

The Geneva County Commission met in regular session on Monday, August 10, 2020 at 9:30 a.m. at the Geneva County Courthouse in Geneva, Alabama.

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

There were no elected officials requesting to make public comment.

Citizen requesting to make public comment –

Commission Chairman Seay called the roll and the following members were present: Commissioners Todd Brannon, Sandy Hammer, Weston Spivey, and Bart Wilks. The County Attorney Phil Eldridge; County Engineer, Justin Barfield; Assistant County Engineer, Mike Shirah; Sheriff, Tony Helms; EMA Director, Eric Johnson; Revenue Commissioner, Mary Ann Ellison; Solid Waste Director, Dawn Smith; County Administrator Cindy Williams were also present. The following business was transacted:

### MINUTES OF THE MEETING

#### NEW BUSINESS:

1. Approve Minutes of July 27, 2020. Commissioner Hammer made a motion to approve the minutes of July 27, 2020. Commissioner Spivey seconded the motion. Vote was 3-0.
2. Proclamations: Kelli Dillard and Gloria Marks were present from the 2020 Census Committee for Geneva County. A proclamation was read proclaiming the month of August as August 2020 Census Month. After the proclamation was read Ms. Dillard gave updates on the current census and stated that the County is currently at 65% completing the census and the goal is 90%. The census count will be ending in September 30, 2020. They will be going door to door this month and in September and will remain outside the home and wearing masks to try and get all residents registered.
3. Bids: There are no official bids but there was a pre-construction bidding last week for the Sally Port and Courtroom renovation, with several in attendance
4. Board Appointments: None

#### OLD BUSINESS:

1. Jail Construction. Still in progress. It still looks as if it will be turned over by the beginning of September. The furniture is scheduled to be installed August 24, 2020. The punch list is still being worked out and there are several still minor

repairs needed. Once we have a more definite date for the jail to be turned over to the County would like to schedule an Open House for the weekend prior to Labor Day or the weekend after Labor Day.

2. Spec Building – There is a ground-breaking ceremony today at 1:30 p.m. at the Industrial Park. Work will begin tomorrow, August 11, 2020 on the site. Attorney Phil Eldridge stated all documents had been received including the contract, performance bond, payment bond and proof of insurance and reminded the Commission of the bid price from S & E Site Development of \$226,220.00 and stated they had 180 days from the start date to complete the work and the price did not include removal and replacement of wet or sub-grade soils. Chairman Seay stated the contract on the Spec Building and the storage building to be located behind the Courthouse would be delivered today and he requested that the Commission approve same and authorize him to sign subject to the Attorney's review of same. Attorney Eldridge stated that the liquidated damage clause in the contracts for the site work and the spec building was \$250.00 per day but warned the Commissioners that there was a provision in both contracts for delays for rain and impact days similar to the one in the Jail contract. Commissioner Wilks made a motion to allow Chairman Seay to sign the contracts on both the Spec Building and the storage building to be located behind the Courthouse upon Attorney Eldridge's review. Chairman Brannon seconded the motion. Vote was 3-1. Commissioner Hammer stated he had a problem with Mike Hughes building the spec building because in his opinion the cost to the County was \$87,000 higher than another contractor had quoted. The contractor Commissioner Hammer was referring to however, did not submit a bid during the bidding process.

#### REPORTS OF STAFF:

**Sheriff:** Nothing to report

**County Administrator:** Commissioner Spivey asked Mrs. Williams about the CARES Act dollars and submission. Mrs. Williams explained an initial request had been forwarded to the State. She has heard back from them and the County is being denied the payroll expense on the Emergency Leave the Commission approved for the employees so that the County could abide by the Governor's orders to socially distance and/or stay home. The Commission had allowed employees to work flex schedules so that all employees were not present at the same time, however the State is denying that payroll piece. They are approving the additional payroll for added deputies at the Front Security Desk of the Courthouse and for employees that have been absent from work due to Covid-19 related reasons. The initial submission for the County was \$109,131.07 which included \$90,942.47 in payroll expense. The State is denying \$84,155.69 in payroll expense. Mrs. Williams was instructed by the State to resubmit the Reimbursement Form with the changes in the payroll amount. This would bring the total to \$24,975.38 in the initial submission for reimbursement.

