

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 8, 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 August 17, 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 Steve Turner and seconded by Jason Black to approve the following claims

8/14/20	Check # 58356 – 58434	\$1,081,803.76
8/20/20	Check # 58435	\$ 194.85
8/21/20	Check # 58436 – 58494	\$ 294,854.41
8/28/20	Check # 58495 – 58552	\$2,800,498.35
8/31/20	Check # 58553	\$ 500.00
8/31/20	Check #58554 – 58600	<u>\$ 161,519.29</u>
	TOTAL	\$4,339,370.66

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. 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 Daryl Sammet to authorize the Chairman to execute the following Resolution & Amended and Restated Agreement for Greenbrier Parkway Phase V.

**STATE OF ALABAMA
LIMESTONE COUNTY**

RESOLUTION OF THE LIMESTONE COUNTY COMMISSION

WHEREAS, LIMESTONE COUNTY, by and through the LIMESTONE COUNTY COMMISSION (sometimes referred to as the “County”) and the CITY OF HUNTSVILLE (“Huntsville”) desire to enter that certain Amended and Restated Agreement for Greenbrier

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Parkway Phase V Project, Project No. 71-18-RD04 (the “Project”), a copy of which is attached hereto as Exhibit “1”; and

WHEREAS, the County and Huntsville previously entered into that certain Agreement for Greenbrier Parkway Phase V on or around September 12, 2019 (the “Agreement”), pursuant to which the parties approved the acquisition and/or condemnation of certain parcels of land necessary for the development of the Project; and

WHEREAS, subsequent to the Agreement, the proposed route for the Project was changed due, in part, to geographic challenges, and Project drawings and construction plans were updated to reflect those changes, and accordingly, the identification and description of the parcels of land to be acquired for the Project have changed; and

WHEREAS, the parties desire to amend the Agreement in order to modify the description of the Parcels, to clarify certain terms regarding the joint administration of the Project, and to further amend and restate the Agreement pursuant to those terms contained in the Amended Agreement (the “Amended Agreement”) attached hereto; and

WHEREAS, the acquisition of those parcels of land described and depicted in Exhibit “A” attached to the Amended Agreement (collectively, the “Parcels”) is necessary for the development of the Project; and

WHEREAS, it is in the opinion of the County that the Project is in the public interest of the citizens of Limestone County, and the same will contribute to the health and general welfare of said citizens; and

WHEREAS, upon motion having been made by Commissioner Jason Black, and seconded by Commissioner Daryl Sammet, with discussion had thereon and a vote having been taken, upon which vote of 4 in favor and 0 against, the motion carried;

NOW THEREFORE, BE IT RESOLVED, by the County Commission of Limestone County, Alabama, as follows:

1. That in the judgment and opinion of the County, the Project is in the best interests of the citizens of Limestone County, and its competition will contribute to the health and general welfare of the citizens of Limestone County.

2. The County believes that joint cooperation by and between the County and Huntsville in the administration and development of this Project will benefit the citizens of Limestone County and the citizens of the City of Huntsville. Accordingly, the County agrees to cooperate and work with Huntsville in the administration, development, and completion of the Project. The County further accepts and agrees to jointly exercise certain powers and/or to provide certain services in furtherance of the development and completion of the Project as set forth in the Amended Agreement.

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3. The staff of the Real Estate Office of the City of Huntsville shall attempt to acquire all Parcels at a fair and reasonable price in accordance with Section 18-1A-22 of the *Code of Alabama*, as amended.

4. The County will acquire by and through Eminent Domain proceedings, if necessary, any Parcel(s) Huntsville is unable to acquire through voluntary purchase.

5. In the event Huntsville is unable to acquire any Parcel(s) by voluntary conveyance from the owners thereof, the County is authorized to engage Samuel H. Givhan, Attorney at Law, with Wilmer & Lee, P.A., and/or other counsel as stated in the Amended Agreement to file and conduct condemnation proceedings on the County's behalf in order to acquire any such Parcel(s) by eminent domain proceedings.

6. Upon acquisition of any Parcel(s) by the County through eminent domain proceedings, the County agrees to convey any such Parcel(s) to Huntsville by statutory warranty deed.

7. All attorney's fees, costs, and expenses incurred in connection with any voluntary purchases or any eminent domain proceedings shall be borne by Huntsville. The Project will be funded by Huntsville's capital plan and/or through funding received from the Department of Transportation, and the budget for the Project will be established by Huntsville's Engineering Department.

8. That Collin Daly, as Chairman of the Limestone County Commission, and Pam Carter, as County Administrator, be, and they are hereby authorized, empowered and directed to execute the Amended Agreement on behalf of Limestone County.

DONE this the 8th day of September, 2020.

