

AGENDA
GENEVA COUNTY COMMISSION
March 11, 2019

9:30 a.m. Welcome-Commission Chairman Toby Seay
Prayer-Commissioner Spivey
Pledge of Allegiance-Commission Chairman Toby Seay

Public Comment from Citizens on Agenda or approved to speak by unanimous vote of the Commission.

Public Comment from Elected Officials

Roll Call-Call to Order

New Business:

1. Approve Minutes of February 25, 2019
2. Proclamation:
3. Bids:

Old Business:

1. Jail Construction:
2. Courthouse:
3. Board Appointments:
4. Bids:

Reports from Staff:

Sheriff
Chief Administrative Officer
County Engineer
County Attorney
Commission Chairman

Commissioner Spivey
Commissioner Wilks
Commissioner Hammer
Commissioner Brannon
Adjourn

Recorded In OFFREC BK 1019 PG 78, 03/26/2019 11:29:48 AM
TOBY L. SEAY, PROBATE JUDGE, GENEVA COUNTY, ALABAMA

The Geneva County Commission met in regular session on Monday, March 11, 2019 at 9:30 a.m. at the Geneva County Courthouse in Geneva, Alabama.

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

There were no citizens requesting to make public comment.

There were no elected officials requesting to make public comment.

Chairman Seay called the roll and the following members were present: Commissioners Weston Spivey, Todd Brannon, Bart Wilks and Sandy Hammer. The County Attorney, Phil Eldridge; County Engineer, Justin Barfield; Assistant Administrator, Cindy William; EMA Director Misty Wise; Solid Waste Director Eileen Bottoms and Sheriff Tony Helms were also present. The following business was transacted:

MINUTES OF THE MEETING

NEW BUSINESS:

1. Approve Minutes of February 25, 2019. Commissioner Brannon made a motion to approve the minutes February 25, 2019. Commissioner Hammer seconded the motion. Vote was 4-0.
2. Proclamations:
3. Bids:

OLD BUSINESS:

1. Jail Construction: No new updates on the actual site work. Sheriff Helms did say that the first module has come off the assembly line. He plans on visiting in Evergreen to see modules assembled and invited all the commissioners to join him on March 21, 2019 for the visit.
2. Courthouse: The lighting project scheduled to be completed March 9, 2019 was delayed due to some lights were on back order. The project should be ready to be installed by March 16, 2019.
3. Board Appointments: N/A
4. Bids: N/A

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REPORTS OF STAFF:

Sheriff: Sheriff Tony Helms stated his office had been working with FEMA to get money for repairs to the domes. Some damage occurred during Hurricane Michael and there could be money for repairs through FEMA. Several FEMA employees have been in recent weeks and will be returning this week to continue their investigation and fact gathering process.

The pick-up truck voted on at the February 25, 2019 commission meeting was picked up from Clark County and is being stripped of the Clark County decals and will be decaled for Geneva County.

Two new employees have been hired, one for the Sheriff's office and one for the jail. The employee for the Sheriff's office is currently on the reserves and an employee at the Road & Bridge department. He will be transferring to the Sheriff's department March 15, 2019. He is not certified as a deputy, so we will be sending him to the academy. Sheriff Helms stated he has had a problem hiring due to the pay rate. He said he usually can hire from the cities, but the county pay rate is now below the cities pay rate for police officers.

Sheriff Helms stated that at his last Sheriff's conference meeting there was discussion that the state may request the counties house state inmates again.

County Administrator:

County Engineer Mr. Barfield requested a motion to adopt a resolution for submitting a paving project plan for a portion of North County Road 49 at County Road 68 and continuing for 9/10 of one mile. Through a federal funds program Mr. Barfield can obtain \$150,000.00 for the project and the county would have to match with \$50,000 - \$60,000. Commissioner Spivey made a motion to adopt a resolution for the paving project. Commissioner Wilks seconded the motion. Vote was 4-0.

Herbicide spraying is continuing as weather permits.

Mr. Barfield has struck a deal with the city of Geneva to help provide a match for a paving project on County Road 33.