Chairman Seay stated that the County would also be submitting future reimbursements for Wi-Fi and sound upgrades in the Courtroom and for several more workplace modifications.

Mrs. Williams explained to the Commission that payroll dates during Thanksgiving and Christmas fell on Thursday and she had called several smaller banks used by employees to see if they would be pulling in ACH files on those dates. The small banks will not, so she is asking the Commission if they will approve moving the payroll date to the Wednesday before payroll on those dates or leave it as scheduled on Thursday and the employees will receive their pay on Friday. Commissioner Wilks made a motion to allow payroll to be paid on Wednesday of both Thanksgiving and Christmas week. Commissioner Spivey seconded the motion. Vote was 4-0.

**County Engineer:** Engineer Justin Barfield stated the ATRIPII project was still ongoing in Hartford.

The Rebuild Alabama and Federal Aid Fund projects for paving all complete except for shoulder work and permanent stripping.

They are spraying behind the mowing and trying new chemicals.

Driveway pipe installations have been on the increase.

The two dump trucks listed on GovDeals are slated to come off on August 17 and he is hopeful he will get a good price on both.

Last week a salesman with Coffman International came by and said he had a 2011 International Truck and 2011 Trail King flat-bed trailer with 188,000 miles on them for \$198,000.00. Currently, his department has a mid-1980's truck and trailer in use. He stated with the sale of the two dump trucks on GovDeals and another truck being sold he should have enough that he would only have roughly \$4000.00 out of pocket expense to purchase the newer truck and trailer. Engineer stated he thought that the County might could purchase this under a consolidated or State bid. Commissioner Hammer made a motion to allow Mr. Barfield to purchase the used truck and trailer pending Attorney Eldridge researching if the purchase would violate any bid laws. Commissioner Wilks seconded the motion. Vote was 4-0.

**County Attorney:** Attorney Eldridge stated the Trustee on the Jail Bond Loan had a problem with not having the current State Audited Financials and had tried saying that we could be in default on the loan. Attorney Heyward Hosch has been working on this for the County and has resolved this with the lender and they have consented to amend the lease agreement to delete the section requiring the current State Audited Financials to state that there will be no requirement to submit any audited financials. Mr. Hosch has forwarded a resolution approving First Amendment of Lease Agreement. Deleting section 7.3(b) of the lease. Commissioner Hammer made a motion to adopt the resolution Approving First Amendment of Lease Agreement. Commissioner Brannon seconded the motion. Vote was 4-0.

Attorney Eldridge stated the validation process on loans on the Spec Building performed by Attorney Hosch have been completed and Mr. Hosch has submitted a bill of \$20,000 for all work on documents on the loans from Friend Bank and Wiregrass Electric. This fee may be paid from the loan proceeds. Commissioner Wilks made a motion to begin drawing the loan proceeds from Friend Bank to begin paying the bills associated with the

Spec Building including this one for bond council. Commissioner Hammer seconded the motion. Vote was 4-0.

**Chairman Seay:** Chairman Seay stated he is aware the Commission is in favor of finding areas that need improvement and/or upgrades that can be reimbursed by the CARES Act Funds. He is continuing to research all projects in the Courthouse that can be upgraded or new services that can be installed that related to Covid-19.

We have one more draft of the Personnel Handbook which will be completed this week. Once we have the final draft a copy will be sent to all Commissioners for review.

