

The Geneva County Commission met in regular session on Monday, February 12, 2018 at 9:30 a.m. at the Geneva County Courthouse in Geneva, Alabama.

Commission Chairman Fred Hamic called the meeting to order and welcome guests and media present. Commissioner Seay opened the meeting with prayer. Chairman Hamic led the group in the Pledge of Allegiance.

Citizen reported that signs for candidates are being removed from yards.

There were no elected officials requesting to make public comment.

Chairman Hamic called the roll and the following members were present: Commissioners Bryan Hatton, Toby Seay, Sandy Hammer and Todd Brannon. The County Attorney, Phil Eldridge; County Engineer, Justin Barfield; Chief Administrative Officer, Marietta Webster and EMA Director, Misty Wise were also present. The following business was transacted:

MINUTES OF THE MEETING

NEW BUSINESS:

1. Approve Minutes of January 22, 2018. Commissioner Brannon made a motion to approve the minutes January 22, 2018. Commissioner Hammer seconded the motion. Vote was 4-0.
2. Proclamations: NA
3. Bids: N/A

OLD BUSINESS:

1. Jail Construction: N/A
2. Courthouse: Chairman stated that there is a need to put some type of entry for the security guard due to the weather issues and the safety of the employees. Discussion continued with building a work station with glass to separate the guard from the public and make it more secure.
3. Board Appointments: Commissioner Hammer made a motion to appoint Jessica Simmons to the Wiregrass Food Bank. Commission Brannon seconded the motion. Vote was 4-0.
4. Bids: NA

REPORTS OF STAFF:

Sheriff: Sheriff said he would like to reiterate that there is an issue at the front desk when the weather is cold. Discussion continued with the options that could be done. Chairman asked the Sheriff if he knew of any companies that handled security and he did. Sheriff was then asked to get quotes.

Sheriff stated that he was contacted by Coffee Springs concerning moving the voting facility to the old senior center that is handicap accessible and could be used for \$100 a day. Attorney will handle the paperwork to be presented at the next meeting.

Sheriff noted that all the Sheriffs are being sued over the feed bill on inmates but it has been turned over to Webb & Eley, Attorney at Law and the Sheriff's association has an attorney.

County Administrator: Mrs. Webster updated the commission that the department was getting close to moving funds to the new bank. Also, Mrs. Webster reminded the commission to notify the ACCA if they were going to County Day so they can get a count for food.

County Engineer: Engineer stated that the county had gotten six to eight inches of rain. There are several roads that have some issues that they will be working on. There are only three roads closed presently.

The department is hiring an EOII position this week.

Bush hogging has been completed and the right of ways will be sprayed with herbicide as soon as the weather is warmer.

County Roads 17 and 25 permanent stripping will be done but it will be later due to backlog with contract strippers.

Emmett Bridge Project is not completed but should not take much longer to get it finalized. AlaFlo Bridge had a preconstruction meeting to take place and should begin soon.

DeanCo Auction has sold the pick-up trucks that were sent to auction and we will be receiving a check approximately \$23,000.

Engineer presented information on selling the Mack dump trucks with JM Wood Auction with two options. Commissioner Hammer made a motion to allow Engineer to proceed with JM Wood Auction using the guaranteed option of \$75,000 per truck with seven percent fee and allow Chairman to sign agreement. Commissioner Hatton seconded the motion. Vote was 4-0

Engineer stated that he had an issue with the landfill last week due to ADEM visiting and finding that cell nine has not been completed. The landfill was shut down so that a crew could complete cell nine. Mr. Barfield noted that the equipment is over twenty-five years old.

Department sent four supervisors to the ACCA supervisory school for two days this week.