There are still two vacant Equipment Operator II positions in the Road & Bridge department. These positions have been advertised on and off since May 2018. He will now have another vacant position since he is losing an employee to the Sheriff's office. This will put the Eastern crew down to the foreman and one crew member.

Debris cleanup from Hurricane Michael is still in progress. Employees are working Fridays to try and get all the storm debris cleared. All records are being kept for FEMA. He now has the agreement for the \$85,000.00 bridge project in District 4 which will be used to install safety guard rails on two bridges.

The project on River Road in District 4 has begun. There has already been an incident of someone going around the barricades which resulted in the citizen burning up their car after getting stuck in the road.

The county is participating in the PALS program again which is a clean up program. Garbage bags are provided by the program. Mr. Barfield asked the commissioners to check with service organizations in their district about participating in the project.

Mr. Barfield plans to attend the personnel board meeting on March 19, 2019 in support of the vacation and sick leave policies submitted by the Commission to the personnel board and asked the commissioners to attend as well.

The scholarship program that Mr. Barfield has discussed in the past has a deadline of March 29, 2019. The scholarship is for any high school senior that will be entering the field of engineering. He requested the commissioners let the schools in their district know of the program and share with their citizens about the scholarship.

Mr. Barfield was in Montgomery on Friday, March 8, 2019 for the Rebuild Alabama Act discussion and vote. This is the gas tax proposed by Governor Ivey. This gas tax would be a ten cent per gallon increase over the next three years. Six cent in 2019, two cent in 2020 and 2 cent in 2021, which could generate as much as \$321,000,000 dollars for the state. Beginning in 2023 and every two years after a one cent extra could be added by analyzing the national construction cost index. The new act would also have a tax for electric and hybrid cars of \$200.00. The last gas tax increase was in 1992 but it did not allow for future increases. Currently the county receives \$533,000 per year from federal funds which are only allowed on certain types of roads. The state funds would allow projects on all 400 miles of paved roads in the county. This new tax could generate an estimated \$780,000 for Geneva County. None of the monies from the program can be used for salaries, equipment or vertical construction. The breakdown for the tax would be 66.67% for the State, 25% for counties and 8.33% for cities. The county revenue breakdown would then be 45% equally distributed to all 67 counties and 55% distributed by population. Fifty percent of the revenues can be used to service a bond. Fifty percent must be let per State law, purchase order, letting and/or bidding. Also, with this program \$400,000 in state funds frees up \$133,250 matching funds for federal projects. A proposal must be submitted to a committee for approval before a project can begin. If we could save the money for three years we could be able to do a lot of projects in our county. It must all be spent on road projects. There are currently two hundred miles of road in our county that need resurfacing.

There are also additional programs for funding projects. One program is through ALDOT for \$10,000,000 grant for counties and cities, and the new ATRIPII program which would have \$30,000,000 - \$50,000,000 for state, county and city projects.

EMA Director: Mrs. Wise stated that on March 3, 2019 a tornado was in the eastern part of the county around the Slocomb and Fadette area. The tornado was an EF1 and had a path of approximately 5.23 miles and was 300 yards wide. There were no injuries to persons but significant damage to property. Most of the area hit by the tornado was not within a two-mile radius of a siren so those affected did not hear a siren warning. Mrs. Wise went on to state that there are only fourteen (14) sirens in the county which are in the most populated areas. To cover the entire county with sirens we would need 297. A more reliable way to get notices to citizens of impending weather conditions is the GC Alert which is available for download for all citizens with a cell phone. She continued by saying she was pleased with the amount of people that said they knew we had bad weather in the area because of the alert from GC Alert.

She also addressed the issue of the sirens being in good working order. She said there were a lot of problems with mechanical issues. Sometimes the siren is filled with water which will cause it not to work. The siren in Slocomb is located on the water tower and

is struck by lightning a lot. The towns of Black, Malvern and Slocomb had all reported their sirens did not work.

Mrs. Wise requested updates for the computer that was donated to her from the Road & Bridge department.