Chairman Seay stated Pursuant to Alabama Constitutional Amendment 909, the Geneva County Commission hereby announces at this regular meeting that the adoption of a new personnel system for Geneva County will be on the agenda at the next regular meeting of the Geneva County Commission on August 24, 2020, and that any members of the public desiring to be heard on the matter will be granted that opportunity at this meeting on August 24, 2020, where this matter will be considered. The agenda for the August 24, 2020 Commission meeting will include New Business of adopting the new Personnel System for Geneva County.

The arena fans for the Farm Center have been received and will be installed in the new few weeks.

**Revenue Commissioner:** Nothing to report.

**EMA Director:** Not present.

**Solid Waste:** Nothing to report.

**E-911:** Nothing to report.

**Auburn Extension:** Shared that interviews for the Administrative position at the Extension Office will be on this week. She will be working with Lori Wilcox and Kelli Brannon on the Census.

**Commissioner Brannon:** Nothing to report.

**Commissioner Hammer:** Nothing to report.

**Commissioner Spivey:** Nothing to report.

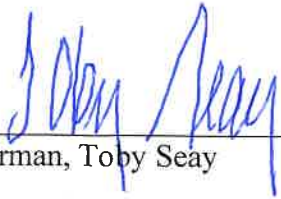
**Commissioner Wilks:** Nothing to report.


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

**STATE OF ALABAMA  
COUNTY OF GENEVA**

**REGULAR SESSION  
August 10, 2020**

The above constitutes the minutes of the meeting of the Geneva County Commission held on Monday, August 10, 2020.

  
\_\_\_\_\_  
Chairman, Topy Seay

  
\_\_\_\_\_  
Cindy Williams  
County Administrator

  
\_\_\_\_\_  
Commissioner Weston Spivey

  
\_\_\_\_\_  
Commissioner Todd Brannon

  
\_\_\_\_\_  
Commissioner Bart Wilks

  
\_\_\_\_\_  
Commissioner Hammer

OFFREC 1075 320



*Geneva County Commission  
200 N Commerce St.  
Geneva, AL 36340  
334-684-5610 FAX-334-684-5613*

*Toby L. Seay, Judge of Probate/Chairman of Commission*

*Commissioner  
Weston Spivey    Todd Brannon  
District One     District Two  
Bart Wilks       Sandy Hammer  
District Three    District Four*

OFFREC 1075 321

**Geneva County Commission 2020 Census  
Awareness Month Proclamation**

**WHEREAS**, the Census is mandated by the U.S. Constitution and every 10 years the Census aims to count the entire population, and at the location where each person usually lives in the United States; and

**WHEREAS**, the next Decennial Census is being taken in the year 2020, and political representation to the United States House of Representatives, State Legislatures and local governments are determined by the Decennial Census and the Geneva County Commission recognizes the equal importance of each resident in the 2020 Census; and

**WHEREAS**, the Geneva County Commission acknowledges that COVID-19 has affected the response rate from the community for the 2020 census and realizes that by being informed about the Census and having a better understanding of the Census process and how it affects everyone, businesses are key to assisting Geneva County achieving a 90% response rate.

**WHEREAS**, for the future Federal funding needed to provide Medicare, Medicaid, SNAP – Healthy lunch programs, Emergency Disaster Relief, Head Start, Pell Grants, Affordable Housing, Transportation Improvements, Small Business Opportunities and much more for the Dothan Metropolitan Statistical Area, Geneva County and Alabama’s future;

**NOW, THEREFORE, I**, Toby Seay, Chairman of the Geneva County Commission, do hereby proclaim the month of August as

“August 2020 Census Month”

and Wednesday, August 12, 2020, as

“Drop Everything and Get Counted Day”

for all businesses and call upon all employers to take time on this day to educate their employees on the importance of the Census and assist them in taking it online during regular work hours. **Also** calls upon all Geneva County residents, groups and organizations to prepare themselves to be counted in the 2020 Census.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the SEAL of Geneva County to be affixed n this 11th day of August 2020.

