

**MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 2, 2020
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, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Jason Black to approve the minutes of October 19, 2020.

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

MOTION was made by Daryl Sammet and seconded by Jason Black to approve the following claims

10/16/20	Check # 59179 – 59227	\$ 376,520.98
10/16/20	Check # 59228	\$ 139,000.00
10/23/20	Check # 59229 – 59311	\$1,254,115.48
10/28/20	Check # 59312	<u>\$ 2,387.50</u>
	TOTAL	\$1,772,023.96

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. Daryl Sammet, aye; Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to accept a grant from the Bureau of Justice Assistance in the amount of \$11,535.00 for 15 bullet proof vests at the Sheriff's Office. This is a 50% match grant. The Sheriff's Office will pay the \$5,767.50 match.

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 Ben Harrison and seconded by Daryl Sammet to authorize the Chairman to execute the following agreement with Charter Communications Operating, LLC, for revised Right of Entry Agreement at the Sarrell Dental location.

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COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement (hereinafter the "Agreement") is by and between Limestone County Commission (hereinafter the "Owner"), with a mailing address of 310 West Washington Street, Athens, Alabama 35611 and owning real estate located 310 West Elm Street, Athens, Alabama 35611 (hereinafter the "Premises") and **Charter Communications Operating, LLC**, on behalf of itself and its affiliates, (hereinafter collectively "Charter"), with a mailing address of 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: Commercial Contracts Management. This Agreement commences on the later of the execution dates set forth below the signatures (hereinafter the "Effective Date"). Charter and Owner may individually be referred to as a "Party" or collectively as the "Parties".

THE PARTIES AGREE AS FOLLOWS:

1. RIGHT OF ENTRY AND EQUIPMENT.

- a. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter a non-exclusive right of entry to the Premises and those buildings of Owner located on the Premises (including building roof top(s)) ("Buildings") for the installation, attachment, maintenance, modification, inspection, relocation, repair, upgrade, replacement or removal of any equipment and facilities and other communications accessories, equipment, apparatus, fixtures, hardware, appliances, and appurtenances and any other associated equipment (collectively, "Equipment") to provide any of Charter's services (hereinafter the "Services") to any customers who can receive Services by such Equipment. Owner also hereby authorizes Charter to utilize those conduits and ducts of Owner that Owner may designate as available for Charter's use (collectively "Conduit").
- b. The rights herein granted to Charter shall include use of available power at the Premises, together with the right to access and use all i) risers in the Buildings, ii) Building entrance facilities, iii) Building utility entrance facilities, iv) utility closets in the Buildings, v) private rights-of-way, and vi) other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein.
- c. All of the above grants and authorizations given by Owner are to the extent necessary or desirable for Charter to provide its Services to the Premises and shall extend to Charter's authorized agents.

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- d. The Equipment is not, and shall not be deemed to be, affixed to or a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises. Charter shall install, operate and maintain the Equipment on the Premises at its own expense and in accordance with all applicable laws.
2. **OWNER REPRESENTATIONS.** Owner represents and warrants to Charter that Owner is the legal owner of the Premises, the Building(s) and Conduit (if applicable), and that no other person has any rights in the forgoing that conflict with Charter's rights under this Agreement. Owner recognizes Charter's right to have exclusive control over any Charter installed Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent. In the event the Owner is not executing this Agreement, the undersigned person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to the terms and conditions of this Agreement.
3. **RESPONSIBILITY TO CONTACT PUBLIC UTILITIES.** As may be required by law, Charter or its contractors will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines that are located along the routes or in the location in which Charter installs any Equipment, to the extent such damage arises from Charter's installation activities.
4. **RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES.** If Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively "Impacted Private Lines") then both Parties shall, in advance of any underground construction performed by Charter, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, Owner provides below its authorized representative (with contact information) regarding the Joint Effort. (Please print clearly)

Name: Pam Carter

Address &/or email: pam.carter@limestonecounty-al.gov

Phone: 256-233-6400

After the Joint Effort, the following shall take place: (i) Charter will make a determination on the need to locate and mark Impacted Private Lines including, but not limited to, the methods and arrangements for same, and (ii) If deemed by

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Charter necessary to do so, a qualified Charter contractor shall locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Charter. In the event that Charter damages any clearly marked Impacted Private Lines along the routes or in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter's Equipment installation activities on the Premises, then Charter shall promptly, within a reasonable period of time, repair said damage(s) to Owner's reasonable satisfaction, after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice, if needed, shall be provided to Charter no later than thirty (30) days after Charter's initial installation of Equipment.