WTVY and the Salvation Army had allocated money from the Hurricane Michael fund for citizens of Geneva County. Mrs. Wise will be contacting residents that had contacted her after the hurricane to say they had damages and were seeking assistance.

County Attorney: Attorney Eldridge stated that the Geneva County Conservation District has requested that the billing for the employee for their office be submitted in arrears on a quarterly basis. A signed letter of understanding and a resolution has been received from the Geneva County Conservation District. They request the employee be effective April 1, 2019. A resolution is needed from the commission to approve. If at anytime anyone has issue with this arrangement the contract can be automatically rescinded. Commissioner Brannon made a motion to adopt a resolution to approve the letter of understanding for the employee and authorizing the commission chairman to sign the letter for the Geneva County Conservation District. Commissioner Spivey seconded the motion. Vote was 4-0.

Bids have been posted for the land lease at the Industrial Park in the paper and on the bulletin board in the courthouse.

Solid Waste Director: Mrs. Bottoms stated that some garbage cans were lost due to the tornado in the Fadette area. She has not yet sold the old garbage trucks. She will get with Engineer Barfield and get those listed for sale on GovDeals.

Chairman Seay: Stated that the back to school tax-free weekend is scheduled for July 19 – 21, 2019. We have participated in the past with this program and he requests a motion to participate this year. Commissioner Hammer made a motion to participate in the tax-free weekend. Commissioner Wilks seconded the motion. Vote was 4-0. The probate office has delinquent fees at times and Judge Seay is asking the commission for approval for County Attorney Eldridge to write a letter to those delinquent accounts requesting payment. Commissioner Hammer made a motion for Attorney Eldridge to write a letter to all delinquent fee accounts in the probate office and Commissioner Wilks seconded the motion. Vote was 4-0.

Chairman Seay stated there would be an Economic Development meeting on March 25, 2019 at 11:30 at the Wiregrass Electric office in Hartford.

Beginning April 19, 2019, the State Troopers will be at the courthouse every Friday for Drivers License exams.

The courthouse has a vacancy for a custodian which has now been advertised several times. The last time there were only three applicants and two did not show up for interviews. The position is being advertised again and Chairman Seay requests all commissioners to share the vacancy on their social media accounts and with citizens.

Commissioner Spivey: Expressed his appreciation to Engineer Barfield and EMA Director Misty Wise for their assistance when the tornado struck his district on March 3,

2019. Commissioner Spivey stated that Slocomb Mayor Rob Hinson had expressed a complaint regarding the weather siren not working in Slocomb.

Commissioner Wilks:

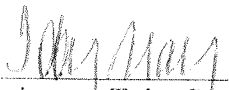
Commissioner Hammer: Requested information from the Commission office regarding all expenses associated with the voting precincts. He would like a breakdown of opening and operating each individual voting house.

Commissioner Brannon:

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

The above constitutes the minutes of the meeting of the Geneva County Commission held on Monday, March 11, 2019.



Chairman, Toby Seay

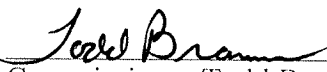


Commissioner Weston Spivey



Commissioner Bart Wilks

Marietta Webster
Chief Administrative Clerk



Commissioner Todd Brannon



Commissioner Hammer

OFFREC 1019 04

RESOLUTION

COUNTY OF GENEVA

PRELIMINARY PROJECT GCP 31-01-19

STATE OF ALABAMA

FUNCTIONAL CLASSIFICATION: MINOR

OFFREC 1019 05

WHEREAS, the County Commission of Geneva County, Alabama is desirous of constructing or improving, by force account, by contract or both, a section of road included in the Geneva County Road System and described as follows:

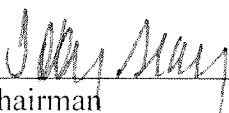
G Treatment, General Leveling, Resurfacing, and Traffic Stripe on County Road No. 49, from County Road 68 to the Houston County Line. Approximate Length 0.9 ml. Location Map Attached

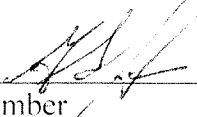
WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

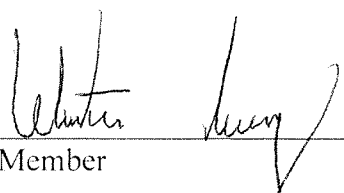
WHEREAS, the County agrees to all of the provisions of any agreement which has been executed covering the construction of the project.


