

**MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 6, 2020**

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 Jason Black and seconded by Steve Turner to approve the minutes of March 16, 2020.

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

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

3/13/20	Check # 56691 – 56766	\$ 305,349.91
3/20/20	Check # 56767 – 56820	\$ 574,756.48
3/27/20	Check # 56821 – 56903	\$1,168,876.38
3/31/20	Check # 56904 – 56929	<u>\$ 273,059.56</u>
	TOTAL	\$2,322,042.33

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 Ben Harrison to authorize the Chairman to execute the following License Agreement to grant unto Recovery Services the privilege to enter Suite C located at 203 South Jefferson Street for the purpose of providing services in conjunction with the Limestone County Community Corrections Program, effective April 1, 2020 for one year.

**STATE OF ALABAMA  
COUNTY OF LIMESTONE**

**LICENSE AGREEMENT**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Limestone County Commission, as the governing body of Limestone County, Alabama, hereinafter referred to as "LICENSOR," does hereby grant unto Recovery Services of Dekalb County, Inc., an Alabama not-for-profit corporation, hereinafter referred to as "LICENSEE," on and effective the 1<sup>st</sup> day of April, 2020, the

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privilege to enter upon that certain real property of LICENSOR located at 203 South Jefferson Street, Athens, Alabama 35611, in Limestone County, Alabama, and specifically within Suite C thereof, hereinafter collectively referred to as the "Premises," subject to the following terms and conditions:

1. LICENSEE shall have the privilege and license to enter upon the Premises and, as needed to access the Premises, the common areas thereof, for the purpose of providing assessment, counseling, group meetings, intensive outpatient program (IOP) classes, and other such services in conjunction with and in furtherance of the Limestone County Community Corrections Program.

2. This license hereby granted shall continue for a period of one (1) year, terminating at 4:30 p.m. CST, March 31, 2021, unless terminated as otherwise provided herein.

3. LICENSOR shall have the right to terminate this agreement and the privilege and license herein granted, without cause, upon giving thirty (30) days written notice to LICENSEE.

4. LICENSOR shall have the right to terminate this agreement and the privilege and license herein granted, effective immediately, if LICENSEE uses the Premises, or allows use of the Premises, for any purpose other than as contemplated herein in conjunction with and in furtherance of the Limestone County Community Corrections Program, or for any unlawful purpose, up to and including any improper and unlawful use of the Premises by any of LICENSEE's employees, agents, representatives, vendors, suppliers, or guests.

5. LICENSEE shall be permitted to enter upon the Premises with any and all equipment and supplies it deems necessary for the purposes set forth herein, and LICENSEE agrees to use the property in a lawful manner at all times.

6. It is acknowledged and agreed that LICENSEE's primary use of the Premises will be during the normal operating hours of the Limestone County Community Corrections Program though LICENSEE shall not be prohibited from using the Premises in conjunction with and in the furtherance of the Limestone County Corrections Program after normal operating hours on nights and weekends. However, prior to any such use of the Premises after such normal operating hours of the Limestone County Community Corrections Program, LICENSEE shall give express notice of the days and times at which the Premises will be so used to the Director of the Limestone County Community Corrections Program and receive the Director's consent to so use the Premises at those times.

7. At the discretion of LICENSOR, LICENSEE may be provided its own access to the Premises by way of a key or other coded or permitted entry, and LICENSOR reserves the right to revoke any such access at any time for, but in no way

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limited to, the security and/or maintenance of the Premises, or for such other reason as LICENSOR may determine in its sole discretion.

**8.** LICENSEE agrees to be responsible for any damages directly caused by it and/or its employees, agents, representatives, vendors, suppliers, and guests, and/or resulting from any of their use or misuse of the Premises, and LICENSEE agrees to indemnify and hold LICENSOR harmless therefrom, including any claim for workers compensation benefits that is brought by a covered employee or contractor of LICENSEE against it for such benefits.

**9.** LICENSEE shall not alter, manipulate, nail or drill into, or otherwise deconstruct any portion of the Premises or its doors, doorways, walls, ceilings, floors, electric and cable outlets, light fixtures, and the like without the express consent of LICENSOR or the Director of the Community Corrections Program, which consent shall not be unreasonably withheld.