  
Toby Seay, Chairman

EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF  
THE GENEVA COUNTY COMMISSION OF GENEVA COUNTY, ALABAMA

---

Approval of Certain Actions and Agreements Respecting Jail Facilities  
to be Established by Geneva County Public Building Authority (Jail Project)

---

The Geneva County Commission of Geneva County, Alabama met in regular public session at Geneva County Courthouse in the City of Geneva, Alabama, at 9:30 a.m. on August 10, 2020.

The meeting was called to order by the Chairman, and the roll was called with the following results:

Present: Toby Seay, Chairman  
Weston Spivey  
Todd Brannon  
Sandy Hammer  
Bart Wilks

Absent: None

\* \* \*

The Chairman stated that a quorum was present and that the meeting was open for the transaction of business.

\* \* \*

Thereupon, the following resolution was introduced in writing by the Chairman, and considered by the Geneva County Commission:

Thereupon the following resolution was introduced in writing by the Chair:

A RESOLUTION APPROVING FIRST AMENDMENT OF LEASE AGREEMENT

BE IT RESOLVED by the Geneva County Commission, as governing body of Geneva County, Alabama (the "County") that the County, having reviewed that certain First Amendment of Lease Agreement (the "2020 Amendment"), proposed to be delivered by Geneva County Public Building Authority (Jail Project) (the "Authority") and the County in amendment of the Lease Agreement dated December 1, 2017 (the "Original Agreement") by the Authority and the County, and having found and determined that no default has occurred and is continuing under the Original Agreement and that the amendment of the Original Agreement by the 2020 Amendment is in the best interests of the taxpayers and citizens of the County, does hereby (a) approve, authorize and confirm the 2020 Amendment substantially as attached hereto as Exhibit A, with such changes thereto (by addition or deletion) as shall not create, increase or extend any obligation of the County thereunder and as the officers of the County shall conclusively approve by execution thereof; (b) authorize and direct the Chairman and Clerk of the County to execute, attest and deliver the 2020 Amendment under the seal and on behalf of the County, and to take such action, and execute and deliver such other certificates and documents, at such times and in such form and manner as shall be required by applicable law or necessary to effect the purposes of this Resolution and the 2020 Amendment; (c) repeal the provisions of any resolution, order, or ordinance of the County to the extent any thereof are in conflict or inconsistent with the terms and purposes of this Resolution; and (d) provide this Resolution is effective immediately.



EXHIBIT A

First Amendment of Lease Agreement

---

FIRST AMENDMENT OF LEASE AGREEMENT

---

---

Dated August \_\_, 2020

---

By and Between

GENEVA COUNTY PUBLIC BUILDING AUTHORITY  
(JAIL PROJECT)  
as Lessor  
200 North Commerce Street  
Geneva, Alabama 36340

and

GENEVA COUNTY, ALABAMA  
as Lessee  
200 North Commerce Street  
Geneva, Alabama 36340

---

This instrument is delivered in amendment of that certain Lease Agreement dated December 1, 2017 by the Lessor and the Lessee and recorded in Book 976 at page 318 et seq. in the Office of the Judge of Probate of Geneva County, Alabama.

---

---

This First Amendment of Lease Agreement was prepared by Heyward C. Hosch of Maynard, Cooper & Gale, P.C., 1901 Sixth Avenue North, Regions / Harbert Plaza, Birmingham, Alabama 35203.

---

STATE OF ALABAMA )  
GENEVA COUNTY )

FIRST AMENDMENT OF LEASE AGREEMENT

\_\_\_\_\_  
August \_\_, 2020  
\_\_\_\_\_

This Lease Agreement is made and delivered as of the above date for the purposes hereof by:

Lessor: Geneva County Public Building Authority (Jail Project), an Alabama public corporation, and its successors and assigns.

Lessee: Geneva County, Alabama, a political subdivision under the laws of the State of Alabama, and its successors and assigns.