LIMESTONE COUNTY COMMISSION

By: _____
Collin Daly, Chairman

ATTEST:

By: _____
Pam Carter, County Administrator

Exhibit "1"
**AMENDED AND RESTATED AGREEMENT FOR
GREENBRIER PARKWAY PHASE V**

THIS AMENDED AND RESTATED AGREEMENT FOR GREENBRIER PARKWAY PHASE IV ("Amended Agreement") is made and entered into by and between LIMESTONE

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COUNTY ALABAMA, by and through the LIMESTONE COUNTY COMMISSION (hereinafter referred to as the “County”) and the CITY OF HUNTSVILLE (hereinafter referred to as “Huntsville”).

WITNESSETH:

WHEREAS, the County and Huntsville entered into that certain Agreement for Greenbrier Parkway Phase V on or around September 12, 2019 (the “Agreement”) regarding the Greenbrier Parkway Phase V Project, Project No. 71-18-RD04 (the “Project”) under which the parties approved the acquisition and/or condemnation of certain parcels of land necessary for the development of the Project;

WHEREAS, subsequent to the Agreement, the proposed route for the Project was changed due, in part, to geographic challenges, and the Project drawings and construction plans were updated to reflect those changes. As a result, the identification and description of the parcels of the land to be acquired for the Project have changed; and

WHEREAS, the parties desire to amend the Agreement in order to modify the description of those parcels of land necessary for the Project, and to clarify certain terms regarding the joint administration of the Project, and to amend and restate the Agreement in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the County and Huntsville hereby agree as follows:

1. The parties agree and acknowledge that the acquisition and/or condemnation of fee simple title to certain parcels of land lying within Limestone County, as may be subsequently altered by any updated Project plan revisions and/or to include the acquisition any uneconomic remnants, if any, is necessary for the development of the Project. Corresponding drawings and legal descriptions for each respective parcel (the “Parcels”) is contained in Exhibit “A” attached hereto.

2. The Project is in the best interests of the citizens of Limestone County and the City of Huntsville in that the same will contribute to the health and general welfare of said citizens.

3. The County and Huntsville believe that joint cooperation in the administration and development of this Project will benefit both the citizens of Limestone County and the citizens of the City of Huntsville. Accordingly, the parties hereby to cooperate and work with one another in the administration, development, and completion of the Project. The County and Huntsville have agreed to divide and allocate certain Project duties among themselves in order to more effectively and efficiently complete the Project. The parties further accept and agree to exercise certain powers and/or to provide certain services in accordance with the terms and provisions set forth herein.

4. That City of Huntsville, by and through its Real Estate Department, be, and hereby is authorized, empowered, and directed to attempt to acquire the Parcels from the respective owner(s) thereof by voluntary sale, at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.

5. The parties hereby agree that the County will acquire, at the expense of Huntsville, through eminent domain proceedings, where necessary, any of the Parcel(s) which Huntsville is unable to purchase through voluntary purchase.

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6. That in the event Huntsville is unable to acquire any of the said Parcels, for the purposes aforesaid, through voluntary conveyance from the respective owner(s) thereof, the City of Huntsville is hereby authorized to engage the law firm of Wilmer & Lee, P.A., by and through its attorney Samuel H. Givhan, to file and conduct condemnation proceedings on behalf of the County for the acquisition of said Parcel(s) by the process of eminent domain. Any Parcel that presents a conflict of interest for the aforementioned counsel shall be reassigned to Jesse P. Evans, III, and the firm of Evans & Evans Lawyers, LLC.

7. That upon acquisition of any such Parcel(s) by the County through eminent domain proceedings, the County agrees to promptly convey said Parcel(s) to the City of Huntsville by statutory warranty deed.

8. The County and Huntsville shall each have the fully power and authority of the other party in order to carry out the purposes of this Amended Agreement, but only to the extent necessary to carry out the development of the Project.

9. That all attorney's fees, costs, and expenses in connection with any voluntary sales transactions or any eminent domain actions shall be paid by Huntsville. Funding for the Project shall be paid through Huntsville's capital plan and/or funding from the Department of Transportation, if any. The budget for the Project shall be established by Huntsville's Engineering Department.

10. This Amended Agreement shall automatically terminate upon the earlier to occur of the following: acquisition of all Parcels necessary for the Project, or three years from the date hereof, whichever shall occur first.

11. This Amended Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this ____ day of _____, 2020.

CITY OF HUNTSVILLE

By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Kenneth Benion, Clerk Treasurer

Date: _____

LIMESTONE COUNTY COMMISSION

By: _____
Collin Daly, Chairman

Attested to:

By: _____
Pam Carter, County Administrator

Date: _____

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EXHIBIT "A"

**CONSISTING OF ALL OR PORTIONS OF
TRACTS 1A, 1B, 3A, 3B, 4, AND 7
GREENBRIER PARKWAY PHASE V**

RIGHT-OF-WAY Tract 1A
Cecil O Armstrong
SEC. 36, T3S, R4W
DB 2001, P 3414

A part of Section 36, Township 3 South, Range 4 West of the Huntsville Meridian, identified as Tract No. 1A on Project No. 71-18-RD04 in Limestone County, Alabama, and being more fully described as follows.

