

**STATE OF ALABAMA
COUNTY OF GENEVA**

Recorded In: OFFREC
Book: 1255 Page: 444
Recorded: 12/10/2024 4:26:55 PM
Toby Seay, Probate Judge
Geneva County, Alabama
Inst Num: 20029745 - 14 Pages

**REGULAR SESSION
October 28, 2024**

Fees: \$0.00
Total: \$0.00

The Geneva County Commission met in regular session on Monday, October 28, 2024, at 9:30 a.m. at the Geneva County Courthouse in Geneva, Alabama.

Chairman 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.

There were no citizens requesting to make public comment.

Chairman Seay called the roll, and the following members were present: Commissioners Weston Spivey, Todd Brannon, Bart Wilks, and Wade Fulford. County Attorney, Phil Eldridge; Engineer, Justin Barfield; Assistant Engineer, Mike Shirah; Sheriff, Tony Helms; Revenue Commissioner, Mary Ann Ellison; and County Administrator, Cindy Williams was also present. The following business was transacted:

MINUTES OF THE MEETING

NEW BUSINESS:

1. Approve Minutes of October 15, 2024. Commissioner Fulford made a motion to approve the minutes of October 15, 2024. Commissioner Wilks seconded the motion. Vote was 2-0, with two abstentions.
2. Mr. Joshua Thurston with Caliber South, LLC was present to provide information on his business and provide a proposal for IT services. Commissioner Spivey asked how long Mr. Thurston had been in business to which he responded personally he has been doing these services since 2011 but he has been in business for three years. Commissioner Wilks asked if he was the owner and what other entities, he provided services for. Mr. Thurston responded that he is the owner and currently he provides services for Geneva County E911, Slocumb Fire & Rescue, Hartford Police Department, Holmes County E911 and support services for Geneva City and Geneva County school systems. Chairman Seay explained to the Commission that this could be taken under advisement, but no decision should be made at this time. Currently the County is in the middle of a virtualization project. Also, the State auditors will be auditing IT provisions, and we are working toward ensuring the county is prepared to meet the audits. Chairman Seay asked Mr. Thurston to provide a list of references, enterprise experience and his education.

OLD BUSINESS:

1. Courthouse and Farm Center renovation update. The renovation of the Farm Center is approximately 90% complete. Within the next few weeks, they should be substantially complete. It remains on schedule for completion by the deadline date. The main item for completion is the roll up doors which are on order, other than that most remaining items are punch list items. At the Courthouse, the public restrooms in the main hallway intersection remain closed for renovation and once they are complete, they will move to the restrooms at the Sheriff's end of the hallway. Most renovations at the Courthouse are plumbing and HVAC. The project has a completion date of January 4, 2024. The company has not asked for any extension of time for completion. The next OAC meeting will be at the Farm Center, Thursday, November 14th at 10:00 am.
2. Holiday schedule for 2025 – Administrator Williams presented a Holiday schedule to the Commissioners for 2025 for their review and approval. Commissioner Brannon made a motion to approve the Holiday schedule for 2025. Commissioner Wilks seconded the motion. Vote was 4-0.
3. ARPA update – Mrs. Williams presented a spreadsheet showing ARPA expenditures to date and proposed remaining funds to be allocated. Chairman Seay stated items for consideration of the remaining funds include fuel pumps at Road & Bridge, bridge repair on Poole Road bridge and one more vehicle for the Sheriff's department. He also added that there should be enough funds remaining to purchase a set of bleachers for the Farm Center. Funds can be allocated for these expenditures so that the Commission can ensure all remaining funds are allocated. If there are not enough ARPA funds to complete the purchases, remaining funds can go toward the purchase and the balance can be from County funds. Commissioner Fulford made a motion to approve the expenditure of ARPA funds for purchasing a new fuel pump system at Road & Bridge. Commissioner Spivey seconded the motion. Vote was 4-0.
Engineer Barfield gave an explanation why repair is needed on the Poole Road bridge and explained that the State will be sending a letter this week stating if repairs are not made the bridge will need to be closed. Commissioner Fulford made a motion to expend up to \$100,000.00 of ARPA funds for repairs to the Poole Road bridge. Commissioner Brannon seconded the motion. Vote was 4-0. Commissioner Spivey made a motion to expend up to \$11,000.00 of ARPA funds to purchase bleachers for the Farm Center. Commissioner Brannon seconded the motion. Vote was 4-0.

