

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 22, 2022
COMMISSION MEETING**

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, Danny Barksdale, Jason Black, and LaDon Townsend. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Daryl Sammet to approve the minutes of February 7, 2022.

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve the following claims:

02/04/2022	Check #	0064431 - 0064489	\$	215,029.00
02/04/2022	Check #	0064490 - 0064491	\$	1,000.00
02/07/2022	Check #	0064492	\$	14,625.00
02/11/2022	Check #	0064493 - 0064552	\$	<u>451,600.24</u>
		TOTAL	\$	682,254.24

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

Due to a conflict of interest, Commissioner Jason Black informed the Commission that he would be abstaining from the vote regarding the approval of the resolution granting the tax abatement to Athenian Sky Solar, LLC.

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve a resolution granting a tax abatement to Athenian Sky Solar, LLC for its new project.

Athenian Sky Solar, LLC

The County Commission of

Limestone County, Alabama

ROAD AND RIGHT-OF-WAY AGREEMENT

THIS ROAD AND RIGHT-OF-WAY AGREEMENT (the “**Agreement**”) is entered into and effective as of the 22nd of February, 2022 (the “**Effective Date**”) between LIMESTONE COUNTY, ALABAMA (the “**County**”) and [ATHENIAN SKY SOLAR, LLC], a Delaware limited liability company (the “**Company**”).

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WHEREAS, the County is familiar with the solar energy project (the **“Project”**) proposed by the Company in the portion of the County shown on Exhibit A (**“Project Area”**);

WHEREAS, the Company contemplates making certain improvements to the real property located within the Project Area consisting of an approximately 67 megawatt (alternating current) solar photovoltaic electric generating facility, a high voltage project substation and associated facilities (**“Improvements”**);

WHEREAS, there are no County rules or ordinances that would require the Company to obtain zoning approval, a permit, or an authorization for the ownership, construction, operation or maintenance of the Project and its Improvements within the Project Area, and there are no County rules or ordinances regarding decommissioning, safety buffer zones, set back requirements, noise restrictions, shade, flicker, shadow or visibility restrictions, or other zoning rules or regulations affecting the proposed ownership, construction, operation, or maintenance of the Improvements within the Project Area;

WHEREAS, no part of the Project Area is located within the city limits of any city, and no part of the Project Area is located within the extraterritorial jurisdiction of any city located in the County;

WHEREAS, the ownership, construction, operation, and maintenance of the Improvements will require access to, egress from, encroachments into, crossings of, and certain upgrades to (collectively, **“Road Usage”**) portions of County roads, County owned rights-of-way, and County-held right-of-way easements, specifically the portions of Co Rd 47, Co Rd 52C, and Co Rd 48 referenced in Exhibit B (collectively **“County Roads”**);

WHEREAS, by its dedication, use, and/or maintenance of the roads and as the owner and holder of County rights-of-way and right-of-way easements in the County, the County Commission of Limestone County, Alabama has the authority on behalf of the County to permit such Road Usage; and

WHEREAS, the Company seeks the County's permission for such Road Usage, and the County has agreed to grant said permission subject to the conditions and provisions of this Agreement.

NOW, THEREFORE, IT IS AGREED TO BETWEEN THE COUNTY AND THE COMPANY AS FOLLOWS:

1. That the findings and recitals in the preamble to this Agreement are true and correct, and are hereby AGREED TO, RATIFIED, APPROVED and ADOPTED.

2. That the County hereby grants permission to the Company and its successors and permitted assigns, during the planning and construction phases of the Project and Improvements, and thereafter during the operation and maintenance phase of the Project and Improvements until said Project and Improvements are completely abandoned, to use all County Roads for the Road Usages described herein, including but not limited to: (a) access and egress to and from the Project, including the construction of access driveways, and (b) overhead and underground crossings of said County Roads with (i) the Project's electrical collection lines (overhead and underground) interconnecting portions of the Project and Improvements, (ii) overhead and underground transmission lines connecting the Project and Improvements to the electrical grid power system, and (iii) other related lines such as communication lines and grounding lines, whether overhead or underground; provided, however, the Improvements shall not interfere with existing utilities. The County and the Company further agree that all underground crossings shall be installed to a depth of at least four (4) feet below the then-existing surface elevation. The Company shall be solely responsible, in its sole discretion, for the design and configuration of its Improvements. Prior to the installation of the Company's electrical connection lines, transmission lines, and other related lines, the Company must provide plans to the County showing that improvements related to the project will not interfere with or damage existing

