

STATE OF ALABAMA)
FRANKLIN COUNTY)
FRANKLIN COUNTY)

FRANKLIN COUNTY COMMISSION
REGULAR MEETING
JULY 15, 2024 8:30 AM

PRESENT: Honorable Barry Moore, presiding as Judge of Probate and Chairman, and Messrs., David Hester, Joseph Baldwin, Chris Wallace, Jason Miller as Members.

ALSO PRESENT: Solid Waste Manager Gene Ward, County Engineer Jason Baggett, EMA Asst Director Ron Coats, County Administrator Leah Mansell, John Pilati of the *Franklin Free Press*, Evan Hargett, Jessica Thompson, and Terry Bolton.

CALL TO ORDER

Chairman Moore called the meeting to order.

INVOCATION

The meeting was opened in prayer by Member Chris Wallace.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Member David Hester.

ROLL CALL

Chairman Moore stated that all Members are present.

PUBLIC COMMENTS

Chairman Moore started by checking on the status of Chris Wallace's son (Slate) after a recent horse-riding accident. Mr. Wallace stated his surgeries went smoothly and he is at home recovering.

Chairman Moore asked Asst EMA Director, Ron Coats, for an update on Mary Hallman-Glass after back surgery last week. Mr. Coats states she is in much pain and hopes to consult with her doctors today.

Chairman Moore stated that Bill Cheatham has been in contact with Mowery (the elevator company) and wanted to make everyone aware that repairs should only have the elevator inoperable for (1) day.

Chairman Moore reminded the Commissioners that Tharptown Rocketry Team will be recognized at The Space and Rocket Center in Huntsville Wednesday. Commissioners will be presenting the Rocket Team Resolution at the Board of Education Meeting, Thursday at 8:00 A.M.

Chairman Moore stated that Leah has sent out budget packets to all the department heads.

Chairman Moore updated the commissioners on the May 16th ADECA grant review. Stated that our records are all in good standing and we received a clean review. Commended Leah Mansell and Jessica Thompson on the work and record keeping.

Chairman Moore request to add the following items to the agenda:

1. Item E. under Sheriff Department- Promote Chris Hill from Deputy to Sergeant.
2. Item F. under Sheriff Department- Promote Chase White from Deputy to Sergeant.

APPROVAL OF AGENDA

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the board to approve Item E. under Sheriff Department- Promotion of Chris Hill from Deputy to Sergeant.

It is on motion of Mr. Joseph Baldwin, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the board to approve Item F under Sheriff Department- Promotion of Chase White from Deputy to Sergeant.

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the board to approve the overall agenda.

APPROVAL OF MINUTES

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the June 17, 2024 Regular Meeting Minutes.

APPROVAL OF BILLS

It is on motion of Mr. Jason Miller, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve the June bills for payment.

NEW BUSINESS

COUNTY COMMISSION

ACCA LEGISLATIVE APPOINTMENT

It is on motion of Mr. David Hester, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the board to approve re-appointing Joseph Baldwin to serve on the 2024-2025 ACCA Legislative Committee.

Letter as follows:

ACCA LEGISLATIVE COMMITTEE NOMINEE FORM

On July 15, 2024 (date), by majority vote of the
Franklin (county) County Commission,
Judge / Chairman / Commissioner (circle one)
Joseph Baldwin (name) was appointed to serve
on the 2024-2025 ACCA Legislative Committee.

Signature Yeah Mansell
County Administrator

*Please return this form to Lisa Fiore by email (lfiore@alabamacounties.org) or fax
(334-263-7678) before the August 1, 2024 deadline.*

EMA

FMLA LEAVE FOR EMPLOYEE

It is on motion of Mr. Jason Miller, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the board to approve FMLA leave for Mary Hallman-Glass. She had back surgery July 9, 2024 and will need 6-8 weeks to recover.

Letter as follows:

July 3, 2024

Commissioners,

I am asking for FMLA leave for back surgery. I will be having surgery on Tuesday, July 9, 2024, in Franklin, TN. I have been told I will need 6-8 weeks off to recover. While I am off, Ron Coats will be over seeing day to day job functions. Thank you for your understanding.

Thank you,

A handwritten signature in cursive script that reads "Mary Glass". The signature is written in black ink and is positioned above the printed name.

Mary Glass

HIGHWAY DEPARTMENT

ADVERTISE FOR BIDS- HWY 75 BRIDGE REPAIR

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the board to approve to advertise for bids on the HWY 75 Bridge Repair.

Letter as follows:



Advertisement for Bid Franklin County



Franklin County is taking sealed bids for labor, equipment, materials, and any incidentals required to complete the work required for **PROJECT NO.: RAAFCP-2024(002) the REHABILITATION OF A BRIDGE BIN: 014930 ON HWY 75 OVER CEDAR CREEK** within Franklin County. This bid is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, regardless if the requirement is explicitly detailed in the bid proposal or not.

