



# ***Dale County Commission***

## **Commission Meeting Minutes – June 14, 2022**

The Dale County Commission convened in a regular session Tuesday, June 14, 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:

- Add: Capital Expenditure, Fund 116, \$9,990.00.

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

### **APPROVED – MEMORANDUM OF WARRANTS**

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

- Accounts Payable Check Numbers 93116 – 93387.
- Payroll Check Numbers: 154821 - 154821.
- Direct Deposit Check Numbers: 421220 - 421361.

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

**APPROVED – MAY 24, 2022 MINUTES**

Commissioner Carroll made a motion to approve the Minutes of the Commission Meeting on May 24, 2022.

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

**APPROVED - PERSONNEL**

Commissioner Wilson made a motion to approve the following:

- Maintenance - New Hire - Sabrina Felice Frazier - Custodian
- Maintenance - New Hire - Rosetta Maria McCray – Custodian
- Maintenance – New Hire – Annevist Caldwell – Maintenance Tech

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

**APPROVED - EMPLOYEE TRAVEL**

Commissioner Grantham made a motion to approve the following:

- Dale County Jail – Steven Baxley, Brandon Elmore, Hunter Peters, Harvey McLeod  
Oct. 2<sup>nd</sup> – 5<sup>th</sup>, 2022 – AL Jail Assoc. Training – Mobile, AL - \$2050.32.
- Dale County Jail – Jeffery Prater and Jonathan Webb – July 13<sup>th</sup> – 14<sup>th</sup>, 2022 –  
Jail training - Prattville, AL - \$482.02

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

**APPROVED – JAIL AD VALOREM EXPENDITURE, FUND 151**

Commissioner Grantham made a motion to approve an expenditure from the Jail Ad Valorem Fund 151 for immediate need of plumbing work in the Jail. See Exhibit 1.

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

**APPROVED – CYBERSECURITY UPGRADE**

Commissioner Wilson made a motion an expenditure from Fund 112 for Cybersecurity upgrades. See Exhibit 2.

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

**APPROVED – ANIMAL CONTROL AGREEMENT**

Commissioner Carroll made a motion to approve an agreement for animal control with the City of Ozark. See Exhibit 3.

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

**APPROVED – PERSONNEL - INSURANCE BENEFITS**

Commissioner Gary made a motion to approve Family Heritage agent to offer insurance benefits to County employees.

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

**APPROVED – AGREEMENT – DEPARTMENT OF EXAMINERS**

Commissioner Gary made a motion to approve an agreement with the Department of Examiners for audit of received Federal assistance. Exhibit 4.

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

**APPROVED – 2021 ERRORS, INSOLVENT & LITIGATIONS – REVENUE**

Commissioner Carroll made a motion to approve the 2021 Insolvents, Errors, and Taxes in Litigation for 2021. See Exhibit 5.

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

**APPROVED – BID REQUEST – JAIL PAINTING**

Commissioner Wilson made a motion to approve the request to bid the painting of the County Jail.

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

**APPROVED – BID FOR SKID STEER LOADER - ROAD & BRIDGE**

Commissioner Wilson made a motion to accept the bid from Thompson Tractor Company. See Exhibit 6.

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

**APPROVED – CAPITAL EXPENDITURE – FUND 116**

Commissioner Carroll made a motion to approve an expenditure from Capital Fund 116 for air conditioning for the Courthouse. See Exhibit 7.

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

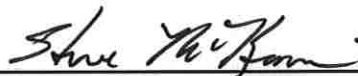
**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, June 28, 2022 at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner Wilson 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.



