



Dale County Commission

Commission Meeting Minutes – October 25, 2022

The Dale County Commission convened in a regular session Tuesday, October 25, 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 Gary followed with prayer.

APPROVED – AGENDA

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

- Additional personnel item

Commissioner Carroll 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 94495 – 94598.
- Payroll Check Numbers: 154859 – 154862.
- Direct Deposit Check Numbers: 422618 - 422754.

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

APPROVED – MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting of October 11, 2022.

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

APPROVED - PERSONNEL – NEW HIRES

Commissioner Grantham made a motion to approve the following:

- Ethan “Tyler” Mitchell – Maintenance Technician – Maintenance Dept.
- Jackie D. Taber – Correction Officer – Jail – Part-time.

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

APPROVED - TRAVEL REQUEST

Commissioner Gary made a motion to approve the following:

- EMA - Willie Worsham – Nov. 8-9, 2022 – Clanton, AL -\$193.51

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

APPROVED - CELLULAR SERVICE AND EQUIPMENT POLICY

Commissioner Gary made a motion to approve a revised Cellular Service and Equipment Policy. See Exhibit 1.

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

APPROVED - ARPA FUNDS – PREMIUM PAY

Commissioner Carroll made a motion to approve premium pay from the ARPA funds and any budget adjustments. See Exhibit 2.

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

APPROVED - SUPPORT BROADBAND AND ECONOMIC DEVELOPMENT

Commissioner Grantham made a motion to approve a resolution in support of broadband expansion and economic development. See Exhibit 3.

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

APPROVED - 2023 COUNTY HOLIDAY SCHEDULE

Commissioner Carroll made a motion to approve the 2023 county holiday schedule. See Exhibit 4.

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

APPROVED - EXTENSION OF COUNTY SALES TAX EXEMPTION

Commissioner Gary made a motion to approve an extension of county sales tax exemption for aviation maintenance. See Exhibit 5.

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

APPROVED - EMS TAG DISTRIBUTION – JULY-SEPTEMBER, 2022

Commissioner Grantham made a motion to approve the EMS tag distribution for July-September, 2022. See Exhibit 6.

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

APROVED - ANNUAL BIDS – ROAD & BRIDGE

Commissioner Gary made a motion to approve the annual bids. See Exhibit 7.

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

APPROVED - GPS SUBSCRIBER SERVICE AGREEMENT

Commissioner Carroll made a motion to approve a GPS subscriber service agreement for County equipment. See Exhibit 8.

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

APPROVED - CANCELLATION OF MEETING – 11/22/22

Commissioner Grantham made a motion to approve the cancellation of the regular meeting on November 22, 2022.

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

APPROVED – RECOGNITION OF SERVICE – SHERIFF GARY “WALLY” OLSON

Commissioner Grantham made a motion to approve a resolution of appreciation and recognition of public service for Sheriff Gary “Wally” Olson. See Exhibit 9.

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

APPROVED – COPIER LEASE AGREEMENT - JAIL

Commissioner Gary made a motion to approve the copier lease for the Jail. See Exhibit 10.

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, November 8, 2022 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Gary made a motion to adjourn the meeting. Commissioner Grantham 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



Commission Chairman
Steve McKinnon

Commissioners
Chis Carroll District 1
Donald O. Grantham District 2
Charles W. Gary District 3
Frankie Wilson District 4

County Administrator
Cheryl Ganey

Exhibit 1

Dale County Commission

Cellular Service and Equipment Policy

October 25, 2022

1. In order to be assigned any cellular service and/or equipment, an individual must be an employee of the Dale County Commission. Also, the service and/or equipment be needed in the performance of their job duties.
2. Once a Department Head determines the need for cellular service and/or equipment for an employee, the department head must follow the Purchasing Policy of the Dale County Commission. Purchase Orders must be issued.
3. Service and equipment charges will be reviewed monthly to ensure compliance with policy.
4. Employees which are assigned equipment will comply with all safety policies regarding the use of cellular service and equipment. See the Dale County Commission's Safety Manual.
5. All equipment must be turned in to the Commission office upon termination of employment with the Dale County Commission. Also, if equipment is updated, old equipment is to be turned into the Commission office.
6. Cellular telephones are the property of the county. Cellular telephones are to be used for business purposes in serving the interests of the county, the residents of the county, and its clients and customers in the course of normal operations. Users of county-issued cellular telephones are responsible for exercising good judgment regarding the reasonableness of personal use. Users of county-issued cellular telephones shall not use the county-issued cellular telephones to engage in activities that are in violation of any federal or state law, or that are in violation of any county policy. Cellular telephones will be returned to the county and the telephone number disconnected upon separation from the county. There will be no transferring of a county number for personal use.

