

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 22, 2022
COMMISSION MEETING MINUTES

The Limestone County Commission met today at 9:51 a.m. for a regular meeting at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

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

The meeting began with the Pledge of Allegiance.

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to approve the minutes of November 7, 2022 and November 16, 2022.

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

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve the following claims:

11/15/2022	Check #	0067745	\$	248.34
11/15/2022	Check #	0067746 – 0067965	\$	35,257.52
11/15/2022	Check #	0067966 – 0068026	\$	239,803.35
11/16/2022	PayPal		\$	300.00
11/16/2022	PayPal		\$	150.00
TOTAL				\$ 275,759.21

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

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve to enter into a Membership Agreement with AirMedCare Network in order to allow AirMedCare Network to provide county employees an option to obtain AirMedCare Network services.

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**Global Medical
Response**

June 5, 2022

Via Email (ellen.morrell@limestonecountv-al.gov)

Ellen Morrell
Limestone County Commission 310 W. Washington
Street Athens, AL 35611

Re: AMCN Membership - Plan Code 17913

Dear Ms. Morrell:

Reference is made to that certain AirMedCare Network Membership Agreement (Plan Code 17913) entered into by and between AirMedCare Network ("**AMCN**") and Limestone County Commission ("**Organization**") pursuant to which AMCN will provide AMCN memberships to certain of Organization's employees (the "Plan"). All capitalized terms in this letter agreement shall have the meanings ascribed to them in the Plan.

This letter confirms and documents that Organization will remit membership fees to AMCN in three (3) equal consecutive monthly instalments. Memberships for Participants will be effective starting fifteen (15) days after AMCN receives a complete application for each Participant along with the first of the three required monthly instalments; provided, however, that the fifteen (15) day waiting period may be waived for unforeseen events occurring during such time.

AMCN and Organization acknowledge and confirm that this letter agreement is being entered into in order to induce Organization to enter into the Plan. To the extent any of the provisions of this letter agreement are inconsistent with any of the provisions set forth in the Plan, the provisions of this letter agreement will govern and control.

_____ Signature	_____ Signature
Collin Daly _____ Printed Name	Keith Hovey _____ Printed Name
Chairman _____ Title	Vice President _____ Title
11/22/22 _____ Date	11/22/22 _____ Date

Keith Hovey, Vice-President 1001 Boardwalk Springs Place, Suite 250,
O'Fallon, MO 63368 Direct: 636.695.5328 | Mobile: 636.542.2605 |
[Ketih.Hovev\(5\)gmr.net](mailto:Keith.Hovev(5)gmr.net)

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AirMedCare
NETWORK

AirMedCare Network Membership for Payroll Deduct Only

Plan Code: 17913

For Limestone County Commission

Organization: Limestone County Commission 310 W
Physical Address: Washington St Athens, AL 35611

Mailing Address: Ellen Morrell 256-233-6400
Contact: ellen.morrell@limestonecountv-al.gov
Phone: Limestone
Email:
County: **Membership Sales Manager/Base:** Wes McAden / BD

Participants:

- The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on a Participant List (to be provided after Participants complete individual membership applications) and remitting such fees to AirMedCare Network so the Participants can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers (each a "Company") as provided in this Agreement.
- The Organization will deduct the fees from the Participants' pay in six (6) equal installments starting in January 2023 and continuing for the next consecutive five (5) regularly scheduled payroll dates. The Organization shall remit such fees to AirMedCare Network in three (3) monthly installments due on or before January 31, 2023, February 28, 2023, and March 31, 2023 subject to a five (5) day grace period. Effective date will be February 1, 2023.
 - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee, or similar relationship) as indicated on the Participant List when the fee for such Participant is paid, o Each Participant must submit a completed membership application to AirMedCare Network.
- For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
- For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

Fees and Payment:

No. of Participants in

Initial Group	Rates	Total
_____	1 Year Membership Participant (s)	\$60.00
_____	3 Year Membership Participant(s)	\$170.00
_____	5 Year Membership Participant(s)	\$ 275.00
_____	10 Year Membership Participant(s)	\$ 520.00

General Provisions:

- Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60-day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
- AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
- This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.

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AirMedCare

Terms and Conditions

AirMedCare Network (“AMCN”) is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider’s membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider’s air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider’s control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. “**Insurance**” or “**benefits**” means any and all types of insurance or benefits without any limitation. By way of example only, such “insurance” or “benefits” include medical benefits available under health insurance, automobile insurance, homeowner’s insurance, workers compensation, and government insurance or benefits programs. Further, the terms “insurance” or “benefits” include any insurance or benefits that are owned by a member (or that are written or held in a member’s name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else’s name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. “Third-party responsibility” means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider’s services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider’s services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member’s injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

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terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC - These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.