Sealed bids will be received by the Franklin County Commission at 405 North Jackson Avenue Russellville, Alabama 35653 until 10:00 AM Central Time on August 21, 2024, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Franklin County Commission.

Specifications are on file and may be acquired at the Franklin County, Alabama, Highway Department, 600 Park Blvd. NE Russellville, AL 35653.

Phone Number: (256) 332-8434

Franklin County Hours of Operation are 8:00 A.M. to 5:00 P.M. (Central Time) from Monday through Thursday.

County reserves the right to reject all Bids or any portion thereof.

RESIGNATION OF TEMPORARY EMPLOYEE

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the board to approve the resignation of temporary employee- Caden Watts.

Letter as follows:

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653

July 2, 2024

Honorable Barry Moore
Chairman
Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Resignation – Caden Watts

Dear Judge Moore:

This letter is to inform you and the Franklin County Commission that Caden Watts is scheduled to resign from his temporary position on June 24, 2024. I'm thankful for Caden's hard work this summer and it's been a pleasure working with him. I want to wish him the very best in returning to school this fall.

Sincerely,

A handwritten signature in black ink that reads "Jason Baggett". The signature is written in a cursive style.

Jason Baggett, PE
County Engineer

Cc: File

VACATE OF UNNAMED ROW

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the board to approve to set a Public Hearing at 8:00 A.M. Monday, August 19, 2024, in regarding to vacating a public right-of-way near 21441 Hwy 24, Russellville. This is at the request of Eddie Hicks. Mr. Hicks will be responsible for contacting the paper and having the public hearing posted for the public hearing is to take place.

Letter as follows:

THE STATE OF ALABAMA

FRANKLIN COUNTY

To The Honorable Barry Moore, Judge of the Office of Probate of Franklin County Alabama and Chairman of the Franklin County Commission, and The Honorable Chris Wallace, The Honorable Joseph Baldwin, The Honorable David Hester and The Honorable Jason Miller, County Commissioners for Franklin County, Alabama

Now comes the undersigned, Eddie Hicks, being hereinafter referred to as Petitioner, who represents unto your honors, the following statement, to-wit:

That Petitioner is the owner of all the property abutting upon the following described part or portion of the following named county right-of-way; and that it desires to vacate said part or portion of said county right-of-way, and that it does, by this statement, vacate the same, said part or portion of said being in Franklin County, Alabama, and described as follows, to-wit:

**Begin at a point near the address at 21441 AL-HWY
24 W Russellville, AL 35653 in Section 32, Township
6 South, Range 12 West (Latitude: 34.4920°
Longitude: -87.8150°); thence north and easterly
along the centerline of said ROW traversing through
Sections 33 and 29 for approximately 7,375 feet to
the point of ending, at Section 28, Township 6
South, Range 12 West (Latitude: 34.5048° Longitude:
-87.8094°).**

That the undersigned Petitioner desires to vacate the above described part or portion of the above named county right-of-way and to close the same and to nullify the effect of the dedication of said part or portion of said county right-of-way to the use of the public.

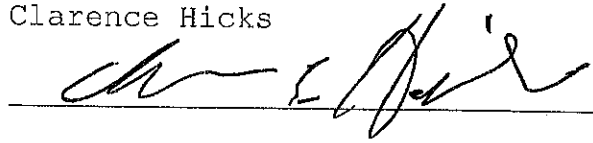
Now Therefore, in consideration of the premises, Petitioner hereby requests that your Honors assent to, approve, ratify and confirm the vacation of the above described part or portion of the above named county right-of-way and the annulment of the dedication of such part or portion of said county right-of-way to the use of the public, subject to the terms and conditions above stated.

The undersigned Petitioner further request that your Honors authorize and direct the Honorable Barry Moore, Judge of the Office of Probate of Franklin County Alabama and Chairman of the Franklin County Commission, to execute a quitclaim deed to Petitioner, by which deed, the Commission of Franklin County, Alabama, shall remise, release and quitclaim unto Petitioner whatever right, title, and interest the said Franklin County, Alabama, may acquire in and to the hereinabove described part or portion of the hereinabove named county right-of-way by virtue of the vacation of same, or otherwise, subject to the terms and conditions contained therein and that Leah Mansell, Clerk of the County Commission of Franklin County, Alabama, be authorized and

directed on behalf of the Commission of Franklin County, to attest the same.

IN WITNESS WHEREOF, Clarence Hicks, has hereunto set its hand and seal this 21 day of June, 2024.