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utilities. The County may, by written notice to the Company within forty-five (45) days of receipt of such plans, object to the proposed plans based on the County's determination that the proposed plans interfere with existing utilities; provided, that such acceptance of such plans will not be unreasonably withheld, conditioned, or delayed. The County must provide a detailed written statement setting forth the grounds for rejection of the proposed plans. Nothing in this Agreement shall be construed to exempt the Company from following any applicable federal, state, or County statute, rule, or regulation.

3. The Company agrees to pay for the costs to purchase the materials, labor, and use of equipment necessary, or to reimburse to the County the costs of such materials, labor, and equipment use, to complete the following: (i) to widen the intersection at the corner of Co Rd 47 (Glaze Rd) and Co Rd 52C (Quinn Rd) and (ii) to resurface to existing County roadway specifications approximately 2,000 linear feet of roadway adjacent to the Project (hereinafter, "the Work"). The parties agree that the County may use County labor and equipment or utilize contracted labor and equipment to complete the Work. The parties estimate the cost to complete the Work to be approximately eighty-five thousand dollars (\$85,000.00) and agree that the Company's liability shall not exceed eighty-five thousand dollars (\$85,000.00) should the actual cost of the Work to widen the intersection and resurface Quinn Rd exceed that estimated amount. When the Company has substantially completed the installation of equipment at the Project, it shall notify the County and the County shall begin the Work in as timely a manner as is practicable under the circumstances then existing.

4. The Company further agrees to perform a road survey on the County Roads prior to the commencement of construction (the "**Baseline Road Survey**") and after the completion of construction (the "**Final Road Survey**"). The Company agrees to work in good faith with the County to compare the surveys, identify damage directly resulting from construction activities related to the Project, and identify work needed to repair, resurface, or otherwise return the roads to their approximate condition in the Baseline Road Survey. The Company agrees to purchase the materials so that the County can undertake such repairs, so long as these repairs are identified within 180 days of the completion of the Final Road Survey.

5. The rights and responsibilities of the Company hereunder may be assigned, in whole or in part, without the County's consent in the following instances: (i) by the Company to an affiliate of the Company, (ii) by the Company to a person or entity (whether or not an affiliate of the Company) that acquires all or any portion of the Company's interest in the Improvements or this Agreement, (iii) by the Company to a lender or lenders as collateral in connection with a financing by such lender(s) of the Project arranged by or on behalf of the Company or any of its affiliates, or (iv) by a lender or its collateral or administrative agent to a third party transferee of the lender in the event that the lender has exercised a right of foreclosure with respect to the Improvements; provided however, that the Company (or the party assigning the Agreement) shall give written notice of any such assignment to the County, and, with respect to the assignment contemplated in clause (i), (ii) or (iv), the assignee shall have executed an instrument of assumption of the assignor's obligations in form and substance reasonably satisfactory to the County. For any other proposed assignment by the Company of its rights and responsibilities hereunder, the rights and responsibilities of the Company hereunder may be assigned, in whole or in part, only after obtaining the County's prior written consent which consent shall not be unreasonably withheld, conditioned, or delayed.

6. This Agreement shall inure to the benefit of and be binding upon the County and the Company and to each of the County's and the Company's respective heirs, transferees, successors and permitted assigns, and all persons claiming under them.

7. All notices, claims, certificates, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows: (i) if to Limestone County, to the Chairman of the Limestone County Commission at the address set forth on the signature page, and (ii) if to

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the Company, as follows:

[Athenian Sky Solar, LLC]
550 South Caldwell Street
Suite 600/Mail Code NAS06
Charlotte, NC 28202
Attn: Graham Furlong

8. This Agreement (including the Exhibits) shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in this Agreement, this Agreement may be amended only by a written agreement signed by the parties. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama without regard to the conflict of laws provisions thereof that would apply the law of any other jurisdiction. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each party hereto on separate counterparts with the same effect as if all signatory parties had signed the same document, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. Should any provision of this Agreement be held, in a final and non-appealable decision by a court of competent jurisdiction, to be either invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County, as authorized by the County Commission of Limestone County, Alabama and by the Company on the respective dates shown below. The later of the dates shown below shall be the "Effective Date" of this Agreement.