Agreed to by:

Signature

Collin Daly

Printed Name

Chairman

Title

11/22/22

Date

Signature

Keith Hovey

Printed Name

Vice President

Title

11/22/22

Date

The Chairman asked if there was any discussion. Commissioner Sammet inquired as to the start date for the services with AirMedCare Network. Attorney Dill stated that is would most likely begin during the months of December or January. The Administrator called the roll. Derrick Gatlin, aye; Daryl Sammet, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

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

Department	Account Number	Title of Line Item	Amount
District 1	112-53200-213 112-35910-00	R&M Building & Land Budgetary Fund Balance	+\$7,500.00 -\$7,500.00

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

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve an appropriation in the amount of \$59,691.25 to be applied to the CDBG grant monies for the development of wastewater system improvements at the Pryor Field Regional Airport.

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

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

1. Hire Kolby Ramsey as a Corrections Officer, effective December 5, 2022, pending a drug screening.
2. Hire Curtis Boyd as a Corrections Officer, effective December 5, 2022, pending a drug screening.

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

MOTION was made by Darryl Sammet and seconded by LaDon Townsend to approve the following merit increases:

Name	Position	Effective Date
Brandon Smith	Corrections Officer	12/27/22
Gil Moore	Sheriff's Corporal	12/7/22
Irma Salgado Flores	Senior Tag and Title Clerk	12/14/22
Jake Abernathy	Investigator	12/28/22
Johnny Morell Jr.	Sheriff Lt. (Invest)	12/10/22
Martin Evans	Sheriff Sergeant (Patrol)	12/3/22
Nicole Hall	Commission Clerk	12/1/22
Phillip Woodruff	Litter Patrol	12/19/22
Rebekah Davis	Archivist	12/7/22
Rolan Hipolito	Corrections Officer	12/28/22
Sarah Ennis	PT Senior Center Aid	12/30/22
Uziel L. Vazquez	Deputy	12/27/22
William Rogers	Deputy Sheriff	12/19/22

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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, aye; and Derrick Gatlin, aye. Motion carries unanimously.

During the Engineer’s Report, Engineer Massey informed Commissioner Sammet that the location descriptions for New Garden Road Subdivision East and New Garden Road Subdivision West should be “west of Elkton Rd” instead of “east of Elkton Rd”.

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
New Garden Road Subdivision East	Minor	Preliminary & Final	3	1	South side of New Garden Rd west of Elkton Rd
New Garden Road Subdivision West	Minor	Preliminary & Final	3	1	South side of New Garden Rd west of Elkton Rd
Clements Heights Subdivision – replat of Lot 3	Minor	Preliminary & Final	2	4	North side of Allison Loop west of Cox Rd
Kelly Place Subdivision	Minor	Preliminary & Final	2	1	West side of Holt Rd just north of Black Rd
Heath Clem Farm Subdivision	Minor	Preliminary & Final	2	1	West side of Elkton Rd approx. just south of Piney Chapel Rd
Baker Subdivision	Minor	Preliminary & Final	1	1	West side of Mooresville Rd north of Bain Rd
Hubbard Landing	Minor	Preliminary & Final	4	1	East side of AL Hwy 251 between Pinedale Rd & Sterling Rd
Green Cove Subdivision - replat of Arts Corner Lots 7 -11	Major	Final	22	2	East side of Cambridge Lane approx. 725’ N of Hwy 72

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

Engineer Massey stated, “A ‘yes’ vote on this item (item “2. Under Other Business”) means that we follow through with items 3 through 7, and we establish this service. A ‘no’ vote means that 3 through 7 would have to be “no’s” and we would go the contract route.”

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MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve to establish a solid waste collection service.

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

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve to establish a Solid Waste Collection Department.

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to seek financing for trucks and solid waste containers.

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 Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve to issue purchase orders to a purchasing cooperative vendor(s) for truck chassis and truck beds.

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

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve to issue a purchase order to a purchasing cooperative vendor for solid waste containers.

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

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve to enter into a lease through a purchasing cooperative vendor for eight (8) collection trucks.

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve to sell a commercial lot (parcel ID #44-10-08-28-0-0000-071.004) on Clyde Mabry Drive to Scout Pest Control.

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

Commissioner Sammet wished everyone a safe and happy Thanksgiving.

Commissioner Barksdale welcomed Commissioner Gatlin and wished everyone a happy Thanksgiving.

Commissioner Gatlin reported that his district would be out patching potholes and wished everyone a safe and happy Thanksgiving.

Commissioner Townsend welcomed Commissioner Gatlin and wished everyone a safe and happy Thanksgiving. Additionally, Commissioner Townsend expressed his appreciation to Steve Gatlin and to the CCS Garbage employees, and Marc Massey for his work on the solid waste collection project. Lastly, Commissioner Townsend welcomed Buc-ee's to Limestone County.

Chairman Daly thanked CCS Garbage and Steve Gatlin for their service. Chairman Daly additionally welcomed Buc-ee's and stated, "They will make a large difference and impact not only in Limestone County but in the City of Athens and the State of Alabama through the gas tax revenues." Chairman Daly also commented that he was wearing blue for diabetes awareness.

Adjourned at 10:07 a.m. until 9:00 a.m. on Monday, December 5, 2022, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.