Engineer passed out information concerning the personnel issues with his department and had made suggestions for the Commission to consider. The items in question were discussed. Mrs. Webster told the commission that those items would need to be taken to the Personnel Board for consideration and approval. Engineer wanted to discuss the administrative leave when the courthouse is shut down due to weather and employees are called to work. Engineer felt that then employees called in for work should receive the administrative pay and be paid worked time also. Discussion continued the subject with County Attorney stating that the only thing they could do was let them use their time worked time as comp time. Commissioner Hatton made a motion to allow the administrative leave to be paid and the hours worked to be compiled as comp time effective starting 2/12/18. Commissioner Hammer seconded the motion. Vote was 4-0. Commissioner Seay made a motion to set a work session for all department heads. Commissioner Hammer seconded the motion. Vote was 4-0. Time to be determined.

County Attorney: Attorney Eldridge stated that he had written the requested letter to ALDO, Mr. Graham, concerning the agreement of the commission to withdraw from the Rails to Trail Project. A letter was received back showing that the letter was received and accepted that Geneva County would not be participating and that the project and grant was rescinded.

Attorney Eldridge stated that he had the resolution and notice prepared for moving of the Masonic Lodge voting precinct to the Senior Center in Samson. Commissioner Hammer made a motion to move voting precinct from the Masonic Lodge to the Samson Senior Center. Commissioner Hatton seconded the motion. Vote was 4-0.

Commissioner Hatton made a motion that Geneva County would enter into the agreement that allows Beasley Law Firm who is handling the Opioid lawsuits against the companies that make them, to include Geneva County which will not cost any funds and to allow Chairman to sign the agreement. Commissioner Hammer seconded the motion. Vote was 4-0.

Chairman Hamic: Chairman stated that there is another issue with the Chancellor voting house. Chairman stated he was notified by a contractor that the community center needed to be painted, new floor covering, handicap accessible and central air conditioning installed which could cost up seven or eight thousand dollars. Commissioner Hammer stated at who's expense for requested repairs and Chairman said that it would be the county. Commissioner Hammer stated that he had no problem if the contractor wanted to do this on their own and pay for the repairs and work on their time. Chairman stated that we would not pay for a central unit but painting and the bathrooms could be updated. Chairman also stated that the building is not used but during election time. Commissioner Hammer stated that he would vote no because of expense and it being only used during election time all other were asked and felt the large expense was not necessary. Commissioner Seay stated even if we do not use the chancellor building but use the church for election that he felt the commission should maintain all the voting

houses. The chairman said that he agreed and knows that some could use some maintenance.

EMA Director: Mrs. Wise presented information concerning items that are listed for the Tax-Free weekend for weather preparedness.

The Choctawhatchee River will crest tomorrow at 25.7 feet. Mrs. Wise is trying to get a gauge for the flat creek bridge.

Personnel Director: Nothing to report.

Revenue Commissioner: Nothing to report.

Solid Waste Director: Commission Hatton made a motion to allow Solid Waste to write off the list of uncollectible accounts presented due to people being unable to be found or deceased and this is over ten years. The department has used all methods available to collect. Commissioner Hammer seconded the motion. Vote was 4-0.

E-911 Director: Nothing to report.

Auburn Extension: Nothing to report.

Commissioner Brannon: Nothing to report.

Commissioner Seay: Nothing to report.

Commissioner Hammer: Nothing to report

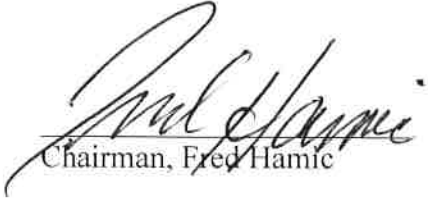
Commissioner Hatton: Nothing to report


Commissioner Hammer made the motion to adjourn. Commissioner Brannon seconded the motion. Vote was 4-0.

**STATE OF ALABAMA
COUNTY OF GENEVA**

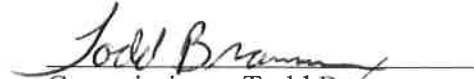
**REGULAR SESSION
February 12, 2018**

The above constitutes the minutes of the meeting of the Geneva County Commission held on Monday, February 12, 2018.