\_\_\_\_\_  
WITNESSETH:

For value received, and in consideration of the agreements herein, the Lessor and the Lessee covenant and agree as follows:

ARTICLE 1

Reference to Lease Agreement

The term "Lease Agreement" means that certain Lease Agreement dated December 1, 2017 by the Lessor and the Lessee and recorded in Book 976 at page 318 et seq. in the Office of the Judge of Probate of Geneva County, Alabama.

ARTICLE 2

Representations

Section 2.01 The Lessor

The Lessor certifies and represents that:

- (a) The Lessor has duly authorized, executed and delivered this instrument;
- (b) The Lessor has not heretofore:
  - (1) delivered an amendment to, or supplement of, the Lease Agreement; or
  - (2) declared an Event of Default under the Lease Agreement;
- (c) The Lease Agreement is in full force and effect as a contractual agreement of the Lessor;
- (d) The delivery of this instrument will not discharge, release or satisfy (in whole or in part) any obligation of the Lessor under the Lease Agreement.

Section 2.02 The Lessee

The Lessee certifies and represents that:

- (a) The Lessee has duly authorized, executed and delivered this instrument;
- (b) The Lessee has not heretofore delivered an amendment to, or supplement of, the Lease Agreement;
- (c) The Lease Agreement is in full force and effect as a contractual agreement of the Lessee;
- (d) The delivery of this instrument will not discharge, release or satisfy (in whole or in part) any obligation of the Lessee under the Lease Agreement;
- (e) No Event of Default has occurred under the Lease Agreement.

ARTICLE 3

Amendment of Lease Agreement

The Lessor and the Lessee hereby amend Section 7.3(b) of the Lease Agreement by deletion of Section 7.3(b) in the entirety thereof and substitution therefor of the following:

"(b) Audited Financial Records of the Lessee.

- (1) The Lessee will provide to the registered owner of the Warrants the Audited Financial Records (as defined in subsection 7.3(b)(2)), which may be in electronic form, within thirty (30) days of receipt thereof by the Lessee. If the Audited Financial Records are publicly available on a website of the Department of Examiners of Public Accounts of the State of Alabama ( or any successor to the duties and functions thereof), to satisfy this requirement, so long as Capital One Public Funding, LLC is the sole registered owner of the Warrants, Lessee may email a link to the posted Audited Financial Records to the following email address (or such other address as the registered owner of the Warrants supplies to Lessee in writing): [Yvonne2.foley@capitalone.com](mailto:Yvonne2.foley@capitalone.com) (Yvonne Foley). If the Audited Financial Records are not available, upon request of the registered owner of the Warrants, Lessee will furnish unaudited financial statements in the manner described in this Section, and will then supply the Audited Financial Records upon the availability thereof.
- (2) The term "Audited Financial Records" means the examination and audit of the books, records, vouchers and accounts of the Lessee (i) made by the Department of Examiners of Public Accounts of the State of Alabama as provided Section 41-5A-12 of the Code of Alabama 1975 or any successor provision of law, or (ii) made by an independent financial auditor in accordance with law."

ARTICLE 4

Confirmation of Lease Agreement

(a) The Lessor and the Lessee agree that this First Amendment of Lease Agreement is delivered in amendment of the Lease Agreement as a part thereof and shall be construed in accordance with, and governed by, the terms of the Lease Agreement.

(b) The Lease Agreement, as hereby amended, is hereby ratified, confirmed and approved.

ARTICLE 5

General Provisions

The Lessee and the Lessor covenant and agree that (a) this instrument has been delivered in, and shall be governed by and construed in accordance with the laws of, the State of Alabama; (b) this instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument; and (c) if any provision in this instrument shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or in any way impaired thereby.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Agreement to be executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed, have caused this Lease Agreement to be attested, all by their duly authorized officers, and have caused this Lease Agreement to be dated as of the day and year first above written.