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Steve McKinnon, Chairman

**Sanders Electrical & Plumbing, Inc.**

604 South Union Avenue  
 Ozark, AL 36360

Voice: ) 774-5792  
 Fax:

**PROPOSAL**

Proposal Number: 388  
 Proposal Date: May 27, 2022  
 Complete By: May 27, 2022  
 Page: 1

**To:**  
 Dale County Commission Office  
 202 S. Hwy 123, Ste.C  
 Ozark, AL 36360

**Ship To:**  
 FOR: DALE COUNTY JAIL

Customer ID	PO Number	Sales Rep Name
DALECOUNTYJAIL		
Customer Contact	Shipping Method	Payment Terms
		Net 10th of Next Month

Quantity	Item	Description	Unit Price	Amount
1.00		SANDERS ELECTRICAL & PLUMBING AGREES TO FURNISH ALL LABOR AND MATERIAL FOR THE SAID JOB: TO REPLACE ALL HIGH LIGHTED DRAINS ON DIAGRAM WITH 6" SCH. 40 TRUNK LINE, 6 x 6 x 3 COMBOS, 3" STAINLESS STEEL P-TRAPS AND WITH ZURN VANDAL PROOF FLOOR SINK AND DRAINS AND CLEAN OUTS. CONCRETE WILL BE CUT, REMOVED AND RE-POURED BY SANDERS. TILE WORK WILL BE A SEPARATE BID FROM SUBCONTRACTOR. ALL EQUIPMENT WILL BE REMOVED AND REINSTALLED BY SANDERS. (WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO EQUIPMENT) THE SAID JOB WILL TAKE 3 - 4 DAYS. ALL FOR THE SUM OF:	35,900.00	35,900.00
Subtotal				35,900.00
Sales Tax				
Freight				0.00
<b>TOTAL PROPOSAL AMOUNT</b>				<b>35,900.00</b>

## **Cybersecurity Update and Management**

In order to come into compliance with the Alabama Department of Examiners of Public Accounts (see attached information) and Alabama Data Breach (Act 2018-396), Dale County needs to take measures by implementing and maintaining security measures to aid in protecting all sensitive information in the County's possession. The costs associated with the updates to come into compliance are as follows:

### **One time cost - \$50,287.47**

- PC replacement: \$13,762.00
- UPS (battery backups) set up and transfer of data: \$4,886.00
- Server replacement: \$31,639.47

### **Monthly cost - \$2,860.00**

- Management services, Microsoft 365 business

### **3 year subscription cost - \$3,386.00**

- Antivirus, app filtering and advanced threat protection

**AGREEMENT FOR ANIMAL CONTROL SERVICES**

This Agreement made and entered into on this the 14<sup>th</sup> day of June, 2022, by and between the **City of Ozark, Alabama**, (hereinafter referred to as "City"), and **Dale County, Alabama**, (hereinafter referred to as "County").

WHEREAS, City and County recognize their responsibilities under Ala. Code. § 3-7A-7, with regard to animal control, and

That, for and in consideration of the Agreement hereinafter set forth, the City agrees to provide animal control and management services for the County. The Agreement is as follows:

1. The City agrees to provide animal protection and control services and animal shelter facilities for the County. The City will accept and provide a suitable pound and animal control officer for the impoundment of dogs, cats and ferrets found running at large in all unincorporated areas of Dale County and any Dale County municipality not otherwise required by law to maintain its own animal shelter. The City shall not exclude animals from the pound on the basis of where the animal was found within Dale County.

2. As consideration for the services to be provided by the City, the County agrees to pay to the City the **sum of \$50,000.00 per year**. Said compensation shall be paid in monthly installments.

3. The City agrees to keep current liability insurance for the facility and agrees to provide liability insurance in an amount not less than \$100,000.00 per person, and \$300,000.00 per occurrence.

4. The City agrees to maintain records of all dogs, cats, and ferrets impounded. The City shall allow representatives of the County and/or its auditors to review any and all records pertinent to this Agreement.

5. It is agreed between the City and the County that this agreement will be effective October 1, 2023, and will be in force and effect until September 30, 2026, but may be terminated earlier by either **party upon 180 days written notice** to the other party.

6. This Agreement states the entire Agreement between the parties. Any other agreements not incorporated herein are void and of no force and effect.

