



Dale County Commission

Commission Meeting Minutes – May 10, 2022

The Dale County Commission convened in a regular session Tuesday, May 10, 2022. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Grantham opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

APPROVED – AGENDA

Commissioner Gary made a motion to approve the agenda with the following changes:

- Remove: Sheriff Office Copier Lease

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 92908 – 93030.
- Payroll Check Numbers: 154814 - 154817.
- Direct Deposit Check Numbers: 420940 - 421080.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – APRIL 26, 2022 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on April 26, 2022.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED - PERSONNEL

Commissioner Wilson made a motion to approve the following:

- Schylur Edwards – New Hire – Sheriff Office - Deputy Sheriff .
- Brian Yoder – Deputy – Sheriff Office – correction.
- Jason Owen – Deputy – Sheriff Office – correction.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – TRAVEL REQUEST

Commissioner Gary made a motion to approve the following travel requests:

- Road & Bridge – Wendi Ward – CIMS User Conference – June 15th – June 18th – Orange Beach, AL - \$1,201.31

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – REQUEST TO BID - ROAD & BRIDGE

Commissioner Grantham made a motion to approve the request to write specifications and solicit sealed bids for Skid Steer Loader, using ARPA funds, to be opened May 24, 2022.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – SOLID WASTE COLLECTION SERVICES CONTRACT

Commissioner Gary made a motion to approve the contract with Wiregrass Rehabilitation Center to collect trash and rubbish along roadways in the County. Term of contract: May 1, 2022 to April 30, 2023. See Exhibit 1.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – ARPA FUNDS EXPENDITURE - EMERGENCY RESPONSE SERVICES

Commissioner Wilson made a motion to approve a Resolution for the expenditure of ARPA funds for providing emergency services in the unincorporated areas of the County. See Exhibit 2.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

TABLED - ARPA FUNDS DISTRIBUTION – IAC REVIEW

Commissioner Carroll made a motion to table the review by IAC of ARPA funds expenditure to provide sewer service to the Alabama National Guard Armory.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, May 26, 2022 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Grantham made a motion to adjourn the meeting. Commissioner Gary seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



Steve McKinnon, Chairman

STATE OF ALABAMA

DALE COUNTY

SOLID WASTE COLLECTION SERVICES CONTRACT

Whereas, Dale County, Alabama has experienced excessive amounts of trash and rubbish along its roadways and,

Whereas, trash and rubbish along Dale County's roadways is unsightly and a health and roadway hazard and it would be in the best interests of the public that such trash and rubbish be removed and

Whereas, Dale County declares that the collection of said trash and rubbish is in compliance with its operation of a Solid Waste Collection program under the Solid Waste laws of the State and

Whereas, Dale County desires to enter into a contract with a private entity for the collection of trash and rubbish alongside the roadways of the county after compliance with state requirements of the competitive bid laws,

Now Therefore, Dale County does hereby enter into the following agreement with
__Wiregrass Rehabilitation Center (Contractor), as follows:

1. Dale County contracts with Contractor to collect trash and rubbish along its roadways in the County. Contractor shall be deemed to be an independent contractor and not an agent or representative of Dale County in any respect.

Contractor shall not present itself as a representative or agent of the County in the

- purchase or any equipment or supplies or the employment of personnel. Contractor shall pay all salaries, withholding and benefits to which its employees are entitled and the County shall in no way be liable therefor.
2. The term of the contract shall be for a period of 12 months beginning May 1st 2022 and ending on the last day of April 2023. The contract may be extended for additional one year period(s) by agreement of the parties.
 3. In return for the services provided by Contractor, Dale County shall pay Contractor for work performed in the following manner: See Attached Bid Specifications and Bid. Bid must be provided on attached BID FORM.
 4. Dale County shall furnish a suitable truck and trailer to be used in the collection project and shall maintain liability insurance thereon comparable to other county vehicles.
 5. Contractor shall furnish all materials and labor and maintain insurance on its employees, to include, but not limited to, workers compensation insurance, Contractor's insurance amounts shall be subject to approval by the County but shall be comparable to the County's general liability insurance limits.
 6. Contractor shall provide a qualified truck driver and 2 employees who are sufficiently qualified and trained to adequately do the job. The truck driver shall be qualified, approved and added as an approved driver on the County's insurance. None of Contractor's employees shall be deemed to be an employee of the County nor entitled to any benefits or entitlements as other County employees. In the event that Contractor seeks to assign more employees to the job than the 3 employees mentioned above, such assignment shall only be with County advance approval.