STAFF REPORTS:

Sheriff: Sheriff Helms stated there was a shooting this weekend and one person was in critical condition in the hospital in Fort Walton and they have a suspect incarcerated.

The trailer that was abandoned on Airport Road is still there and has been abandoned on the roadway since April of this year. He has been in contact with Southern Movers, and they are not interested in moving the trailer stating the condition of the trailer renders it unmovable. The tongue is missing which would require work to add a tongue to move the trailer. He has also been in contact with several junk dealers, and they have all suggested the county take an excavator, demolish the trailer, and haul it to the landfill. Chairman Seay asked if the Sheriff had good photographs of the trailer and its condition, and the Sheriff responded he did. Commissioner Brannon asked if we still had the truck used to move the trailer in impound and the Sheriff stated the truck was sold. Templar had possession of the truck and they sold it to recoup expenses. Chairman Seay asked if we knew who the owner of the trailer was, and the Sheriff stated the owner was present the night the trailer was discovered and was currently in Federal Prison and he is unable to contact him. The Sheriff stated the trailer is a safety hazard where it is located on the roadway and is a danger to the traveling public. Attorney Eldridge stated it looks as though all avenues have been exhausted to remove the trailer from the roadway and requested the Sheriff preserve all the documentation. Commissioner Spivey made a motion upon recommendation of the Sheriff after his due diligence, and the hazard the trailer creates on the right-of-way, to allow the Road & Bridge department to demolish the trailer and haul the debris to the landfill. Commissioner Brannon seconded the motion. Vote was 4-0.

Commissioner Wilks asked the Sheriff if he had received any information from Taylor regarding draining the fuel from the generator at the Jail. The Sheriff stated he has contacted Taylor and is waiting for a proposal from them, and he also received information from the Engineer about other companies that provide this service and has contacted them for quotes.

County Administrator: Administrator Williams reminded Commissioner Brannon about his Legislative Committee meeting this week. Commissioner Brannon stated he had contacted the ACCA office and told them he could not attend.

Mrs. Williams told the Commissioners she had registered everyone for the Legislative Conference December 11-12, 2024 and booked hotel rooms.

The Administrator thanked the department heads for their diligence in instructing employees about obtaining purchase orders and reminded them that all purchases require a purchase order prior to a purchase being made. Chairman Seay added that this is a practice the auditors look at and scrutinize.

Mrs. Williams also reminded the department heads once again about non-employees in county vehicles. The only non-employees that should be in county vehicles would be prisoners or transports in law enforcement vehicles. Chairman Seay added that should an accident occur, and a non-county employee is in the vehicle it puts the County in jeopardy of lawsuits.

County Engineer: Engineer Barfield stated that the right-of-way mowing was completed since the last meeting. They will be moving to long arm cutting. Mr. Barfield spoke with the contractor for the Rebuild Alabama paving project and his representative last Friday, and they are working on their asphalt mix to get it approved.

The contractor stated they should be ready to begin the project the second week of November.

The Geotech crew should be onsite this week or next week to do bores for the multi-purpose arena site.

The backhoes purchased from ARPA funds, has been received.

The department has been working on improvements at several intersections.

Improvements were made at the intersection of County Road 4 And County Road 9 and stop bars added at the Five Points intersection.

Mr. Barfield stated that his current contract has one more year, but he would like to go ahead and present another five-year contract to complete his career at Geneva County. In this contract he changed the raise amount to request to receive one half of what the employees receive plus he receives whatever raise the State gives. Commissioner Spivey made a motion to approve the five-year contract for Engineer Barfield. Commissioner Brannon seconded the motion. Vote was 3-1.

