

The DeKalb County Commission met in regular session on Tuesday, October 11, 2011 at 10:00 a.m. in the DeKalb County Activities Building (Courthouse Annex). Those present were Ricky Harcrow, President, Jerome Tinker, Chris Kuykendall and Dewitt Jackson. Those absent were none.

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The meeting was called to order by President Harcrow with Charles Bass delivering the invocation and Commissioner Kuykendall leading the pledge.

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It was moved by Mr. Nix, seconded by Mr. Kuykendall, all members voting affirmatively, motion carrying to dispense with the reading of the minutes and to accept them as presented in written format.

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Road Superintendent Tom Broyles gave the following maintenance update:

- a) Chert: Chert is being hauled up to District I on some roads in that area. Crews are moving down to District II upgrading roads.
- b) Patching: Crews are still patching every day. A three-man crew is going around the County using the patch truck. The old pavement roller is being used to put down large patches to help with the compaction and that's working well.
- c) Mowing: Crews are on the last round of mowing.
- d) Herbicide: Quit spraying herbicide due to the weather. Too late in the year to finish second application in the north end of the County. The frost should hit in the next 3-4 weeks to take care of any leftover weeds on the ROW.
- e) CR 30: A crew is working on CR 30 in an emergency situation down there. A wingwall fell off a culvert and crews are trying to get it formed back up. It caused the road to cave off at the edge of the pipe. There's no reinforcement in the wall. A car ran off the road last year and caused a crack in the concrete wingwall. It finally fell off on top of a high-pressure 3" natural gas line. The repairs should be finished by the end of the week.

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- f) Personnel: Two positions were posted at the last meeting. Mr. Broyles requested that Albert Dunn and Christopher Williams be hired to fill these two positions vacated by the resignations of Phillip Odell and Shane Gilbreath.

It was moved by Mr. Nix, seconded by Mr. Tinker, all members voting affirmatively, motion carrying to authorize the hire of Albert Dunn and Christopher Williams at the Road Department at Grade 5/1.

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County Engineer Ben Luther addressed the Commission regarding the CR 400 resurfacing grant agreement with ALDOT.

It was moved by Mr. Nix, seconded by Mr. Tinker, all members voting affirmatively, motion carrying to adopt the following resolution and authorize the President and Administrator to sign the necessary documents in regards to the agreement to resurface CR 400 in District II:

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the State), and DEKALB COUNTY, ALABAMA (FEIN 63-6001514), party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the resurfacing and traffic stripe on CR400 from SR227 to SR75. Length - 5.216 miles. Proj #ST-025-888-015, DCP 25-400-11. CPMS Ref #100057699.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County will furnish all Right-of-Way for project without cost to the State.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State. Completed original plans shall be furnished to the Department of Transportation in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects* dated February 14, 2001, and attached hereto as a part of this Agreement prior to the County letting the contract.
- D. If required, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The County will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Division) a copy of the permit prior to any work being performed by the County.
- E. The County will furnish all construction engineering for the project from County forces as a part of the cost of the project.
- F. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. The Alabama Department of Transportation will have general supervision of the project by making periodic inspections and final acceptance of project work and the cost therefore will be deemed a part of the project cost.
- H. The County will immediately cause all work on the project to cease upon notification by the State that the project work is not being accomplished in accordance with the plans and/or this Agreement.
- I. The State will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Any deficiency in State funds, or overrun in construction costs will be borne by the County from County funds. In the event of an underrun in construction costs, the State funds will not exceed the actual cost.
- J. The estimated cost of this project shall be provided for from funds outlined below:

State Public Road and Bridge Funds	\$ 375,000.00
County Funds	_____ 0.00
Total Cost (Incl. E & I)	\$ 375,000.00

K. The County will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and the Guidelines for Operation for *Procedures for Processing State and Industrial Access Funded County and City Projects*, dated February 14, 2001.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. The Alabama Department of Transportation Standard Specifications for Highways, Bridges, and Materials, Latest Edition, shall be complied with on this project and the alignment and grades on this project shall meet the standards of the Alabama Department of Transportation.

N. Invoices of the County for cost of work performed will be forwarded to the State as work progresses, but not more often than monthly, and the County will be paid for the work performed up to the amount of State funds shown in this Agreement. All invoices for work performed under the terms of this Agreement will be submitted within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

O. To the fullest extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by alleged or proven negligent acts or omissions of the COUNTY, anyone directly or indirectly employed by the COUNTY or anyone for whose acts the COUNTY may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term "hold harmless" includes the obligation of the COUNTY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

P. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

Q. Exhibit N is attached hereto as a part hereof.

R. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

S. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

RESOLUTION NUMBER 11-1011-01

BE IT RESOLVED, by the County Commission of DeKalb County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

Resurfacing and traffic stripe on CR400 from SR227 to SR75. Length - 5.216 miles.  
Proj #ST-025-888-015, DCP 25-400-11, CPMS Ref #100057699;

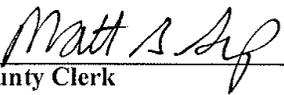
which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 11th day of October,

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ATTESTED:

  
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County Clerk

  
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Chairman, County Commission

EMA Director Anthony Clifton addressed the Commission regarding Saferoom Grants. The first involves the six (6) saferooms that have been awarded for the Towns of Henagar, Sylvania, Powell, Fyffe, Geraldine and Shiloh. These grants were awarded in April; however, due to the April 27 tornado disaster recovery and problems with the original bid, they have not been completed. Mr. Clifton recommended that in order to expedite the process, he would like the County to authorize Lee Helms and Associates to take over the project management of these Saferoom projects. They will do the technical and professional oversight and management of the grant process. Mr. Clifton said he had talked to 4 of the 6 towns and all are in favor of moving in this direction like most of the other Counties in the State. The cost to hire the consultant would not involve County funds. The grant pays for most of the costs, with the remaining costs being picked up by each municipality.