Beginning at a point on the eastern property line of the subject property, having an Alabama State Plane (East Zone) coordinate value of N 1540767.18 and E 336407.73, 50.37 feet right of Greenbrier Parkway at Station 496+64.64;

Thence along the present right-of-way line N 88°28'03" W a distance of 652.00 feet to a point on the western property line 51.37 feet right of Greenbrier Parkway at Station 503+16.64;

Thence along the western property line N 0°58'15" E a distance of 48.63 feet to a point on the acquired right-of-way line 100.00 feet right of Greenbrier Parkway at Station 503+17.04;

Thence along the acquired right-of-way line S 88°33'20" E a distance of 80.87 feet to a point on the acquired right-of-way line 100.00 feet right of Greenbrier Parkway at Station 502+36.17;

Thence along the acquired right-of-way line along an arc 572.04 feet to the right, having a radius of feet, the chord of which is S 86°04'21" E for a distance of 571.86 feet, to a point on the eastern property line 75.23 feet right of Greenbrier Parkway at Station 496+64.84;

Thence along the eastern property line S 0°58'15" W a distance of 24.85 feet to a point 50.37 feet right of Greenbrier Parkway at Station 496+64.64 and the POINT OF BEGINNING.

The above described parcel contains + 0.63 acres (27317.590 sq. ft.)

RIGHT-OF-WAY Tract 1B
Cecil O Armstrong
SEC. 36, T3S, R4W
DB 2014, P 330

A part of Section 36, Township 3 South, Range 4 West of the Huntsville Meridian, identified as Tract No. 1B on Project No. 71-18-RD04 in Limestone County, Alabama, and being more fully described as follows:

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Beginning at a point on the eastern property line of the subject property, having an Alabama State Plane (East Zone) coordinate value of N 1540784.61 and E 335755.96, 51.37 feet right of Greenbrier Parkway at Station 503+16.64;

Thence along the present right-of-way line N 88°42'24" W a distance of 1320.11 feet to a point on the western property line 14.27 feet right of Greenbrier Parkway at Station 516+38.51;

Thence along the western property line N 0°52'56" E a distance of 75.95 feet to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 516+44.15;

Thence along the acquired right-of-way line along an arc 74.94 feet to the right, having a radius of feet, the chord of which is S 84°40'18" E for a distance of 74.94 feet, to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 515+69.79;

Thence along the acquired right-of-way line along an arc 810.29 feet to the left, having a radius of feet, the chord of which is S 86°31'16" E for a distance of 810.12 feet, to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 507+53.10;

Thence along the acquired right-of-way line N 1°26'40" E a distance of 10.00 feet to a point on the acquired right-of-way line 100.00 feet right of Greenbrier Parkway at Station 507+53.10;

Thence along the acquired right-of-way line S 88°33'20" E a distance of 436.07 feet to a point on the eastern property line 100.00 feet right of Greenbrier Parkway at Station 503+17.04;

Thence along the eastern property line S 0°58'15" W a distance of 48.63 feet to a point 51.37 feet right of Greenbrier Parkway at Station 503+16.64 and the POINT OF BEGINNING.

The above described parcel contains ± 1.56 acres (67745.703 sq. ft.)

RIGHT-OF-WAY Tract 3A
David A Page & Brenda S Page
SEC. 36, T3S, R4W
DB 2008, P 56833

A part of Section 36, Township 3 South, Range 4 West of the Huntsville Meridian, identified as Tract No. 3A on Project No. 71-18-RD04 in Limestone County, Alabama, and being more fully described as follows:

Beginning at a point on the eastern property line of the subject property, having an Alabama State Plane (East Zone) coordinate value of N 1540814.41 and E 334436.19, 14.27 feet right of Greenbrier Parkway at Station 516+38.51;

Thence along the present right-of-way line N 88°22'00" W a distance of 650.02 feet to a point on the western property line 7.52 feet left of Greenbrier Parkway at Station 522+88.06;

Thence along the western property line N 0°52'56" E a distance of 97.53 feet to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 522+89.84;

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Thence along the acquired right-of-way line along an arc 292.11 feet to the right, having a radius of feet, the chord of which is S 87°21'07" E for a distance of 292.10 feet, to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 520+00.00;

Thence along the acquired right-of-way line N 62°45'36" E a distance of 58.70 feet to a point on the acquired right-of-way line 120.00 feet right of Greenbrier Parkway at Station 519+50.00;

Thence along the acquired right-of-way line along an arc 101.04 feet to the right, having a radius of feet, the chord of which is S 86°07'54" E for a distance of 101.04 feet, to a point on the acquired right-of-way line 120.00 feet right of Greenbrier Parkway at Station 518+50.00;

Thence along the acquired right-of-way line S 55°01'25" E a distance of 58.70 feet to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 518+00.00;

Thence along the acquired right-of-way line along an arc 157.07 feet to the right, having a radius of feet, the chord of which is S 85°14'43" E for a distance of 157.07 feet, to a point on the eastern property line 90.00 feet right of Greenbrier Parkway at Station 516+44.15;

Thence along the eastern property line S 0°52'56" W a distance of 75.95 feet to a point 14.27 feet right of Greenbrier Parkway at Station 516+38.51 and the POINT OF BEGINNING.