A letter was sent for the right-of-way purchase for the property around the L. Vaughn Road bridge. The owner did not want to donate the land, so the Engineer has prepared an offer letter of \$1,000.00 for approximately one-half acre. This bridge project is ready to be LET. Commissioner Wilks made a motion to allow the Engineer to send an offer letter of \$1,000.00 for one half acre of property around the L. Vaughn Road bridge.

Commissioner Brannon seconded the motion. Vote was 4-0.

There are three FEMA bridge sites and a total of 4.22 acres to acquire. Seven letters were sent out for two of the three bridges and five have been returned. So far, all landowners are not willing to donate any land and are requesting compensation.

County Attorney: Attorney Eldridge stated that the EMA Director is not present, but he will discuss the siren issues presented at the last meeting. Mr. Eldridge had called Mrs. Margaret Mixon, the original EMA Director and she stated she never had any issues with S & P Communications performing maintenance on the sirens. She sent them silent test on all the sirens every Monday and she told the two directors between her and Mr. Smith that they had to send the silent test each week. Director Smith sent Mr. Eldridge his emails and silent tests that he had forwarded to S & P Communications and Mr. Eldridge sent a letter to Mr. Spurling with S & P Communications. Mr. Spurling called and explained that he has been addressing the issues and going out to the sirens and communicating with Mr. Smith. According to Mr. Spurling and Mr. Smith the problem with four of the sirens occurred when the new radio system was installed. This has caused interference with the silent test. He can go out to the sirens and set them off and they work but it will not work on the silent test. To correct this issue, it will cost \$2,000.00 per unit. Two other sirens are down due to lightning strikes. The main boards for those sirens, were sent for repair but cannot be repaired by the company. S & P Communications has purchased two main boards which have been received and are ready to be installed. Commissioner Spivey asked how the radio tower was interfering and stated that S & P Communications installed the tower for the new radio system. The Sheriff stated that it was not the tower, it is the frequency causing the issues. The sirens are still on analog and the new radio system is digital. Everything at dispatch (E-911) is on digital but interference occurs when they attempt to set them off. Attorney Eldridge also added that Mr. Spurling stated, some of the sirens are older, and the parts are obsolete and when

they start going out, he will not be able to obtain parts. A new siren will be \$28,000.00 to \$30,000.00 per unit. Commissioner Brannon made a motion to table the discussion of updating the sirens until it can be determined if there are funds available to update them, until the next meeting. Commissioner Fulford seconded the motion. Vote was 4-0.

Attorney Eldridge presented his contract to the Commission. It is a three-year contract on the same terms and rate of pay that it has been for years. It has an automatic renewal clause. It will be in effect through September 30, 2027, if not automatically renewed. Commissioner Brannon made a motion to accept the three-year contract for Attorney Eldridge. Commissioner Wilks seconded the motion. Vote was 4-0.

Commission Chairman: Chairman Seay stated that work will begin on the new safety coating on the remaining steps at the Courthouse next week. The maintenance department has been busy ensuring all voting precincts are clean and grass is cut and ready for the election November 5th. Polling school will be this Wednesday.

Mr. Mike Rutland with JMR+H had a conflict and was unable to attend the meeting today. He should be at the next meeting to present a preliminary design for the multi-purpose area. The survey and topo are complete and the Geotech bores should be complete by next week.

There is an opportunity to expand acreage at the Industrial Park. Chairman Seay has spoken with Matt Parker and Senator Chesteen and there is \$30,000,000.00 of SEED grant money available and based on population in our County we would be eligible for a 67% / 33% grant, meaning the grant would cover 67% of the cost and the County would fund 33%. The County would not have to expend funds upfront to purchase property. Some preliminary work will be required, to include a site survey, topo work and borings, and a flood map, as well as an option to purchase said property. This would be an opportunity to expand the footprint of the Industrial Park for future growth, at minimal cost to the County. The minimum purchase requirement for the grant would be seventy-five acres. There are funds in the Economic Development Fund to cover the upfront costs. Commissioner Brannon made a motion to move forward with the required work necessary with the grant prerequisites required for the grant application and allow Chairman Seay to sign all paperwork to include option to purchase and professional service agreements. Commissioner Fulford seconded the motion. Vote was 4-0.