ATTEST/SEAL:

Collin Daly
Chairman

DATE:

Daryl Sammet
Commissioner District 1

Danny Barksdale
Commissioner District 2

Jason Black
Commissioner District 3

LaDon Townsend
Commissioner District 4

Ellen Morell
County Administrator

Address for the Chairman of the County
Commission:
Chairman of the Limestone County Commission
310 W. Washington Street
Athens, AL 35611
Phone: (256) 233-6400
Fax: (256) 233-6403

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Exhibit B

County Roads Segments

1. County Road 47 (Glaze Rd) between State Hwy 2 (Lee Rd) and County Road 48 (New Cut Rd).
2. County Road 52C (Quinn Rd) sections bordering the Projects, from County Road 47 to the East a distance - 3,000 ft.
3. County Road 48 (New Cut Rd) from County Road 47 East a distance of $\frac{3}{4}$ mile to the border of the Project property.

[ATHENIAN SKY SOLAR, LLC]

By: _____

Name: _____

Title: _____

Date: _____

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; LaDon Townsend, aye; Danny Barksdale, nay; and Jason Black, abstained. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Danny Barksdale to approve a resolution to adopt model policies and procedures applicable to federal awards as required by 2 C.F.R. Part 200.

**RESOLUTION TO ADOPT MODEL POLICIES AND PROCEDURES APPLICABLE
TO FEDERAL AWARDS AS REQUIRED BY 2 C.F.R. PART 200**

WHEREAS, Limestone County, Alabama (the "County") has received a federally funded award and may from time to time receive additional federally funded awards; and

WHEREAS, the County is charged with ensuring that such funds are expended in accordance with state and federal law, including Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200); and

WHEREAS, the Limestone County Commission (the "Commission") has determined that it is necessary and appropriate to adopt implementation policies and procedures to govern the administration of federal funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1. The County's expenditure of federal funds shall be administered in accordance with the Model Policies and Procedures set forth in Addendum 1 to this Resolution, the provisions of which are fully

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adopted and incorporated herein by reference.

2. Except as it relates to federal awards, this policy supplements and does not supplant the any other county purchasing or procurement policies, guides, or rules. Provided, however, that if the County's other purchasing or procurement policies, guides, or rules are in conflict with the Model Policy and Procedure adopted, the provisions of the Model Policy and Procedure shall control.

IN WITNESS WHEREOF, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 22nd day of February 2022.

Collin Daly, Chairman

ATTEST:

Ellen Morell, County Administrator

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve a resolution for designation of a program director for projects funded with the county's American Rescue Plan Act fiscal recovery funds.

**RESOLUTION FOR DESIGNATION OF A PROGRAM DIRECTOR FOR PROJECTS
FUNDED WITH THE COUNTY'S
AMERICAN RESCUE PLAN ACT FISCAL RECOVERY FUNDS**

WHEREAS, Limestone County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are administered in accordance with state and federal law; and

WHEREAS, federal requirements governing the management and administration of ARPA funds require the designation of an individual responsible for the administration of ARPA funded projects (hereafter, "Program Director"); and

WHEREAS the Limestone County Commission (the "Commission") has determined that it would be appropriate to designate a County employee as the Program Director for projects funded with ARPA Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1. The County hereby appoints Collin Daly, Chairman, to act as the Program Director for the administration of ARPA funded projects authorized by resolution of the Commission and in accordance with the policies and procedures for project administration adopted by the Commission.

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2. The Collin Daly, Chairman, shall serve as the Program Director for all ARPA funded projects, unless another individual is later designated as the Program Director for ARPA funded projects or for a specific ARPA funded project.

IN WITNESS WHEREOF, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 22nd day of February 2022.

Collin Daly, Chairman
Limestone County Commission

ATTEST:

Ellen Morell, County Administrator

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

MOTION was made by Daryl Sammet and seconded by Jason Black to approve a resolution to add an additional polling precinct at Most Merciful Jesus Catholic Church in Beat 13, effective for the May 24, 2022 primary election.