Done at the Regular session of the County Commission meeting of Geneva County, this day of March 11, 2019.

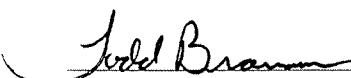
Geneva County Commission
Governing Body


Chairman


Member


Member


Member


Member

POLICY

PROCEDURE FOR AUTHORIZATION TO CLOSE COUNTY COURTHOUSE

DATE ADOPTED: 2-11-2019

POLICY: To establish procedure for closing the County Courthouse in emergency situations.

PROCEDURE: WHEREAS, **ALA. CODE SECTION 11-1-8** states in pertinent part, "The county commission of any county in the State of Alabama may by resolution close the offices in the county courthouse or other county buildings on legal holidays set pursuant to Section 1-3-8, or for special circumstances deemed necessary or appropriate. Notice of the closing shall be posted at the courthouse and shall be published otherwise in the manner as the county commission may direct."

WHEREAS, **ALA. CODE SECTION 31-9-10 (b) (6)** states in pertinent part, "The governing body of each political subdivision shall have the power and authority... (6) To close, notwithstanding Section 11-1-8, any and all public buildings owned or leased by and under the control of the political subdivision where emergency conditions warrant, whether or not a local state of emergency has been declared by the governing body of the political subdivision."

WHEREAS, from time-to-time, weather conditions require that the County Courthouse, public buildings owned or leased by and under the control of the Geneva County Commission, and other county buildings be closed for non-essential services; and,

WHEREAS, it may be necessary to close the County Courthouse, public buildings owned or leased by and under the control of the Geneva County Commission, and other county buildings when the health and safety of citizens and employees are in danger;

WHEREAS, the Geneva County Commission deems it in the county's best interest for the Chairman of the County Commission to be able to close the County Courthouse, public buildings owned or leased by and under the control of the Geneva County Commission, and other county buildings when emergency conditions warrant or for special circumstances deemed necessary or appropriate; and

NOW, THEREFORE BE IT RESOLVED, by this Resolution that the Geneva County Commission authorizes the Chairman of the County Commission to determine when the Geneva County Courthouse, the public buildings owned or leased by and under the control of the Geneva County Commission and other county buildings are to be closed for an emergency or for special circumstances deemed

necessary or appropriate. The Chairman shall attempt to notify and communicate with all commissioners of the Geneva County Commission prior to making a determination to close such county buildings for an emergency or for special circumstances deemed necessary or appropriate.

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ADMINISTRATIVE SERVICES CONTRACT

THIS AGREEMENT, entered into as of the 28th day of January, 2019, by and between the Geneva County Commission, Alabama (hereinafter called the "County"), and the Southeast Alabama Regional Planning and Development Commission (hereinafter called "SEARP&DC"), a non-profit public agency operating under the laws of the State of Alabama as enacted under Act 584, Code of Alabama 1940, Act 1126, 1969, and Act 757, 1985, with its offices located at:

462 North Oates Street
P. O. Box 1406
Dothan, AL 36302

WHEREAS, the County desires to engage SEARP&DC to render professional administrative and technical services hereinafter described.

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Employment of SEARP&DC

The County hereby agrees to engage SEARP&DC, and SEARP&DC agrees to perform the services set forth in conjunction with the Geneva County Strategic Plan Project.

B. Scope of Services

1. GENERAL RESPONSIBILITIES

a. County

- (1) The County agrees to provide SEARP&DC with reasonable temporary office space when SEARP&DC staff members are in the community providing administrative services.
- (2) The County, in conjunction with SEARP&DC, shall facilitate all meetings related to the program.

b. SEARP&DC

- (1) SEARP&DC agrees to advise the County on all activities necessary to assure that the County's program is performed and carried out in an expedient, satisfactory and proper manner.
- (2) SEARP&DC shall be available during normal working hours for telephone consultation and will be available as needed to assist the County's program.