Revenue Commissioner: Ms. Ellison stated her department is steadily collecting property taxes. The debit and credit options are now open for taxpayers to use. Collections are running about normal.

EMA Director: Mr. Smith was not present.

Solid Waste Director: Mrs. Smith was not present.

E-911: Mr. Williams was not present.

Auburn Extension: Ms. Marks was not present.

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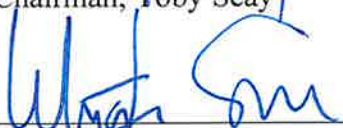
Commissioner's: Commissioners thanked Commissioner Fulford for his service and complemented him for his insight and contributions to Geneva County.

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

The above constitutes the minutes of the meeting of the Geneva County Commission held on Monday, October 28, 2024.



Chairman, Toby Seay



Commissioner Weston Spivey



Commissioner Bart Wilks



Cindy Williams
County Administrator



Commissioner Todd Brannon

Commissioner Jeff Hatcher

2025 HOLIDAY SCHEDULE

Wednesday, January 1, 2025	New Year's Day
Monday, January 20, 2025	Martin Luther King Jr Day
Monday, February 17, 2025	Presidents Day
Monday, April 28, 2025	Confederate Memorial Day
Monday, May 26, 2025	Memorial Day
Monday, June 2, 2025	Jefferson Davis' Birthday
Thursday, June 19, 2024	Juneteenth
Monday, September 1, 2025	Labor Day
Monday, October 13, 2025	Columbus Day
Tuesday, November 11, 2025	Veteran's Day
Thursday, November 27, 2025	Thanksgiving
Wednesday, December 24, 2025	Christmas Eve
Thursday, December 25, 2025	Christmas Day

July 4th falls on Friday. Courthouse will remain open as usual, and departments will work half-staff Thursday and Monday.

2nd day at Thanksgiving – Courthouse will be open the Wednesday before Thanksgiving. All departments will work half-staff Wednesday and Monday.

*****Road & Bridge will be closed Wednesday, November 26th & Thursday, November 27th for Thanksgiving*****

EMPLOYMENT AGREEMENT GENEVA COUNTY, ALABAMA

This Agreement dated the 28 day of October, 2024 and made effective October 1, 2024 between the Geneva County Commission, hereinafter referred to as COUNTY, and Justin L. Barfield, hereinafter referred to as ENGINEER, a Registered Engineer, number 28693 under the laws of the State of Alabama.

ARTICLE ONE

TERM OF EMPLOYMENT: The COUNTY hereby employs the ENGINEER and the ENGINEER hereby accepts employment with the COUNTY for five years, beginning on the 1st day of October, 2024, and continuing until the 30th day of September, 2029. This Agreement may be terminated by the COUNTY or ENGINEER at an earlier date only as hereinafter provided.

ARTICLE TWO

DUTIES OF ENGINEER: The ENGINEER is hereby employed into the position of County Engineer for Geneva County as the same is defined in ALA. CODE § 11-6-1, et seq., ("the Statute") as may be amended from time to time. The ENGINEER shall have and be vested with all authority contained in said statutes. During the period of employment set forth herein, the ENGINEER agrees to make use of the ability, expertise and the training which he possesses in performing the responsibilities herein described and also to perform his service as ENGINEER in accordance with and in keeping with the Code of Ethics of ENGINEER'S profession. The COUNTY agrees to employ the ENGINEER in said position and to fully cooperate and assist ENGINEER in the performance of his duties as set forth in the Statute. The Commission further agrees to indemnify the Engineer from all liability should suit be filed against the Engineer for acts or omissions within the line and scope of his duties as County Engineer. County Engineer agrees to reside in Geneva County during his term(s) of employment.

The duties of the ENGINEER may be changed from time to time by the mutual consent and agreement of the COUNTY and ENGINEER. Notwithstanding any such change, the employment of the ENGINEER shall be construed as continuing under this Agreement as modified.