Chairman, Fred Hamic


Marietta Webster
Chief Administrative Clerk


Commissioner Bryan Hatton


Commissioner Todd Brannon


Commissioner Toby Seay


Commissioner Hammer

OFFREC 982 250

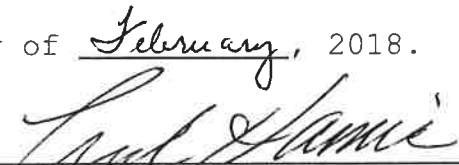
STATE OF ALABAMA

GENEVA COUNTY

LEGAL NOTICE OF TEMPORARY CHANGE OF VOTING PLACE
OF PRECINCT NUMBER 13, BOX NUMBER 2

This is legal notice that the Geneva County Commission has permanently changed the voting place of Precinct Number 13, Box Number 2, beginning with the 2018 Statewide primary election to be held on June 5, 2018, from the Samson Masonic Lodge, 11 South Ripley Street, Samson, Alabama 36477, to the Samson Senior Citizen Center, 33 East Sellers Street, Samson, Alabama 36477, because the Samson Masonic Lodge no longer wants to be used as a voting house. All voters in Precinct Number 13, Box Number 2, shall vote at the Samson Senior Citizen Center, 33 East Sellers Street, Samson, Alabama 36477, beginning with the 2018 Statewide primary election to be held on June 5, 2018. At all future elections after June 5, 2018, voters in Precinct Number 13, Box Number 2, shall continue to vote at the Samson Senior Citizen Center, 33 East Sellers Street, Samson, Alabama 36477.

DONE AND DATED this the 12 day of February, 2018.



FRED HAMIC
Geneva County Probate Judge

OFFREC 982 253

STATE OF ALABAMA

GENEVA COUNTY

RESOLUTION AND ORDER

WHEREAS, the Geneva County Commission has received a request that the voting place of Precinct Number 13, Box Number 2, be permanently changed beginning with the 2018 Statewide primary election to be held on June 5, 2018, from the Samson Masonic Lodge, 11 South Ripley Street, Samson, Alabama 36477, to the Samson Senior Citizen Center, 33 East Sellers Street, Samson, Alabama 36477, because the Samson Masonic Lodge no longer wants to be used as a voting house.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, pursuant to this request and §17-6-4, Code of Alabama 1975, as amended, by the Geneva County Commission, Geneva County, Alabama, that the voting place of Precinct Number 13, Box Number 2, be and same is hereby permanently changed beginning with the 2018 Statewide primary election to be held on June 5, 2018, from the Samson Masonic Lodge, 11 South Ripley Street, Samson, Alabama 36477, to the Samson Senior Citizen Center, 33 East Sellers Street, Samson, Alabama 36477. That a copy of this Resolution and Order shall be filed with the Geneva County Probate Judge and the Geneva County Board of Registrars and posted on the bulletin board at the Geneva County Courthouse, and the Geneva County Probate Judge shall give notice of same as required by law.

Commissioner GEORGES. HAMMER / GSH moved that the foregoing

resolution be adopted and spread upon the minutes of this meeting, which motion was seconded by Commissioner Hatton, and upon the motion being put to vote, the following vote was recorded:

YEAS:

NAYS:

Commissioners:

Bryan Hatton
Todd Brannon
Toby Seay
Sandy Hammer

The chairman thereupon announced that the motion for adoption has been unanimously carried.

STATE OF ALABAMA

GENEVA COUNTY

I, Fred C. Hamic, Chairman of the Geneva County Commission, hereby certify that the above is a true, correct and exact copy of a Resolution duly and legally adopted by the Geneva County Commission, at a meeting on the 12th day of February, 2018.



Chairman of Geneva County Commission

**BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
FEE AGREEMENT**

If no recovery (by settlement or trial) is obtained, client will not owe a legal fee or expenses.