7. Contractor shall be solely liable for its employees and all injuries to damages which they may sustain and also for any liability which contractor shall incur as a result of its operations and shall hold Dale County and its officers and agents harmless therefrom. Contractor shall ensure that all its employees abide by all safety regulations and local and state laws including, but not limited to, the use of brightly colored vests, flashing lights, cones and other safety devices.
8. Dale County shall be liable for its own actions and equipment in the project and shall hold Contractor and its officers and agents harmless therefrom.
9. Contractor shall bag all materials collected and deliver same to the Solid Waste Disposal Area as designated by the County. The County will pay all costs of disposal and Contractor shall not be responsible therefor.
10. Contractor shall collect all tires and "white goods" left on the roadside and deposit same at the Dale County Shop.
11. Contractor shall pick up the truck and trailer from the Dale County Shop and return same at the end of the work day to the same location. Contractor shall be responsible and liable for any damage to the truck and trailer during the work day while same shall be in Contractor's possession.
12. Contractor's collection of trash and rubbish on County roadsides shall be performed for the entire year, as specified herein (item 2). The contact person between the Dale County Commission and Contractor shall be the Commission Chairman or such other person as the Commission appoints.

- 13. Contractor shall provide the County with documentation verifying the personnel, time worked and location of work within 10 days after the work is performed. Payment for services provided by Contractor shall be made at the end of the month when the work is performed and invoices shall be paid by the County within 15 days after receipt.
- 14. This contract is subject to termination by either party with a 30 day notice with or without cause. In the event of a termination of the contract, all documented services provided by Contractor prior to the termination shall be paid by County.
- 15. Disputes which arise between Contractor and the County shall be submitted to mediation in Dale County. Any litigation that may arise thereafter shall be brought in Dale County, Alabama and Contractor specifically submits to venue therein.
- 16. Contractor agrees to comply with all laws and directives of the City, County and State.
- 17. This contract can only be modified by agreement of the parties in writing.

Dated this the May 10, 2022

Contractor

Steve McKinnis

Dale County

Attest:

Charles Bentley

Clerk

Contractor: Wiregrass Rehabilitation Center, Inc

BID FORM

SOLID WASTE COLLECTION SERVICES CONTRACT
DALE COUNTY, ALABAMA

Date:
Time:
Place:

To: DALE COUNTY COMMISSION (hereinafter called "Owner")
Dale County Government Building
202 South Highway 123
Ozark, Alabama 36360

Bid to Perform Services as described: \$ 23.00 per man hour

Or

\$ 184.00 per 8 hour day

Respectfully Submitted,

Wiregrass Rehabilitation Center, Inc.
Bidder

By _____
(signed)

Paul W. Lee
(printed or typed)

Title Executive Director

Business Address:

795 Ross Clark Circle, Ste 1
Dothan, AL 36303

Telephone No. 334-792-0022 ext 285

RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES

WHEREAS, Dale County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, under the Final Rule published by the United States Department of Treasury dated January 6, 2022, the County has the option to designate a standard allowance of up to \$10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award of \$9,551,085, as revenue replacement ("Revenue Replacement funds"); and

WHEREAS, the Final Rule provides that the designation of this standard allowance is a one-time, irrevocable election that must be made for the period of performance of the ARPA funds award; and

WHEREAS, the County has duly made this election; and

WHEREAS, the County may expend Revenue Replacement funds for government services; and

WHEREAS, the Dale County Commission (the "Commission") has determined that there is a need to provide the following government services to its citizens: emergency response transport services in unincorporated areas of the County; and

WHEREAS, the Commission has further determined that, pursuant to Article III, Section 43.02 of the Constitution of Alabama of 1901, it is within the authority of the County to provide these services; and

WHEREAS, the Commission has determined that providing support to the County's volunteer rescue squads and other emergency response providers serving unincorporated areas of the County is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- 1) The County shall conditionally allocate up to \$1,600,025.00, see exhibit A, of its ARPA Revenue Replace funds to facilitate the provision of the government services described herein.
- 2) The final allocation and distribution of these funds is contingent on the Commission's approval and execution of subaward agreements with volunteer rescue squads and other emergency response entities providing emergency response transport services in unincorporated areas of the County. Each subaward agreement will set forth the services to be provided by these entities and the terms and conditions of receiving a subaward of the County's ARPA Revenue Replacement funds. Such terms and conditions shall include the designation of service coverage areas for each qualifying provider and a designated rate of financial support per square mile of each provider's assigned coverage area.
- 3) The County Administrator is hereby authorized to enter into discussions with providers to facilitate the execution of these subaward agreements.

4) Expenditure of these funds, as authorized by this Resolution, is further contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 10th day of May, 2022.



Steve McKinnon
Chairman, Dale County Commission

Exhibit A

Agency	County Sq. Miles	Rate Per Mile Per Qtr.	Quarterly Amount	Total Contract Value
Ariton	45	\$ 717.50	\$ 32,287.50	\$ 322,875.00
Echo	165	\$ 717.50	\$ 118,387.50	\$ 1,183,875.00
Ozark	5	\$ 717.50	\$ 3,587.50	\$ 35,875.00
Southdale	8	\$ 717.50	\$ 5,740.00	\$ 57,400.00
	223			\$ 1,600,025.00