It was moved by Mr. Nix, seconded by Mr. Jackson, all members voting affirmatively, motion carrying to authorize using Lee Helms and Associates for the municipal storm shelter grant program.

Mr. Clifton also updated the Commission on the Plainview Storm Shelter. Originally, the School System was going to place a storm shelter at Plainview using public assistance (PA) funds through FEMA. The funding for PA funds require the shelters to be temporary as long as the temporary mobile classrooms were in place causing the shelter to be either paid in full by the School System or removing and destroying the shelters after the temporary units were removed. Neither scenario made in practical sense. The way to fix the problem is to change the funding process from PA funds to Mitigation money. This required a new grant to be written and approved in record time. Mr. Clifton hand-delivered the application Friday and according to the State it should be turned around within two weeks. By going through Mitigation, it becomes a permanent fixture. It becomes part of our long-term mitigation plan. The total project cost is approximately \$700,000 which will pass through the County Commission. No money will be obligated by the County, because the match will be committed by the School System. There will be some administrative requirements by the County and since the EMA is such a small department, he asked for some part-time employees to be hired and to be used when emergencies arise from time to time. He said he thought he could keep the costs to the County to below \$5,000/year.

It was moved by Mr. Kuykendall, seconded by Mr. Nix, all members voting affirmatively, motion carrying to authorize the hire of part-time/temporary deputy EMA employees to administer the grant for Plainview Safe Room as well as to be used for emergencies. Employees are as follows: Michael Posey, Chuck Blair, Kyle Pike, Bobby Ridgeway, Jackson Harcrow and Brad Roberts (G8/1). These employees will be listed as part-time (as needed) employees subject to worker's comp and vehicle insurance.

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Mr. Jackson addressed the Commission concerning the voting place for the Highpoint Community. In the last meeting, the Commission voted to move Precinct 4, Box 9 (Highpoint) back to the Wilborn's Community Center from its temporary location at the Blake Community Center voting location. However, the widow of the previous owner decided not to allow it to again be used as a voting place. Mr. Jackson met with Larry Haynes, pastor of the Highpoint Church of God and the church membership has agreed to allow the Highpoint Church of God to be used as the polling place for Precinct 4, Box 9.

It was moved by Mr. Jackson, seconded by Mr. Kuykendall, all members voting affirmatively, motion carrying to adopt the following resolution to move the Highpoint voting location to the High Point Church of God:

**RESOLUTION NO. 11-1011-02  
AMEND/REPEAL RESOLUTION NO. 11-0927-04  
AMEND RESOLUTION NO. 10-0928-02  
HIGHPOINT VOTING LOCATION  
PRECINCT 4, BOX 9**

**WHEREAS**, the DeKalb County Commission is the elected representation of the citizens of DeKalb County; and

**WHEREAS**, Resolution No. 10-0928-02 authorized temporarily moving the polling place for Precinct 4, Box 9 (Highpoint) from the Wilborn's Community Center (WCC) to the Blake Community Center due to the owner of the WCC making it unavailable; and

**WHEREAS**, Resolution No. 11-0927-04 passed on September 27, 2011 to move the voting location back to the WCC; and

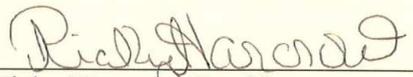
**WHEREAS**, since the Commission meeting on September 27, 2011, it has been discovered that a substantial disagreement exists between the owners of the WCC concerning their desire to again use the WCC as a polling place; and

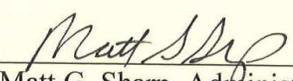
**WHEREAS**, District 4 Commissioner, Dewitt Jackson through due diligence located another site in Precinct 4, Box 9 (Highpoint Church of God) whose membership has voted in favor of maintaining said site as a polling place for future elections; and

**WHEREAS**, the DeKalb County Commission is authorized by Code Section 17-6-3 and 17-6-4 to select polling places for each precinct;

**NOW THEREFORE BE IT IS RESOLVED** that the DeKalb County Commission does hereby authorize the polling place for Precinct 4, Box 9 to be moved from its temporary location at the Blake Community Center to the Highpoint Church of God, subject to pre-clearance by the U.S. Justice Department.

**DONE THIS** 11<sup>th</sup> day of October 2011.

  
Ricky Harcrow, President

ATTEST  
  
Matt G. Sharp, Administrator

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Mr. Harcrow said there were two appointments for the DHR Board. The Board has asked that Dr. Joe Burke and Chris Andrews be reappointed to the DHR Board.

It was moved by Mr. Nix, seconded by Mr. Kuykendall, all members voting affirmatively, motion carrying to authorize the above appointments to the DHR Board.

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Mr. Harcrow also noted that Judy McCallie's term has expired on the Library Board and the Board has asked for her reappointment.

It was moved by Mr. Tinker, seconded by Mr. Jackson, all members voting affirmatively, motion carrying to re-appoint Ms. Judy McCallie to the Library Board.

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It was moved by Mr. Jackson, without objection, so ordered to adjourn.