ARTICLE THREE

COMPENSATION: As compensation rendered under this Agreement, the ENGINEER shall be entitled to receive from the COUNTY a salary of One Hundred and Eighty-Eight Thousand and Eight-Hundred Sixty-Four Dollars and zero cents (\$188,864.00) per annum. The ENGINEER shall be entitled to 50% of any cost-of-living increases for County employees, plus any State of Alabama designated cost of living increases for State employees. The compensation during each such employment year shall be payable in equal installments payable in the same manner that the other County Employees are paid, which will be consistent with the County bookkeeping system, and prorated for any partial employment period.

ARTICLE FOUR

EMPLOYEE BENEFITS: The COUNTY shall include the ENGINEER in any and all hospital, surgical, dental, and/or any other medical benefit plan at the same cost as to other County employees, or any other benefit plan granted or given to any other county employee.

HOLIDAYS: The ENGINEER shall be entitled to a holiday with full pay on any and all holidays as granted to any and all other County Road and Bridge employees.

VACATION PAY: During the term of this Agreement, the ENGINEER shall be entitled to twenty (20) full days vacation leave each year. Vacation days not taken during the year earned shall be carried over up to a maximum of 240 hours. Any vacation not taken during a year above 240 hours shall be lost. Any vacation leave not taken by the ENGINEER up to a maximum of 240 hours shall be paid for at the termination of employment and valued at the amount of salary earned by the ENGINEER at the termination of this agreement.

PAID SICK LEAVE: The ENGINEER shall be entitled to and accrue paid sick leave as granted and given to all other county employees with comparable service time under the County Personnel Rules.

CONTINUING EDUCATION TRAINING: Inasmuch as the Alabama State Board of Licensure for Professional Engineers requires annual continuing education as condition of annual renewal of a Professional Engineer's License, it is agreed that ENGINEER is entitled to and shall attend continuing education training seminars or short courses at County expense during normal working hours in order to accumulate sufficient continuing credits to satisfy said annual continuing education requirement. It is also agreed that ENGINEER may attend, during normal working hours, regularly scheduled meetings of local chapters of Professional Engineering Societies or meetings of the Associations of County Commissions and Engineers of Alabama.

ADDITIONAL BENEFITS: In addition to the benefits as stated above, the COUNTY and the ENGINEER agree that the ENGINEER shall be furnished an automobile or pick-up truck and all expenses thereof, i.e., insurance, maintenance, fuel, oil, tags and any other expenses incidental to said vehicle, including general upkeep, which shall be paid for by the COUNTY. It is hereby expressly agreed that the ENGINEER shall operate and use said vehicle as a condition of his employment to include travel to and from ENGINEER'S residence.

ARTICLE FIVE

TERMINATION: The Agreement may be terminated by either ENGINEER or COUNTY by giving thirty (30) days written notice of said termination to the other party; provided however, that in order for COUNTY to terminate this Agreement, there must be a majority vote of the Geneva County Commission voting in favor of terminating this Agreement during a regularly scheduled meeting of the Geneva County Commission.

EFFECT OF TERMINATION ON COMPENSATION: In the event of the termination of this Agreement by the ENGINEER prior to the completion of the terms of employment as specified herein, the ENGINEER shall be entitled to the compensation earned by him up to the date of termination; provided however, that in the event this Agreement is terminated by COUNTY without

just and good cause, ENGINEER shall receive and COUNTY shall grant to ENGINEER severance pay in an amount equal to six (6) months salary based on ENGINEER'S total annual salary at the time of such termination by COUNTY. In no event shall "good and just cause" be or relate in any way to the refusal of ENGINEER to permit illegal off right of way work to be performed by any employee of ENGINEER'S department a/k/a Geneva County road and bridge department or as a result of any disciplinary action taken or initiated by ENGINEER against any employee who performs or participates in illegal off right of way work.

MORAL CLAUSE: Anything herein contained to the contrary notwithstanding; the event that the employee shall be convicted of a crime involving moral turpitude, then this Agreement shall terminate as the last day of the month on which said conviction is rendered and shall be with the same forces and effect as if such last day of the month were originally set out as the termination date hereof.

ARTICLE SIX

NOTICE. Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mail notices should be addressed to the parties at their current mailing address. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) days after mailing.