**10.** LICENSEE shall carry and maintain, at its sole cost and expense, commercial general liability, property and premises liability, automobile liability, and workers compensation and employers liability insurance, all of which insurance, to the extent possible, shall name LICENSOR as an additional insured, and which insurance shall not be cancelled without thirty (30) days' notice of cancellation of any such insurance policies to LICENSOR, save circumstances where notice in such time period is not possible and LICENSEE notifies LICENSOR as soon as may otherwise be reasonably possible thereafter. LICENSEE shall provide proof and/or a certificate of such insurance, including with LICENSOR as an additional insured when applicable, to LICENSOR at such times as LICENSOR may reasonably request. LICENSEE shall be solely responsible for any insurance carried on its own personal property, business, employees, and the like, and LICENSOR shall have no obligation to so insure any such property or persons.

**11.** No amendment, modification or alteration of the terms of this license is binding unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

**12.** This Agreement and the privilege and license herein granted shall not be assigned by LICENSEE without the express, written consent of LICENSOR.

**13.** The undersigned parties warrant and represent to the other that by signing this Agreement each has full legal power and authority to bind the other to the obligations herein.

**14.** The parties agree that this Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals effective on the day first above written.

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**LICENSOR**

**Limestone County Commission**

\_\_\_\_\_  
Collin Daly, Chairman

**LICENSEE**

**Recovery Services of  
DeKalb County, Inc.**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Pam Carter, County Administrator

**ATTEST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

**MOTION** was made by Daryl Sammet and seconded by Steve Turner to transfer Dustin Gatlin from District 2 to District 1, retroactive March 30, 2020.

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

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve to extend Family Medical Leave for Gelia McWhirter until May 1, 2020.

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 merit increases, which are included in the base pay and cost of living pay as listed below.

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<b>Name</b>	<b>Position</b>	<b>Effective Date</b>
Jimmie Eaves	Part Time Laborer	4/17/20
Lori Mooneyham	Nutrition Site Manager	4/19/20

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

**MOTION** was made by Ben Harrison and seconded by Daryl Sammet to approve to change the polling location of the Athens Recreation Center from 270 Highway 31 North to the new Athens Recreation Center, located at 21821 Sportsplex Loop, effective for the July 2020 Run-Off Election.

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.

Chairman Daly announced the public hearing scheduled for April 20, 2020 regarding a petition to change the name of a portion of Red Hill Hollow Road to Abigail Lane has been cancelled until further notice due to the public health emergency.

Commissioner Sammet announced Highway 53 is being paved from 6<sup>th</sup> Avenue to the Madison County Line. His district is preparing Bethel Road for the paving season.

Commissioner Black congratulated Commissioner Sammet because Highway 53 is something he and Representative Andy Whitt has been trying to get paved and widened. This may not be exactly what you wanted, but a new surface helps a lot.

Commissioner Harrison gave an update on the Dupree Hollow Bridge. The State EMA came out on March 26<sup>th</sup> and met with County Engineer Marc Massey on several sites, Dupree Hollow being one of those. They collected the data and submitted that to FEMA and in the next week or two we should know whether we can replace that bridge with a cast-in-place two box culvert. If it turns out that we are denied or it's going to drag out for a long time, we will go ahead and put the pipe we purchased in as a temporary fix.

Chairman Daly recognized April as Sexual Assault Awareness Month and directed a proclamation be mailed to Crisis Services of North Alabama. He also recognized April as Autism Awareness Month, he and Mayor Marks had already signed a joint proclamation. He declared the week of April 12<sup>th</sup> through April 18<sup>th</sup> to be National Telecommunicators Week and directed a proclamation be sent to the Limestone County Sheriff's Office, Athens Police Department, Ardmore Police Department, Athens-Limestone Hospital Emergency Medical Service and Athens-Limestone County 911 Center.

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Adjourned at 10:08 a.m. until 9:00 a.m. on Monday, April 20, 2020, Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.