The above described parcel contains ± 1.44 acres (62895.54 sq. ft.)

RIGHT-OF-WAY Tract 3B

David A Page
SEC. 36, T3S, R4W
DB 1445, P 40

A part of Section 36, Township 3 South, Range 4 West of the Huntsville Meridian, identified as Tract No. 3B on Project No. 71-18-RD04 in Limestone County, Alabama, and being more fully described as follows:

Beginning at a point on the eastern property line of the subject property, having an Alabama State Plane (East Zone) coordinate value of N 1540832.94 and E 333786.44, 7.52 feet left of Greenbrier Parkway at Station 522+88.06;

Thence along the present right-of-way line N 88°22'00" W a distance of 2029.68 feet to a point on the western property line 10.47 feet left of Greenbrier Parkway at Station 543+17.76;

Thence along the western property line N 0°49'03" E a distance of 100.48 feet to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 543+19.34

Thence along the acquired right-of-way line S 88°17'08" E a distance of 1987.01 feet to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 523+32.32

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Thence along the acquired right-of-way line along an arc 42.82 feet to the right, having a radius of feet, the chord of which is S 88°10'47" E for a distance of 42.82 feet, to a point on the eastern property line 90.00 feet right of Greenbrier Parkway at Station 522+89.84

Thence along the eastern property line S 0°52'56" W a distance of 97.53 feet to a point 7.52 feet left of Greenbrier Parkway at Station 522+88.06 and the POINT OF BEGINNING.

The above described parcel contains ± 4.61 acres (201022.33 sq. ft.)

RIGHT-OF-WAY Tract 4
Graham-Hicks Farm, LLC
SEC. 1, T4S, R4W
DB , P

A part of Section 1, Township 4 South, Range 4 West of the Huntsville Meridian, identified as Tract No. 4 on Project No. 71-18-RD04 in Limestone County, Alabama, and being more fully described as follows:

Beginning at a point on the eastern property line of the subject property, having an Alabama State Plane (East Zone) coordinate value of N 1540780.58 and E 333517.84, 67.98 feet left of Greenbrier Parkway at Station 525+55.01;

Thence along the eastern property line S 0°58'52^M W a distance of 22.02 feet to a point on the acquired right-of-way line 90.00 feet left of Greenbrier Parkway at Station 525+54.72;

Thence along the acquired right-of-way line N 88°17'08" W a distance of 424.03 feet to a point on the western property line 90.00 feet left of Greenbrier Parkway at Station 529+78.76;

Thence along the western property line N 0°58'52" E a distance of 21.42 feet to a point on the present right-of-way line 68.58 feet left of Greenbrier Parkway at Station 529+79.03;

Thence along the present right-of-way line S 88°22'00" E a distance of 424.03 feet to a point 67.98 feet left of Greenbrier Parkway at Station 525+55.01 and the POINT OF BEGINNING.

The above described parcel contains ± 0.21 acres (9210.92 sq. ft.)

RIGHT-OF-WAY Tract 7
Leonard Family Limited Trust
SEC. 35, T3S, R4W
DB 2006, P 85439

A part of Section 35, Township 3 South, Range 4 West of the Huntsville Meridian, identified as Tract No. 7 on Project No. 71-18-RD04 in Limestone County, Alabama, and being more fully described as follows:

Beginning at a point on the eastern property line of the subject property, having an Alabama State Plane (East Zone) coordinate value of N 1540890.79 and E 331757.59, 10.47 feet left of Greenbrier Parkway at Station 543+17.76;

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Thence along the present right-of-way line N 88°13'40" W a distance of 2655.29 feet to a point on the western property line 49.20 feet right of Greenbrier Parkway at Station 569+74.72;

Thence along the western property line N 0°58'52" E a distance of 40.81 feet to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 569+75.50;

Thence along the acquired right-of-way line S 87°55'22"¹ E a distance of 27.56 feet to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 569+47.93;

Thence along the acquired right-of-way line along an arc 878.45 feet to the left, having a radius of feet, the chord of which is N 89°52'18" E for a distance of 878.24 feet, to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 560+62.55;

Thence along the acquired right-of-way line along an arc 818.91 feet to the right, having a radius of feet, the chord of which is N 89°41'25" E for a distance of 818.74 feet, to a point on the acquired right-of-way line 90.00 feet right of Greenbrier Parkway at Station 552+50.00;

Thence along the acquired right-of-way line S 88°17'08" E a distance of 930.66 feet to a point on the eastern property line 90.00 feet right of Greenbrier Parkway at Station 543+19.34;

Thence along the eastern property line S 0°49'03" W a distance of 100.48 feet to a point 10.47 feet left of Greenbrier Parkway at Station 543+17.76 and the POINT OF BEGINNING.