CLIENT Geneva County Alabama TAX ID _____

CLIENT REPRESENTATIVE _____

STREET ADDRESS PO Box 430

CITY, STATE, ZIP Geneva, AL 36340

PHONE: Business 334-684-5600

PHONE: Cell _____

EMAIL: _____

LEGAL REPRESENTATION. Client hires Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. (hereinafter "Attorneys") to pursue potential claims for injuries and damages against the manufacturers and/or distributors of opioids related to losses suffered by Geneva County, Alabama (hereinafter referred to as "Client"). Client authorizes Attorneys to pursue available sources of recovery as Attorneys deem necessary. Client appoints Attorneys and/or their designees to do any and all acts which in their judgment may be reasonable and necessary in the handling of my cause of action, the same as though such acts were actually performed by me, including but not limited to obtaining of medical records of mine or my decedent through the submission of medical record releases/authorizations signed by me or the decedent but later completed, filled in and dated by Attorneys Client agrees that Attorneys may associate additional lawyers/firms to assist with this case and Client agrees to the sharing of fees between lawyers. Client understands the terms herein apply to other lawyers associated on this case and that association of other lawyers or law firms does not increase the amount of the attorney fee due to lawyers on successful resolution of the claim.

COOPERATION. Client agrees to be available for consultation, investigation, deposition, trial preparation, and do necessary work as Attorneys direct and do nothing to impair the value of the case. Attorneys agree to use their best effort and skill in pursuing this case but do not guarantee a specific result. Client appoints Attorneys as his/her attorneys-in-fact to present claims and/or endorse checks or drafts representing settlement or judgment proceeds to expedite disbursement.

33% LEGAL FEE. If no recovery (by settlement or trial) is obtained, client will not owe a legal fee or expenses. If Attorneys obtain settlement or judgment, by trial or otherwise for Client, Client will pay to Attorneys thirty-three percent (33%) of the net recovery, after reimbursement of expenses.

CASE EXPENSES & AUTHORIZATION. Attorneys will not ask Client for expense money during the handling of the case. Case costs and expenses will be advanced by Attorneys. Examples of typical expenses include court filing fees, investigation, auto mileage, photocopies, court reporters, medical records, interest on any money Attorneys borrow for expenses, expert witness fees, air fare, etc. If a recovery is obtained, Attorneys will be reimbursed for these expenses from the total recovery. Instead of hiring private outside investigators, Attorneys employ a full-time staff of investigators whose actual time will be charged as an expense like other out-of-pocket expenses. The fee for an investigator's time will be \$35.00 per hour for time spent working in this matter, which will be deducted from the gross recovery.

COMMON BENEFIT CASE EXPENSES: Client understands that Attorneys will be representing several cities, counties and municipalities, and will incur generic costs necessary to prosecute the claims. Client agrees to pay a pro rata share of the generic costs of prosecuting this case. Client shall have the right to an accounting of generic costs of this case.

TERMINATION OF THIS AGREEMENT. If this agreement is terminated before the case is resolved, Client gives Attorneys a lien against any subsequent recovery in this case for Attorneys' time and expenses. If an offer has been negotiated, Attorneys will have a lien upon any subsequent recovery equal to 33% of the offer, or an amount to compensate for time and expenses, whichever is greater. Attorneys may withdraw from representation of Client at any time if they determine prosecution of the claim is not feasible. It is expressly understood that Attorneys has made no promises of success or guarantees regarding the outcome of the case to Client. Attorneys has explained the risks that are a necessary part of litigation. Client fully understands that such risks exist. Attorneys may, after further investigation of the merits of this claim, cancel this contract of employment by mailing notice to the Client. In such event, there will be no charge for services rendered or expenses incurred by Attorneys.

OFFREC 982 254

LIMITED POWER OF ATTORNEY. Client hereby grants Attorneys a limited power of attorney to endorse the Client's name to any checks or drafts received by Attorneys in settlement of any and all claims pursued by Attorneys on behalf of Client. Such settlement funds shall be placed in trust for Client's benefit.

MISCELLANEOUS. Client has read this agreement (or has had it read to him/her) and agrees to be bound by these terms. Any modifications in the terms of this agreement shall be typewritten or handwritten in the margin below and initialed by both parties.

Fred Acemici

CLIENT or CLIENT'S REPRESENTATIVE

Date: Feb 12, 2018

AGREEMENT ACCEPTED BY
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.

Date: _____

OFFREC 982 255