Clarence Hicks

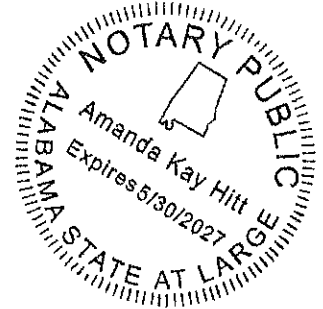


STATE OF ALABAMA
FRANKLIN COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that, Clarence Hicks, whose name is signed to the foregoing Petition, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21 day of June, 2024.

Amanda Kay Hitt
NOTARY PUBLIC



SURPLUS PROPERTY

It is on motion of Mr. Jason Miller second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the board to approve to declare two 2008 Ford F-150 trucks surplus property and post them both on GovDeals.

Letter as follows:

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653

June 27, 2024

Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Surplus Property
(2008 F-150 Pickup Trucks)

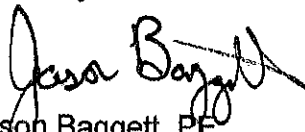
Dear Judge Moore:

I am recommending the following item be declared surplus property and listed on govdeals.com (see attached photos).

Truck #	Year	Make	Model	VIN	Miles
7214	2008	Ford	F-150	1FTRW14WX8FB47977	154,078
7215	2008	Ford	F-150	1FTRX14W58FB94721	207,733

If you have any questions or need any additional information, please inform me.

Sincerely,


Jason Baggett, PE
County Engineer

Cc: File

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653



Truck No. 7214



Truck No. 7215

Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

SHERIFF'S DEPARTMENT/ JAIL

HIRE PERMANENT CORRECTIONS OFFICER/ DISPATCHER

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the board to approve to hire James Fleck as a full-time permanent Corrections Officer/ Dispatcher effective July 8, 2024.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811

JAIL 256-332-8425

FAX 256-332-8816

June 14, 2024

Barry Moore, Chairman
Franklin County Commission
Po Box 1028
Russellville, AL 35653

Gentlemen,

After reviewing applications and conducting interviews, I am hiring James Fleck permanent full time as Corrections Officer /Dispatcher. Effective July 8, 2024.

Sincerely,

A handwritten signature in black ink, appearing to be "S.O.", written over a faint circular stamp.

Shannon Oliver
Sheriff

PROMOTION OF CORRECTIONS OFFICER

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the promotion of Corrections Officer, Kandy Barnett, to Sergeant, effective July 7, 2024.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811

JAIL 256-332-8425

FAX 256-332-8816

June 24, 2024

Barry Moore, Chairperson
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

I am promoting Kandy Barnett from Correction Officer to Sergeant.
Kandy will replace Felix Mojica Sergeants position.
Effective July 7, 2024.

Sincerely,

A handwritten signature in black ink, appearing to be "SLO", written over a faint, illegible stamp.

Shannon Oliver
Sheriff

SURPLUS PROPERTY

It is on motion of Mr. Joseph Baldwin, second by Mr. Chris Wallace unanimously ordered, adjudged and decreed by the Board to approve to a 2016 Ford F-150 surplus property and list it for sale on GovDeals.

Letters as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

June 26, 2024

Barry Moore, Chairperson
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Re: Surplus Vehicle

Gentlemen,

We have a 2016 Ford F-150 Vin# 1FTEW1EFXGKD90241 that needs to be surplus. We will put this vehicle on gov-deals.

Sincerely,

A handwritten signature in black ink, appearing to be "SOL", written over the word "Sincerely,".

Shannon Oliver
Sheriff

HIRE DEPUTY

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to hire Matthew Crum as a permanent full-time deputy, effective July 29, 2024. Mr. Crum will be working security at the Courthouse.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

July 2, 2024

Barry Moore, Chairman
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

After reviewing applications and conducting interviews, I am hiring Matthew C Crum as a permanent full time Deputy Sheriff. Mr. Crum will be working at the Courthouse. Effective July 29, 2024

Sincerely,

A handwritten signature in black ink, appearing to read "S. Oliver".

Shannon Oliver
Sheriff

PROMOTION OF EMPLOYEE

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the promotion of Chris Hill from Deputy to Sergeant, effective July 21, 2024.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

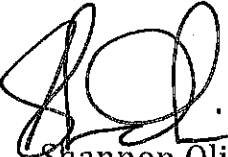
July 11, 2024

Barry Moore, Chairperson
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

I am promoting Chris Hill from Deputy to Sergeant Deputy. Effective July 21, 2024.

Sincerely,



Shannon Oliver
Sheriff

PROMOTION OF EMPLOYEE

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the promotion of Chase White from Deputy to Sergeant, effective July 21, 2024.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811

JAIL 256-332-8425

FAX 256-332-8816

July 11, 2024

Barry Moore, Chairperson
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

I am promoting Chase White from Deputy to Sergeant Deputy. Effective July 21, 2024.