The above described parcel contains ± 4.84 acres (210998.42 sq. ft.)

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 authorize the Chairman to execute the following resolution to approve funding for safety improvements for FY2020.

**RESOLUTION TO APPROVE FUNDING
FOR SAFETY IMPROVEMENTS**

BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION to approve funding for safety improvements for LED signage. The project cost for FY2020 is estimated to be \$45,355, of which \$22,677 will be provided through investment earnings received from the ACCA Safety Incentive Discount Program and the remaining balance from the General Fund.

Adopted this 8th day of September, 2020.

Collin Daly, Chairman

Attest: _____
Pam Carter, Administrator

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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 Jason Black and seconded by Steve Turner to approve the following State of Alabama Department of Corrections Contract for the Limestone County Community Corrections Program beginning FY 2021, an initial allocation of \$270,424.00 reimbursement funding of qualified offenders and authorize Tony Gravier as Director to execute the contract. Retroactive September 1, 2020.

State of Alabama
Department of Corrections
301 South Ripley Street
P. O. Box 301501
Montgomery, AL 36130

Fiscal Year 2021 Community Corrections Program Contract
The Limestone County Community Corrections Program
Federal or Employer Identification Number 63-6001607

This contract is entered into by and between the Alabama Department of Corrections (hereinafter referred to as the "ADOC") and the Limestone County Community Corrections Program (hereinafter referred to as the "Program"), the foregoing entities being individually referred to as a "Party" and collectively described by the term "Parties." The Parties agree as follows:

1. The Program has submitted, and the ADOC has approved, a Community Corrections Plan ("Plan"), which is adopted and incorporated as set forth herein.
2. The ADOC has provided an allocation of \$270,424 for reimbursement funding of qualified offenders at a rate of ten dollars (\$10) per day for expenditures encumbered for Fiscal Year 2021, from October 1, 2020, to September 30, 2021 - except for those offenders qualified at a higher rate through incentivized reimbursement of a special diversion program. An allocation for the remaining quarters will be made based on available funding as determined by the ADOC Community Corrections Division Director.
3. The Program expressly agrees that any funds available for disbursement or paid for reimbursement of supervision under this Contract is done so at the total discretion of the Commissioner of the ADOC and is also contingent upon available Community Corrections funding appropriated by the Alabama State Legislature.
4. The Program hereby agrees to:
 - a. Comply with the Community Punishment and Corrections Act of 1991, as amended, codified as *Alabama Code Section 15-18-170, et seq*; the *ADOC Community Corrections Program Minimum Standards*', and ADOC Administrative Regulation 490, Community Corrections Program.

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- b. Provide evidence-based treatment programs, services, and supervision for offenders based on the risk of reoffending through utilization of the *Alabama Risk Assessment System (ARAS)* and the *Community Corrections Offender Contact and Supervision Matrix*.
 - c. Perform a monthly review, reconcile, and validate the Program offender population with the ADOC Monthly CCP Population Report.
 - d. Participate in ADOC program evaluations, program assessments, and data collection.
 - e. Establish and maintain a good working relationship with the ADOC, judges, District Attorneys, local Bar Associations, Circuit Clerks, Sheriffs, and other local law enforcement agencies to encourage and promote the growth and expansion of Community Corrections.
 - f. Participate in training provided by the ADOC including, but not limited to, training requirements of the Prison Rape Elimination Act (PREA) and ARAS, as required.
5. It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.
6. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
7. The Program understands and agrees that none of its employees, agents, or volunteers will be subject to the provisions, or entitled to, the State Merit System Law as a consequence of this Agreement.
8. The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or

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knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9. In compliance with Act 2016-312, the Program hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
10. Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates - with or without the consent of the inmate - is illegal. Under Alabama law, it constitutes a felony - custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct - including suspected conduct - that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Director of the Community Corrections Division of the ADOC or his designee.
11. The ADOC reserves the right to terminate this contract upon one hundred eighty (180) days written notice to the Program.
12. This Contract shall begin on the date of the last signature below, and continue for one year. Thereafter, it may be renewed under the same terms and conditions upon mutual agreement of the Parties.
13. The Parties agree that this Contract and the Plan constitute the entire agreement of the parties. Any changes, amendments, or renewals must be in writing and signed by both Parties to be valid.