DATED this the 14<sup>th</sup> day of June, 2022.

THE CITY OF OZARK, ALABAMA

By: \_\_\_\_\_  
Mark Blankenship  
Mayor, City of Ozark

DALE COUNTY, ALABAMA

By: Steve McKinnon  
Steve McKinnon  
Chairman, Dale County Commission



**CONTRACT TO AUDIT FEDERAL AWARDS  
OF  
DALE COUNTY COMMISSION**

This contract is entered into on the 2<sup>nd</sup> day of June 2022, by and between the Department of Examiners of Public Accounts (EPA) and Dale County Commission, hereinafter referred to as the (DCC). The contracting parties hereby agree to the following:

**I. Purpose and Scope**

EPA shall conduct an audit of DCC, for the period beginning October 1, 2019 and ending September 30, 2020. EPA's audit will encompass a financial audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of federal awards in accordance with the provisions of the Single Audit Act and/or U.S. Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as amended.

EPA will furnish copies of audit reports to DCC. Upon request, EPA will also furnish copies of the audit report to federal grantor agencies.

EPA shall make all working papers and reports available upon request for review by any federal grantor agency consistent with State and Federal law. EPA shall also retain all working papers and reports for a minimum period of five years from the date the audit report becomes final, unless EPA is notified in writing to extend the retention period.

**II. Funding of Audit**

DCC agrees to reimburse EPA for its necessary and reasonable cost related to conducting the audit of federal awards, including personnel costs and travel expenses incurred at the rate authorized by Alabama law. The maximum cost of the audit shall not exceed sixteen thousand one hundred sixty-eight dollars (\$16,168.00). However, in the event that EPA finds DCC has either failed to keep its records or expend its funds in accordance with federal guidelines or in the event there are changes in the preliminary Schedule of Expenditures of Federal Awards ("SEFA"), the maximum cost of the audit may be increased accordingly. If the cost of the audit will exceed the above-stated maximum, EPA will provide an estimate of the increased amount. DCC shall pay 80% percent of the audit costs upon full execution of the contract and 20% percent upon completion of field work as evidenced by invoices of the EPA.

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### **III. General Provisions**

The parties to this Contract agree with, and shall adhere to, the following:

#### **A. Access to Records and Work Area**

The Chief Examiner of EPA, the Comptroller General of the United States (if Federal funds), or any other duly authorized representatives of EPA shall have the right of access to any financial and operating data, pertinent books, documents, papers, and records of DCC for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to DCC's personnel for the purpose of interview and discussion related to the audit set forth in this Contract. This right of access is not limited to the required retention period, but shall last as long as the records are retained. The DCC also agrees to provide a working area for EPA personnel, which facilitates efficient fieldwork.

#### **B. Compliance with Federal, State, and Local Laws**

In addition to the provisions provided herein, the parties shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, et seq., Ala. Code 1975).

By signing this Contract, the parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, any party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

In compliance with Act 2016-312, the parties hereby certify that they are not currently engaged in, and will not engage in, boycott of a person or an entity based in or doing business with a jurisdiction with which the state (Alabama) can enjoy open trade.

#### **C. Immunity and Dispute Resolution**

The parties to this Contract recognize and acknowledge that EPA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14 of the Alabama Constitution of 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by EPA of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

#### **D. Indemnity**

To the furthest extent permitted by law, DCC shall defend, indemnify, and hold harmless the EPA from any and all losses, consequential damages, expenses including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the DCC's failure to fulfill its obligations under this Contract.

#### **E. Amendments**

This Contract may be modified, altered, or amended from time to time throughout the duration of this Contract only by a written agreement duly executed by the parties hereto or their duly authorized representative.

#### **F. Entirety**

This Contract contains the entire written Contract between the parties as to the matters contained herein. Any oral representations or oral modifications concerning this Contract shall be of no force or effect.

#### **G. Termination**

This contract may be cancelled by either party upon 30 days written notice provided that any costs shall be paid.