- 5. INSURANCE.** Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.
- 6. TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is five (5) years after the Effective Date, or (ii) the date that is 6 months after the date that Charter is no longer providing Services to any tenant of the Premises (the "Term"). Following the Term, Owner may terminate this Agreement upon 90 days advance written notice to Charter in the event Charter is no longer providing Services to any tenant of the Premises. Should any tenant of the Premises request Services during such 90-day termination notice period, the related notice of termination shall be deemed rescinded and thereafter null and void. Charter may, within 90 days of the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner, with lien free title thereto passing immediately to Owner at no cost to Owner.
- 7. ASSIGNMENT.** This Agreement may be freely assigned by either Party, provided that the assignee agrees in writing to assume all of the obligations of assignor hereunder, and be bound by all of the terms and conditions of, this Agreement. Notwithstanding anything to the contrary herein, either Party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of the Party relating to the Services or applicable Buildings. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assigns.

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- 8. LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED-- REGARDING THE EQUIPMENT OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 9. INDEMNIFICATION.** Each Party will indemnify, defend, and hold the other harmless from and against all liability, loss, costs, damages, (together with reasonable attorneys' fees associated therewith) arising out of any third party claims resulting from the negligence, willful misconduct of a Party, or breach of this Agreement (including but not limited to any representation or warranty hereunder).
- 10. JURY TRIAL WAIVER.** IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, THE PARTIES EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- 11. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both Parties.
- 12. SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had not been contained herein.
- 13. NO WAIVER.** Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.
- 14. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement may be transmitted by electronic mail, and signatures so transmitted will be deemed the equivalent of delivery of an original signature.

This Agreement shall be construed to be in accordance with the laws of the State where the Premises is located.

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CHARTER:

Charter Communications Operating, LLC
By: Charter Communications, Inc. its Manager

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

OWNER:

Limestone County Commission

By: _____
(Signature)

Printed Name: Collin Daly

Title: Chairman

Date: November 2, 2020

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Daryl Sammet, 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 budget revision:

Department	Account Number	Title of Line Item	Amount
Old Kroger Building (Public Library)	112-59209-271	Insurance – Building	+\$12,299.50
	112-35910	Budgetary Fund Balance	-\$12,299.50

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 Daryl Sammet to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
License Comm.	001-21600-235	R&M Data Proc Equipment	+\$16,500.00
	001-51600-880	Data Processing Equipment	+\$8,000.00
	001-44719	Cares Funding - Covid	-\$24,500.00
Information Tech	001-51965-580	Data Processing Equipment	+\$75,000.00
	001-44719	Cares Funding - Covid	-\$75,000.00
Sheriff Office	001-52100-580	Data Processing Equipment	+\$8,900.00
	001-44719	Cares Funding - Covid	-\$8,900.00
Jail	001-52200-880	Data Processing Equipment	+\$17,800.00
	001-44719	Cares Funding - Covid	-\$17,000.00

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Daryl Sammet, 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 proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2736	Sanitary Supplies (Nov. 4, 2020 to Nov. 3, 2021)	American Paper & Twine	Overall sanitary supplies \$2,287.63. 20% discount on current general full line catalog for office supplies.

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 Steve Turner and seconded by Jason Black to hire Cody Burrus as Corrections Officer, pending drug screening.

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 promote Tracy Wooldridge to Nutrition Coordinator at Council on Aging.

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 Steve Turner and seconded by Jason Black to hire Daxton Gilbert as Equipment Operator 1 in District 2, pending drug screening.

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 Daryl Sammet and seconded by Ben Harrison to transfer Justin Brown to District 1 as Equipment Operator 3.