GENEVA COUNTY PUBLIC BUILDING AUTHORITY (JAIL PROJECT)

By [Signature]  
Its President

SEAL

Attest: [Signature]  
Its Secretary

GENEVA COUNTY, ALABAMA

By: Geneva County Commission

By [Signature]  
Its Chair




Attest: [Signature]  
County Clerk

STATE OF ALABAMA )

GENEVA COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brandon Dillard, whose name as President of Geneva County Public Building Authority (Jail Project) (Alabama), a public corporation, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 10<sup>th</sup> day of August, 2020.

  
Cindy Williams  
Notary Public

NOTARIAL SEAL

My commission expires: April 20, 2024



STATE OF ALABAMA )

GENEVA COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Toby Spay, whose name as Chairman of the Geneva County Commission, as governing body of Geneva County, Alabama, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Geneva County Commission, as governing body of Geneva County, Alabama.

Given under my hand this the 10th day of August, 2020.

C. D. Williams  
Notary Public

NOTARIAL SEAL

My commission expires: April 20, 2024

CONSENT TO LEASE AMENDMENT

August \_\_, 2020

To: Geneva County Public Building Authority (Jail Project)  
Geneva County, Alabama

From: Capital One Public Funding, LLC

Re: Amendment of Lease Agreement dated December 1, 2017 (the "Lease Agreement") by Geneva County Public Building Authority (Jail Project) (the "Lessor") and Geneva County, Alabama (the "Lessee") by First Amendment of Lease Agreement of even date (the "First Amendment") by the Lessor and the Lessee

The undersigned does hereby agree, certify and represent on the above date as follows:

1. Each capitalized term used in this instrument without definition will have the meaning assigned thereto in the above Lease Agreement.
2. The undersigned is the registered owner of a Warrant representing all of the outstanding Warrants.
3. The undersigned has not declared any Event of Default under the Lease Agreement.
4. The undersigned:
  - (a) agrees and consents to the amendment of the Lease Agreement pursuant to the First Amendment effective on the date hereof; and
  - (b) agrees the amendment to the Lease Agreement made by the First Amendment will be in effect for each Fiscal Year subsequent to the date hereof for which the Lease Agreement is renewed and in effect; and
  - (c) waives any noncompliance by the Lessee with Section 7.3(b) of the Lease Agreement for any Fiscal Year of the Lessee ending prior to the date hereof; provided, however, such waiver is limited to noncompliance with said Section 7.3(b) and shall not operate or be construed to waive or release compliance with, or performance of, any other provision of the Lease Agreement by the Lessee.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name, under seal, by an officer thereof duly authorized thereunto on the above date.

CAPITAL ONE PUBLIC FUNDING, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

OFFREC 1075 2020

After said resolution had been discussed and considered in full by the Council, it was moved by Mr. Hammer that said resolution be now placed upon its final passage and adopted. The motion was seconded by Mr. Brewer. The question being put as to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following results:

- Ayes: Toby Seay, Chairman
- Weston Spivey
- Todd Brannon
- Sandy Hammer
- Bart Wilks

Nays:

The Chairman thereupon declared said motion carried and the resolution passed and adopted as introduced and read.


STATE OF ALABAMA

GENEVA COUNTY

CERTIFICATE

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting Chairman of the governing body of Geneva County, Alabama (the "County"); (2) as Chairman I have access to all original records of the County and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the Geneva County Commission of the County duly held on August 10, 2020, the original of which is on file and of record in the minute book of the Geneva County Commission in my custody; (4) the resolutions set forth in such excerpts is a complete, verbatim and compared copy of such resolutions as introduced and adopted by the Geneva County Commission on such date; and (5) said resolutions are in full force and effect and have not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the County and have affixed the official seal of the County, this 10th day of August, 2020.

  
\_\_\_\_\_  
Chairman

SEAL

\* \* \*

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Approval of Minutes and Waiver of Notice

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purposes of the meeting of the Geneva County Commission of Geneva County, Alabama recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and the resolution therein.

John May

Wh Su

Joel A. Brannon

Bart Wilks

self



SEAL

Attest: Cody Williams  
County Clerk