Sincerely,

A handwritten signature in black ink, appearing to be "S.O.", written in a cursive style.

Shannon Oliver
Sheriff

SOLID WASTE

BID HAULING CONTRACT

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to solicit bid on the Hauling Contract. Sealed bids will be due on August 1, 2024 at 2:00 P.M.

BOARD APPOINTMENT

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to re-appoint Kim Horton to the North Alabama Mountain Lakes Tourism Association Board.

Letter as follows:

Imansell@hiwaay.net

From: Kimberley Horton <kimhorton160@gmail.com>
Sent: Friday, June 21, 2024 10:38 AM
To: Imansell@hiwaay.net
Subject: Re: AL Mountain Lakes Appointment

I am willing. But if they want to appoint someone else, that's okay as well! Thanks! - Kim

Kimberley Horton

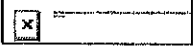
Owner/Manager, Profound Outdoors

GM, Whippoorwill Productions

Manager, Willow Oak Lodge

KimHorton160@gmail.com

Cell: 256-810-5946



On Fri, Jun 21, 2024 at 10:04 AM <Imansell@hiwaay.net> wrote:

Good morning Kim,

Your term is coming up for the Alabama Mountain Lakes Association and I was checking to see if you would be interested in being reappointed for another 2-year term?

Thanks!



Leah Mansell

County Administrator
Franklin County Commission
P.O. Box 1028, Russellville, AL 35653
256.332.8850

**COMMISSION/CVB/COC
APPOINTEE TO
ALABAMA MOUNTAIN LAKES TOURIST ASSOCIATION
BOARD OF DIRECTORS
OCTOBER 1, 2024 - SEPTEMBER 30, 2026**

Kimberley Horton
Name of Appointee

8410 Hwy 43
Mailing Address for Appointee

Spruce Pine AL 35585

256-810-5946
Appointee Telephone Number

Kimhorton160@gmail.com
Appointee Email

Franklin County Commission
Member Appointing Authority


Authorized Signature

Chairman
Title

7/15/2024
Date

Contact Angie Pierce at the AMLA office if there are any questions regarding this appointment. **Please submit by August 15, 2024.**

Please return this form to:

ALABAMA MOUNTAIN LAKES TOURIST ASSOC.
Attention: Angie
P O Box 2537
Decatur, AL 35602
(256) 350-3500
(800) 648-5381
Angie@northalabama.org

CABLE FRANCHISE AGREEMENT WITH SPECTRUM

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to give Chairman Moore the authority to sign the agreement with Spectrum. Chairman Moore stated this was only for cable not for internet. Also, that our attorney, Evan Hargett, had review the contract.

Contract as follows:

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the County of Franklin, Alabama hereinafter referred to as the “Grantor” and Spectrum Southeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

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 Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- 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.

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 an 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 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 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.

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.
- 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 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 Franklin
P.O. Box 1028
Russellville, AL 35653
Email:

Grantee: Charter Communications
Sr. Director, Government Affairs
151 London Parkway
Birmingham, AL 35211
Email: taylor.vice@charter.com

- 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 quarterly an amount equal to five percent (5%) of the Gross Revenues for such calendar quarter, 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 by this section. The Grantor shall have the right to review the previous 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 17 day of July, 2024

County of Franklin, Alabama

Signature: 

Name/Title: Barry Moore Chairman

Accepted this ____ day of ____, 2024, subject to applicable federal, state and local law.

Spectrum Southeast, LLC

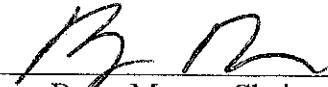
By: Charter Communications, Inc., its Manager

Signature: _____

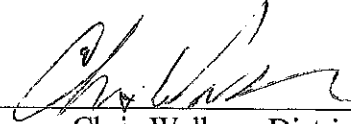
Name/Title: _____

ADJOURNMENT

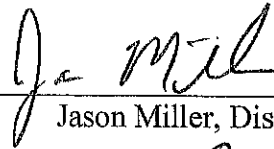
It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, that the meeting be adjourned.



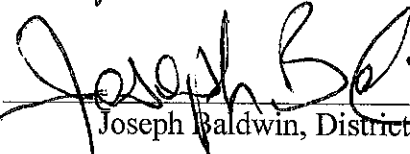
Barry Moore, Chairman



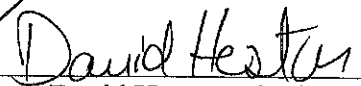
Chris Wallace, District I



Jason Miller, District II



Joseph Baldwin, District III



David Hester, District IV