RESOLUTION

WHEREAS, Section 17-6-4(d) of the Code of Alabama (1975 as amended) states, “Except as provided further by local election laws or by the electronic vote counting laws, whenever voting places are once designated and established as required by this section, the voting places for precincts shall not be changed within three months before an election is to be held. When the boundaries of election precincts are changed, the county governing body shall forthwith designate and establish at least one voting place for every 2,400 voters in each election precinct so created. Voting places shall be the same for all elections, whether primary, general, or special, or federal, state, district, or county”; and

WHEREAS, the Limestone County Beat 13 current polling precinct, the Lamb of God Lutheran Church, has far exceeded its capacity to efficiently provide voters with a proper voting experience due to the overwhelming growth in the population in the eastern part of Limestone County; and

BE IT RESOLVED by the Limestone County Commission to add an additional voting precinct facility in Beat 13 in order to accommodate current voter registration increase and future voter registration increase.

DONE and **ADOPTED** this 22nd day of February 2022.

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**Collin Daly, Chairman
Limestone County Commission**

ATTEST:

Ellen Morell, County Administrator

The Chairman noted that setting the polling precinct at Most Merciful Jesus Catholic Church was contingent on the Church's agreement to do so. The resolution would be to add an additional voting precinct in Beat 13, and Commissioner Black commented that this was very much needed due to safety issues. The Administrator called the roll. Daryl Sammet, aye; Jason Black, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve the following:

- Approve to hire Gary McGee as Part Time Litter Patrol.
- Approve to hire Misty Sullivan as Deputy Coroner.
- Approve to hire Levi Williams as Deputy Sheriff, effective March 1, 2022.
- Approve to hire Hannah Clem as Building Service Worker.
- Approve to hire Hope Allison Kauppila as a Communications Officer, effective March 1, 2022, pending a drug screening.

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Allen Aldridge	Superintend. of Facilities and Grounds	3/17/2022
Audrey Kilpatrick	Tag Clerk	3/29/2022
Bobbi Bailey	Elections Mgr./Admins. Assistant	3/23/2022
Brandon Baker	SRO	3/21/2022
Cady Jackson	Corrections Officer	3/18/2022

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Carma Whisenant	Corrections Officer	3/7/2022
Cary Moore	Deputy Sheriff	3/8/2022
James Scott	Facilities and Grounds Worker	3/2/2022
James Williamson	PT Littler Patrol Driver	3/15/2022
Jonathan Swart	Corrections Officer	3/7/2022
Joey Linginfelter	Corporal-Jail (Corrections)	3/7/2022
Justin Flanagan	Chief Deputy Sheriff	3/17/2022
Loren Norwood	Corrections Officer	3/2/2022
Michele Holden	License Clerk	3/6/2022
Nichole Anderson	Driver's License Clerk	3/3/2022
Patricia Phillips	Van Driver	3/15/2022
Samuel Beckham	Corporal-Jail (Corrections)	3/7/2022
Sheila Vickers	Senior Center Manager	3/18/2022
Sydnæe Townsend	Deputy Sheriff	3/5/2022
Vanessa Yates	Building Service Worker	3/7/2022
Zach Mucci	Case Manager	3/17/2022

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

MOTION was made by Danny Barksdale and seconded by Jason Black to approve to sell the following on GovDeals:

Department	Item	Inventory #	Serial #
Sheriff's Department	2019 Ford Travel Van	730	1FBAX2CM5KKA37308

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve a public hearing regarding an application from the Limestone County Commission to the Alabama Department of Transportation for a federal capital funding grant under Section 5310 of the Federal Transit Act. This grant will provide a new van, replacing the old van, to transport kidney dialysis patients in Limestone County.

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

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Commissioner Daryl Sammet gave an update regarding the bridge on the east side of Thach Road and the bridge culvert off State Line Road.

Commissioner Jason Black commented that flooding and temperature changes mean more potholes. Commissioner Black stated, "At this time of the year, there will be more and more until we can get some warm weather where we can get the mix to stick."

Commissioner LaDon Townsend gave an update on Chapman Hollow Road and agreed with Commissioner Black regarding the potholes.

Chairman Collin Daly reported that the much-needed radio system, as well as other projects, were in the works, and these projects will be paid for through the ARPA funds. Commissioner Daly also reported that he attended the "Whataburger" groundbreaking and expressed his appreciation for "Whataburger" coming to the community.

Adjourned at 10:11 a.m. until 9:00 a.m. on Monday, March 7, 2022, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.