#### **H. Term of Contract**

This contract will begin on April 21, 2022 and end on April 21, 2023. EPA agrees to notify DCC in the event of any unforeseen delays affecting this schedule.

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IN WITNESS THEROF, the parties have executed this Contract as of the date first written above.

STATE OF ALABAMA  
Department of Examiners  
of Public Accounts

Dale County Commission



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Rachel Laurie Riddle  
Chief Examiner



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Steve Mckinnon  
Chairman

INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 20 21 AND UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)

THE STATE OF ALABAMA

DALE County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 14TH day of JUNE, 20 22, ELEANOR OUTLAW, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 20 21, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Table with 2 columns: Description and Amount. Rows include Insolvents: State Taxes (General, Soldier, School) and Errors in Assessments: State Taxes (General, Soldier, School).

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 20 20, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

Table with 2 columns: Description and Amount. Rows include State Taxes (General, Soldier, School).

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

Table with 4 columns: Year, General, Soldier, School. Rows for years 2020, 2019, 2018, and 2017.

Given under my hand this 14th day of JUNE, 20 22

Signature of Steve McKinnon, Presiding Officer

See Code of Ala. 1975, Sections 40-5-23, 40-5-24 and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

# Dale County Road and Bridge

202 S. Hwy 123, Suite A  
Ozark, Alabama 36360

Telephone (334) 774-5875  
Fax (334) 774-6899

**Derek S. Brewer, P.E.**  
County Engineer  
**Drew Meacham, P.E.**  
Assistant Engineer

## MEMORANDUM

Date: June 14, 2022

To: Dale County Commission

From: Derek Brewer  
County Engineer

Re: Skid Steer Loader

After a careful review of the bids, it is the recommendation of the Dale County Engineering Department to award the Skid Steer Loader to the lowest responsive and responsible bidder:

**Thompson Tractor Company**  
**118 Vulcan Way**  
**Dothan, AL 36303**

\*To be paid for out of ARPA Funds.

BID FORM

Make CATERPILLAR Model 299 D3 Compact Track Loader

TOTAL PRICE \$ 104,999.00 - F.O.B: Dale County Shop  
1725 County Road 30  
Ozark, AL 36360

Company Name: Thompson Tractor Co Inc

Company Address: 118 Vulcan Way  
Dokhan, AL 36503

Company's Phone Number: 334-671-1040

Name and Title of Authorized Agent: Lin Roberts - Sales Representative

Signature of Authorized Agent: [Signature]

NOTARY: Hin Marie Smith DATE: 5-23-22

COMMISSION EXPIRES: 12-9-2025

SEAL:

[Signature]



Hagler Heating & Cooling, Inc  
186 North Union Avenue, Ozark, Alabama 36360  
United States

Estimate 30492405  
Job 29448564  
Estimate Date 6/9/2022  
Customer PO

**Billing Address**  
Dale County Commission  
202 S Hwy 123  
Ozark, AL 36360 USA

**Job Address**  
Dale County Commission- Court  
House  
100 E Court Sq  
Ozark, AL 36360 USA

**Estimate Details**

Mitsubishi Compressor Replacement

Task #	Description	Quantity	Your Price	Your Total
DMS-190	Recover all refrigerant from the system. Remove existing compressor and install new OEM compressor. Properly evacuate .	1.00	\$7,200.00	\$7,200.00
RRL-100	Remove refrigerant from the system to ensure proper refrigerant levels for reliable operation.	1.00	\$325.00	\$325.00
RRL-161	Add per lb of R-410a Refrigerant	25.00	\$95.00	\$2,375.00
<b>Member Savings</b>				\$1,100.11
<b>Sub-Total</b>				\$9,900.00
<b>Tax</b>				\$0.00
<b>Total</b>				\$9,900.00

Thank you for choosing Hagler Heating & Cooling, Inc

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Hagler Heating & Cooling, Inc as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.