Jefferson S. Dunn
Commissioner

Date: September 1, 2020

Approved as to legal form:

Katherine Jessip, Attorney

Date: September 1, 2020

Tony Gravier, Director
Limestone County Community Corrections Program

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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 renew the Southern Health Partners Health Services Agreement for inmate medical for an additional one-year term beginning October 1, 2020, in the amount of \$52,253.49 monthly.

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 Steve Turner and seconded by Daryl Sammet to approve CentralSquare Pro Suite Agreement for software upgrades at the Sheriff's Office, pending County Attorney approval.

Will insert after attorney approval.

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 Daryl Sammet to approve the following Agreement with Mental Health Center of North Central Alabama, Inc. to continue providing an on-site Juvenile Court Liaison for 40 hours per week beginning October 1, 2020 through September 30, 2021; \$58,905.00 annually.

**MENTAL HEALTH CENTER OF NORTH CENTRAL ALABAMA, INC.
and
LIMESTONE COUNTY, BOARD OF COUNTY COMMISSIONERS**

SERVICE AGREEMENT

The Mental Health Center of North Central Alabama, through the auspices of its outpatient treatment facility in Limestone County, the Athens-Limestone Counseling Center, herein after referred to as ALCC, and the Limestone County, Board of County Commissioners, herein after referred to as Commission, do enter into an agreement for ALCC to continue providing Commission with a Juvenile Court Liaison (JCL) with the following characteristics:

1. This service agreement will go into effect October 1, 2020 and will continue through September 30, 2021.

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2. Beginning October 1, 2019 ALCC will continue to provide Commission with an on-site Juvenile Court Liaison. JCL will provide services for the District Court of Limestone County or as specified by Commission.
3. ALCC JCL will provide on-site services for forty (40) hours per week during the normal Monday through Friday work schedule. Work schedule will be mutually agreed upon between ALCC and Commission.
4. ALCC JCL services will include but are not limited to: mental health assessments; mental health evaluations; crisis counseling and interventions; individual, group and family counseling; consultation to District Court staff, adolescent anger management classes and other related services as needed. Prioritization of JCL services will remain a function of Chief District Judge of Limestone County.
5. Commission agrees to provide in-kind contributions of office space and furniture as well as reasonable access to a phone, internet access, copying machine, fax and the like in order for the JCL to carry out their job duties.
6. Commission and the District Court of Limestone County will abide and follow all state and federal requirements for sharing client protected health information (PHI).
7. Rates for stated JCL services will be fifty-eight thousand, nine hundred and five dollars (\$58,905) annually or four thousand, nine-hundred and nine dollars (\$4,909) per month. Method of invoicing will remain consistent with established JCL invoicing practices.

Monthly payments for JCL services are to be sent to:

Mental Health Center of North Central Alabama, Inc.
Attention: Melanie Reid, CFO
1316 Somerville Road, SE, Suite 1
Decatur, Alabama 35601-4317
(256) 260-7342 / (256) 355-6092 fax / Mreid@mhcncna.org

This service agreement shall be in effect upon completed signatures. Either party may dissolve this agreement by providing thirty (30) days written notice to the other party.

Collin Daly, Chairman
Limestone County, Board of
County Commissioners

Lisa S. Coleman, Executive Director
Mental Health Center of North
Central Alabama, Inc.

September 8, 2020
Date

Date

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Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: County Engineer

Subordinate Staff: None

Other Internal Contacts: District Commissioner; EMA; District Crews; Other Departments

External Contacts: General Public; Contractors; Supply Companies; Construction Companies; ALDOT; FEMA

Job Summary

Under the direction of the County Engineer, the employee performs general engineering duties, inspects roads, bridges and traffic control devices. Inspects work of contractors and maintains project records. Compiles various reports.

Job Domains

A. General Engineering

1. Maintains accurate records of personnel and equipment used, quantities of materials used, work accomplished, and problems encountered on projects.
2. Measures roadways and other areas in order to prepare estimates of quantities for paving and other materials.

B. Grant Administration / Management

1. Generates daily activity report, documenting the progress of projects.
2. Completes necessary state and federal forms as part of project completion.
3. Creates purchase orders as part of the administration of grants.
4. Submits regular periodic reports to granting agency.
5. Files and submits appropriate documents for reimbursement of funds from the granting agency.
6. Completes yearly and close-out reports at the end of grant period.
7. Maintains budget and tracks expenditures of grant funds.
8. Performs other duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, policies and procedures.
2. *Knowledge of County road and bridge systems.
3. Knowledge of safety rules including accident causation and prevention.