2. WORK ELEMENT DESCRIPTION

All work elements will be carried out as described in the following and are made a part of this Agreement. At a minimum, the services provided shall include:

- Assist the Geneva County Commission with the development of its Strategic Plan.

C. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by SEARP&DC under this Agreement are confidential and SEARP&DC agrees that they shall not be made available to any individual or organization without prior written approval of the County.

D. Personnel

1. SEARP&DC represents that it has, or will secure at its own expense, all personnel necessary to perform the services under this Agreement.
2. All of the services required hereafter shall be performed by SEARP&DC or under SEARP&DC's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
3. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of five years.

F. Conflict of Interest Clauses

1. Interest of Members of a County

No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal interest, direct or indirect, in this Agreement; and SEARP&DC shall take appropriate steps to assure compliance.

2. Interest of SEARP&DC and Employees

SEARP&DC covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner of degree with the performance of its services hereafter. SEARP&DC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

G. Time of Performance

The services of SEARP&DC shall commence immediately upon the execution of this Agreement and shall be carried out expeditiously to complete the project once a timeline is implemented by the County.

H. Reports and Information

SEARP&DC will provide to the County a strategic planning document for use by the Geneva County Commission.

I. Copyright

No reports, maps, or other documents produced in whole or in part under this Agreement shall be subject of any application for copyright by or on behalf of SEARP&DC.

J. Compliance with Local Laws

SEARP&DC shall comply with all applicable laws, ordinances and codes of the State and local governments, and SEARP&DC shall hold the County harmless for any of the work embraced by this Agreement.

K. Access to Records

SEARP&DC shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement, and such other records as may be deemed necessary by the County to assure proper accounting for all project funds. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for five (5) years after the expiration of this Agreement unless permission to destroy them is granted by the County.

L. Compensation

1. The County agrees to pay SEARP&DC on a cost reimbursable basis for costs incurred for any part or completion of the services described in this Agreement but not to exceed \$2,500.00.
2. Payments shall be made upon receipt of a SEARP&DC requisition. The requisition shall indicate costs incurred for the period and total costs incurred to date.
3. The County shall have access to all accounts, records, files, and other papers of SEARP&DC pertaining to funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The SEARP&DC financial management system, including the County's program shall be audited as part of SEARP&DC's annual audit.

M. Assignability

SEARP&DC shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or by notation), without the prior written consent of the County thereto: provided, however, that claims for money by SEARP&DC from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

N. Title to Work

Upon completion or termination, any documents, information, and data prepared by SEARP&DC shall become property of the County.

O. Termination of the Contract for Cause

If, through any cause, SEARP&DC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to SEARP&DC of such termination and specifying the effective date thereof, at least thirty (30) days before the date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, and reports prepared by SEARP&DC under this Agreement shall, at the option of the County, become its property and SEARP&DC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereafter.

Notwithstanding the above, SEARP&DC shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by SEARP&DC and the County may withhold any payments to SEARP&DC for the purpose of set-off until such time as the exact amount of damages due the County from SEARP&DC is determined.

P. Termination for Convenience of the County

The County may terminate this Agreement at any time by giving at least thirty (30) day's notice in writing to SEARP&DC. If the Agreement is terminated by the County as provided herein, SEARP&DC will be paid for items provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of SEARP&DC, Paragraph 1 hereof relative to the termination shall apply.

IN WITNESS WHEREOF, the County and SEARP&DC have executed this Agreement as of the date first written.

GENEVA COUNTY COMMISSION

SOUTHEAST ALABAMA
REGIONAL PLANNING AND
DEVELOPMENT COMMISSION

By:


Toby Seay
Chairman

By:


Kenneth S. Farmer
Executive Director

Attest: _____

Attest: _____