Writing skills to complete clear, concise reports.
9. Ability to multi-task.
10. Ability to organize files and work projects.
11. Ability to work with little or no supervision.
12. Ability to direct the work of others and ensure departmental duties are completed.
13. Ability to pay attention to detail when completing reports.
14. Ability to maintain and properly use all weaponry.
15. Ability to subdue belligerent and hostile individuals.

### Minimum Qualifications

1. Ability to maintain APOST certification.
2. At least five years' law enforcement officer experience.
3. Possession of current and valid driver's license.
4. Ability to pass background check.

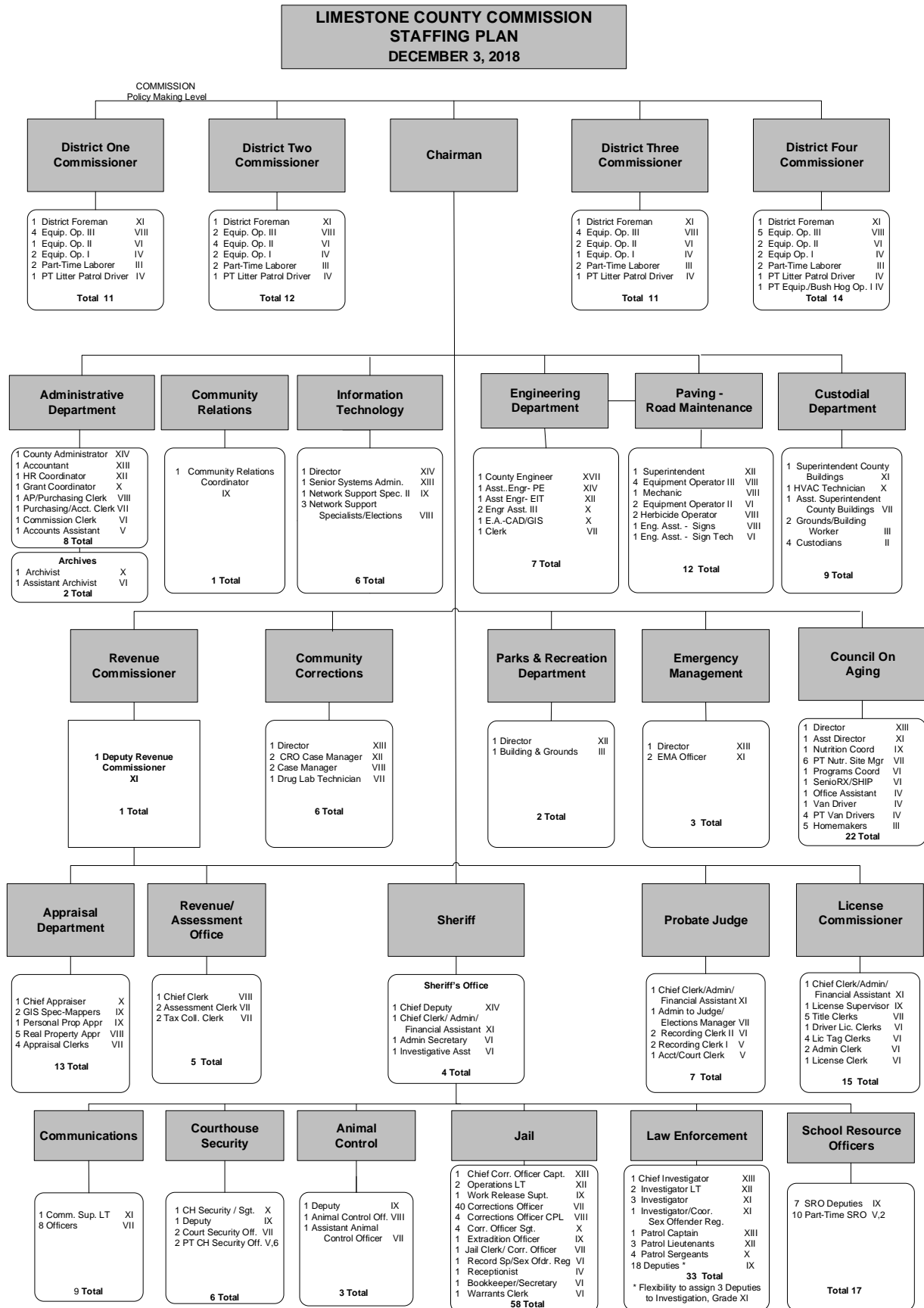
### Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g. working at great heights under extreme weather conditions, subject to physical attack or mob conditions, or similar situations where conditions cannot be controlled.

### Physical Demands

The work requires considerable and strenuous physical exertion such as frequent climbing of tall ladders, lifting heavy objects over 50 lbs., crouching or crawling in restricted areas, and defending oneself or others from physical attack.

# MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 3, 2018



**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 3, 2018**

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

**MOTION** was made by Steve Turner and seconded by Jason Black to approve the following subdivisions:

<b>Name</b>	<b>S/D Type</b>	<b>Approval Type</b>	<b>Lots</b>	<b>District</b>	<b>Location</b>
Morris – Tausch Subdivision	Minor	Preliminary & Final	2	2	West side of Cambridge Lane south of Cambridge Lane & Newby Road Intersection
Johnson Road Subdivision	Minor	Preliminary & Final	3	1	North of Johnson Road & Lewis Road intersection
The Ridge Phase 3	Major	Preliminary	19	2	End of Landview Lane

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

**MOTION** was made by Jason Black and seconded by Steve Turner to close County Offices New Year’s Eve and New Year’s Day.

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

Commissioner Sammet mentioned he talked with Representative Danny Crawford and he is researching the addition of a state drivers’ license examiner. He stated it would require the Commission providing a larger space. He would like for the Commission to support Representative Crawford to reduce the excessive wait time.

Commissioner Turner answered questions, presented during the public comments, regarding the quarry that he had not previously answered. He discussed annexation, the widening of the shoulders of the roads to improve safety, the speed limit and three-way stop option he had brought up early in the process and the traffic counter numbers. He said he had a meeting with Rogers Group and Mayor Tommy Battle. The City of Huntsville is scheduling with Reid Contracting to repair their portion of Gray Road, to match the repairs completed by Limestone County. He is trying to coordinate with Rogers to resurface all of Newby Road, east and west.

## **MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 3, 2018**

Commissioner Black requested before each commission meeting and work session attendees desiring to address the Commission be provided procedures to ensure an orderly meeting. He recommended speakers during their 3-minutes to hit their points and be passionate about it.

Commissioner Harrison announced the Quinn Road repairs, the 1,300 feet leading to the intersection of Blackburn Road, that were delayed may be beginning on Thursday and Friday, weather permitting.

Chairman Daly stated he ran for the position to be the voice of Limestone County and that is what he intends to do. He said, "I'm new in office, give us time, we're working hard." He mentioned the county has received the same amount of gas tax for several years, citing we all face the same issue, a failing infrastructure in all four of our districts. He announced the Limestone County Christmas Tree Lighting being held December 6, 2018, at 5:00 PM and invited all the attend.

Recessed at 11:00 a.m. until 10:00 a.m. on Wednesday, December 12, 2018, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.