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4. Knowledge of traffic regulations.
5. Knowledge of civil engineering methods and practices related to road and bridge maintenance and construction.
6. Knowledge of traffic safety laws, manuals and traffic control systems.
7. Knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
8. Reading skills to comprehend directives, procedures, technical writings and technical drawings.
9. Verbal skills to communicate effectively with supervisor and co-workers.
10. Writing skills to take field notes, write reports, correspondence and recommendations using correct English, grammar, punctuation, and spelling.
11. Math skills to perform basic calculations (add, subtract, multiply, divide).
12. Drafting skills to prepare sketches for resurfacing and widening roads.
13. Ability to perform technical research and offer reliable advice on engineering problems.
14. Ability to exercise independent judgment and initiative in planning and implementing work.
15. Ability to estimate materials and labor for projects.
16. Ability to read and understand engineering drawings.
17. Ability to drive and safely operate equipment.
18. Ability to read maps.
19. Ability to work under extreme weather conditions.
20. Ability to move/lift objects greater than 50 lbs.
21. Ability to wear and utilize safety equipment, as required.

Minimum Qualifications

1. Possession of a high school diploma or GED required.
2. Bachelor's degree in civil engineering preferred.
3. Five to seven years of experience in road/bridge construction and maintenance.
4. Possession of a current and valid Alabama driver's license.
5. Ability to work overtime, weekends or non-standard hours.

Work Environment

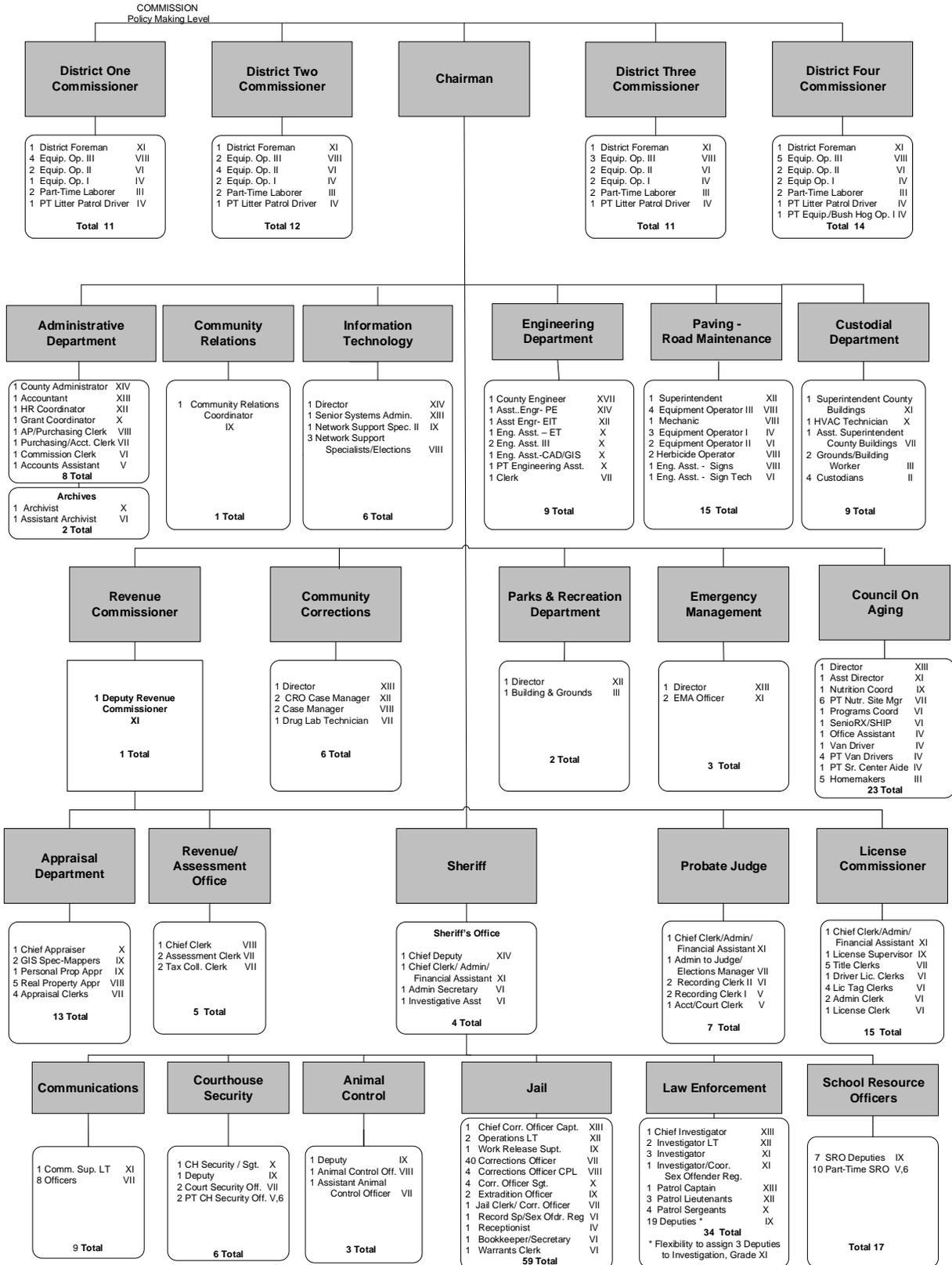
The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g. working at great heights under extreme weather conditions, subject to physical attack or mob conditions, or similar situations where conditions cannot be controlled.