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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 Jason Black and seconded by Daryl Sammet 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
Michael Bloodworth	Extradition Officer	11/04/20
Robert Terry Boyd Jr.	Engineering Foreman	11/21/20
Jason Carter	Equipment Operator III	11/27/20
Elizabeth Clark	Recording Clerk II	11/14/20
Jennifer Easter	Assessment Clerk	11/09/20
Dustin Gatlin	Equipment Operator III	11/25/20
Judith Harvey	Chief Appraiser	11/08/20
Tavaris Hines	Deputy	11/03/20
Wendy Johnston	Recording Clerk	11/30/20
Lisa Kellum	Corrections Officer	11/15/20
Jacob Lamar	Corrections Officer	11/01/20
Linda McKinney	Communications Officer	11/15/20
Jacquelin McNatt	Corrections Officer Sergeant	11/01/20
Dannie Miller	District 2 Foreman	11/08/20
Rhonda Mitchell	License Tag Clerk	11/03/20
Marcia Pratt	Tag Clerk	11/06/20
Jacob Rupp	Corrections Officer	11/01/20
Caleb Ryan	Deputy	11/19/20
Pat Ryan	Corrections Officer	11/03/20
Alicia Sanders	Human Resource Coordinator	11/19/20
Jeff Sides	Corrections Officer	11/25/20
Fred Sloss III	Chief Deputy	11/16/20
Paula Thompson	Assessment Clerk	11/24/20
Pamala J. Vinyard	Cowford Building & Grounds	11/04/20

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 Ben Harrison and seconded by Jason Black to approve the following subdivisions:

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Name	S/D Type	Approval Type	Lots	District	Location
MidPointe Business Park	Major	Final	3	2	North side of Hwy 72 approx. 1600' west of Mooresville Rd
Davis Road Subdivision	Minor	Preliminary & Final	5	3	Approx. 1 mile south of Hwy 72 on the west side of Davis Rd
Vaught Subdivision	Minor	Preliminary & Final	4	4	Approx. 500' west of Hwy 99 on south side of New Cut Rd
Salem-Minor Hill Road Subdivision	Minor	Preliminary & Final	4	4	East side of Salem Minor Hill Rd near the TN State Line
Elk River Mills Sub.	Minor	Preliminary & Final	4	4	Approx. 1½ miles west of Alabama Highway 99 on north side of Elk River Mills Rd

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.

Commissioner Sammet reported that Black Road remains closed. He noticed that the state is moving paving equipment in the area, so hopefully they'll have the road opened by the end of the week. He said, "This being Commissioner Turner's last meeting, I'd like to wish him luck. You've been a pleasure to work with. You've made some good decisions for the county. You've always worked for the county as a whole."

Commissioner Turner said, "It's my last meeting and it's been a pretty good eight years. I'm proud of everything that we accomplished in District 2. For the people that supported me, I appreciate their support. I have worked every day to try to do what I felt like was best for the district. I would like to thank the commission employees, especially the ladies at the commission office. Pam Ball, I probably couldn't have done this job without you, so thank you. The engineering department has been right there the whole step of the way. If you listen to the engineer, you can get stuff done that doesn't have to be redone. To my employees in District 2, they've took the load off, especially my foreman Dannie Miller. Most importantly, thanks to my family for putting up with me."

Commissioner Black said he's going to use this time to talk about Steve Turner a little bit. He said, "In eight years' time, more jobs have been brought in here than any other eight-year period in the history of Limestone County. His district only has a mile and a half of chip sealed roads. I think eight years ago, you could have probably said there were many more than that. When it comes to District 2, the money that he spent was not like the money where I could go chip seal a road, he had to blacktop the road. Thanks for helping us right the ship and engineering. I think engineering is a great department and with Marc Massey, the men that we have, and the paving crew, everything is awesome. Thanks for your support for all our departments. Limestone County is better than it was. Thank you."

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Commissioner Harrison reported the paving crew finished the last half mile of Witty Mill Road, from Highway 127 to right past Claremont Subdivision. He said the paving crew did an excellent job. He said Bailey Road was supposed to start next week but would be pushed back to later in the winter because there's a 72-inch arch pipe that needs to be replaced, allowed to settle before completing the surface work. He said he had talked with the county engineer with Lauderdale County and it would be another two weeks at least before County Line Road could be paved. He said, "Commissioner Turner, I wish you well in your future endeavors."

Chairman Daly said he would like to remind everyone there will be a lot of traffic around the polling precincts tomorrow. He thanked the 4-H kids for the scarecrows they created and placed on the Courthouse lawn, his wife for the pumpkins and decorations, and Wayne Kuykendall for the corn stalks around the Square. He said, "I want to thank Commissioner Turner, it's been a pleasure working with you for the last two years. You've done a lot of good things for this county. My Dad also asked me to thank you publicly for the two years that he served with you."

Adjourned at 10:16 a.m. until 10:00 a.m. on *Wednesday, November 11, 2020* for the Organization Meeting Pursuant to Code of Alabama 11-3-1, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.