LAW GOVERNING AGREEMENT. This Agreement shall be governed by and construed in accordance with the Laws of the State of Alabama, PAYMENT OF MONIES DUE DECEASED ENGINEER. If the ENGINEER dies prior to the expiration of the term of employment, any monies that may be due him from the COUNTY under this Agreement as of the date of his death shall be paid to his executor or administrator, or, if no executor or administrator has been appointed, then to his heirs.

SEVERABILITY. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SIGNED, SEALED AND DELIVERED at the City of Geneva, Geneva County, State of Alabama on the date the same bears date with the intent to be legally bound.

COUNTY EMPLOYER: GENEVA COUNTY COMMISSION

Johnny May
Chairman

Walter Sams
Commissioner

Wanda Smith
Commissioner

Bart Wilks
Commissioner

Todd Brannon
Commissioner

SEAL

Sworn to and subscribed before me this 28th day of October, 2024.

Cynthia Smith Williams
Notary Public
My Commission Expires Aug 8, 2028

ENGINEER:

Justin L. Barfield
Justin L. Barfield

Sworn to and subscribed before me this 28th day of October, 2024

Cynthia Smith Williams
Notary Public
My Commission Expires Aug 8, 2028

CONTRACT FOR PROFESSIONAL SERVICES

Client, Geneva County Commission, hereby retains W. Phil Eldridge, Attorney, of the Law Office of W. Phil Eldridge, to represent Client as legal counsel for the Geneva County Commission, subject to the following conditions:

1. Client retains and employs Attorney as legal counsel for the Geneva County Commission for a period of three (3) years beginning on October 1, 2024, and ending September 30, 2027, unless this Contract is automatically renewed as set forth herein below.

2. Client shall pay said Attorney a monthly retainer of \$1,000.00 beginning on the 1st day of November 2024, which is for the month of October 2024, and ending on October 1, 2027, unless this Contract is automatically renewed as set forth herein below.

3. The retainer fee only covers Commission meetings, plus one time routine telephone advice and one time correspondence. All additional work requested by the Client for the Geneva County Commission and Geneva County, Alabama, including, but not limited to research, title and property work, review and preparation of contracts, leases, deeds, vacation of right-of-way documents, bond issues, condemnation proceeding, personnel issues and hearings, lawsuits, and any other court proceedings, etc., shall be billed on an hourly basis and Client agrees to pay Attorney for such services at the hourly rate of \$175.00 for all time spent working on Client's behalf.

4. Client agrees to reimburse Attorney for all costs incurred by Attorney in handling these matters including copy costs at \$1.00 per page, telephone charges, postage (including overnight

delivery), court reporter fees, service of process charges, and all other out-of-pocket expenses incurred while traveling on behalf of Client. Mileage for the use of Attorney's personal vehicle will be charged at state rate per mile.

5. This Contract shall automatically renew for an additional three (3) year term, unless at least sixty (60) days before the expiration of Contract or any renewal thereof, either party shall notify the other party, in writing, that it intends to not renew the Contract.

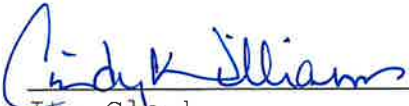
6. Should suit be necessary to enforce the terms of this agreement, Client waives venue and agrees to all proceedings being brought in Geneva County, Alabama. In any such litigation, the prevailing party shall be entitled to recover Attorney's fees and the costs of bringing suit from the losing party.

7. This contract for services states the total agreement between Attorney and Client as to the scope of the representation and the fee arrangements that have been made by them.

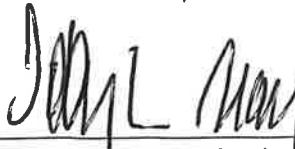
8. Execution of this contract indicates a commitment by Attorney and Client to be bound by its terms.

Dated this 28th day of October, 2024.

Attest By:


Cindy Williams
Its Clerk

GENEVA COUNTY, ALABAMA



TOBY L. SEAY, Chairman
Geneva County Commission

Dated this 28th day of October, 2024.

W. Phil Eldridge

W. PHIL ELDRIDGE
Attorney at Law
206 West Commerce Street
P.O. Box 338
Hartford, AL 36344
(334) 588-3882