Physical Demands

The work requires considerable and strenuous physical exertion such as frequent climbing of tall ladders, lifting heavy objects over 50 lbs., crouching or crawling in restricted areas, and defending oneself or others from physical attack.

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LIMESTONE COUNTY COMMISSION STAFFING PLAN September 8, 2020



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The Chairman asked if there was any discussion. Commissioner Harrison said the salary was reimbursable through a FEMA grant. 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 Steve Turner and seconded by Jason Black to hire Jalen Hillman 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 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
Patsy Appleton	Van Driver	10/01/20
Sabrina Bates	COA Assistant Director	10/20/20
Tracy Shehorn	Jail Clerk	8/16/20
Steve Usery	HVAC Tech	10/02/20
Kandace Wilson	Deputy	8/19/20

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 Daryl Sammet to approve the following subdivisions and to amend Hamlin & Gates Subdivision Phase 2 that was granted approval on February 3, 2020 for 7 lots in District 2, located on the west side of Newby Chapel Road approximately 900' north of St. John Road; the request has been made to include a total of 11 lots.

Name	S/D Type	Approval Type	Lots	District	Location
Torey Siniard Sub. replat tracts 1A & 2A	Minor	Preliminary & Final	2	4	Approx. 350' east of Pamela Dr. & Tucker Ln. intersection
Johnson Rd Sub. replat lots 1 & 2	Minor	Preliminary & Final	3	1	East of Johnson Rd
Marks Subdivision	Minor	Preliminary & Final	13	3	1 mile south of Hwy 72 at Evans Rd & Blackburn Rd intersection
Martin Subdivision	Minor	Preliminary & Final	4	4	NE corner of New Cut Rd & Thompson Rd intersection
Briarpatch Sub. Addition No. 1	Major	Preliminary	109	2	East side of Wells Rd on south side of Ed Ray Rd intersection

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Subdivisions continued:

Name	S/D Type	Approval Type	Lots	District	Location
Graystone Estates Sub. replat lots 63 & 64	Minor	Preliminary & Final	2	1	Heathrow St. & Liverpoole Dr. intersection
Heritage Woods	Major	Final	30	2	South side of Branch Rd

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 Daryl Sammet and seconded by Steve Turner to remove the following equipment from inventory:

Department	Item	Serial #	Inventory #
Revenue Comm.	2 Mapping Workstations	2UA4211F4Y-2UA4151VSJ	18808-18809

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.

Commissioner Sammet reported his district have their roads ready for the next phase of paving. He said last week the railroad company shut down four roads on the west side of the interstate; Elkton Road, Cary Road, Cagle Road and Piney Chapel Road; then the State had Wales Street shut down. He didn't expect the roads to be shut down at the same time; therefore, he would like for the railroad companies to communicate better.

Commissioner Black reported his district is still far behind on bush hogging. He's had a few employees out sick and barely got prepared for the paving crew, but he's just glad the paving crew is in his district chip sealing.

Commissioner Harrison reported his district is on Witty Mill Road repairing a couple of base failures and getting it ready to be plant mixed at some point after October 1st. If the rain holds off, his district will be back on County Line Road in the next week. They are getting roads ready for chip seal. He is deleting Anderson Road and adding Shelton Road to the paving schedule; which will not add time. He discussed road funding. He said COVID had affected the gas tax revenues and the county will never be able to make that up, so we need to focus on how we can improve our operations and reduce our cost, and allocate more money to our roads. We've got roads failing at an accelerating rate and we don't have the funds to do them right now. He discussed several ways to improve operations.

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Chairman Daly thanked his fellow commissioners for helping fund the hazardous household waste pickup that was held on August 29th, which was big success. He said since COVID there's some things that don't get to be done publicly, like proclamations. Last week a proclamation was signed proclaiming September as Gynecologic Cancer Awareness Month and the Courthouse was lit teal. He thanked his fellow commissioners for approving the safety improvements resolution for LED signage. He mentioned Justin Kennedy for his heroism in helping his Birdie Thornton Center bus driver who fell. He said Justin held a special place in his heart. He thanked Captain Guy Simmons for presenting him with a shirt from the Sheriff's Department Youth Council and everyone that attended the awards ceremony at the Birdie Thornton Center honoring Justin.

Adjourned at 10:26 a.m. until 9:00 a.m. on Monday, September 21, 2020, Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.