RESOLUTION FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR PREMIUM PAY

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

WHEREAS, providing premium pay to eligible County employees is an authorized use of ARPA funds; and

WHEREAS, the Dale County Commission (the "Commission") has determined that appropriating ARPA funds to provide premium pay to eligible County employees in response to their performing essential work during the COVID-19 pandemic is a necessary and reasonable use of these funds; and

WHEREAS, the Commission desires to establish a temporary premium pay program to provide premium pay to eligible County employees as additional compensation during certain designated pay periods.

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

- 1) There is hereby established the Dale County Temporary Premium Pay Program (the "TPP Program") to provide temporary premium pay ("TPP") as additional compensation to eligible County employees during designated pay periods ("TPP pay periods").
- 2) The TPP Program shall be funded with ARPA revenue replacement funds, but shall be implemented in accordance with the provisions of the Final Rule issued by the U.S. Department of Treasury governing premium pay awards under EC 4.1 and the policies and procedures set forth in Addendum 1 to this Resolution, the provisions of which are incorporated herein by reference.
- 3) Except as otherwise provided herein, eligible County employees are employees whose assigned work duties require them to regularly interact in person with the public or their co-workers, or to regularly physically handle items that were handled by the public or their co-workers. Elected County officials are not eligible employees for the purposes of the TPP Program.
- 4) Except as otherwise provided herein, during each TPP pay period, eligible employees will receive as additional compensation TPP in the amount of \$6.25 per hour up to a maximum total amount of \$1,000 for full-time employees and \$750 for part-time employees.
- 5) The TPP pay periods are as follows: Two consecutive pay periods starting with the pay period beginning November 4, 2022.
- 6) TPP shall be in addition to an eligible employee's regular rate of wages and other compensation, with no reduction, substitution, offset, or other diminishment of the employee's current and prospective wages or other compensation.
- 7) TPP payments shall be included in the calculation of an employee's regular rate of pay for purposes of calculating overtime pay.

8) Additional compensation attributable to the TPP Program, including additional compensation for overtime pay attributable to the payment of TPP, shall not exceed \$1,000 for each eligible full-time employee and \$750 for each eligible part-time employee during the TPP Program.

9) The County will not use ARPA funds for any compensation attributable to TPP that exceeds \$13.00 per hour, including additional overtime pay attributable to the payment of TPP.

10) In accordance with the provisions of the American Rescue Plan Act and rules adopted thereunder, TPP

- a. Shall not be provided for work performed while an employee is working remotely from a residence or other non-job-related location, and
- b. Shall not be provided to the extent that TPP would increase the total annual wages and remuneration for an eligible employee that is exempt from the Fair Labor Standards Act overtime provisions above \$72,165, or another amount equal to 150 percent of the higher of Alabama's or the County's annual average wage for all occupations as defined by the most recent the Bureau of Labor Statistics' Occupational Employment and Wage Statistics; and

11) The County Administrator hereby authorized to expend ARPA revenue replacement funds in accordance with the provisions of this Resolution for any and all compensation and additional covered benefits provided to employees as a result of the TPP payments authorized herein.

12) Payment of TPP, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall paid for any pay period ending after December 31, 2024, or after the termination of the national emergency concerning the COVID-19 outbreak declared pursuant to the National Emergencies Act (50 U.S.C. 1601 *et seq.*), whichever date occurs first.

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 25th day of October, 2022.



Steve McKinnon, Chairman
Dale County Commission

**Addendum 1:
RESOLUTION TO EXPEND ARPA FUNDS FOR PREMIUM PROGRAM**

**ARPA Funds Project for
Premium Pay (EC 6.1)**

**Project Implementation Policies and Procedures
DALE COUNTY, ALABAMA**

October 25, 2022

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ARPA Funds Project for Premium Pay (EC 6.1)

Dale County, Alabama (“the County”) may use American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (“ARPA funds”) to provide premium pay to eligible employees in response to their performing essential work during the COVID-19 public health emergency.

I. PROJECT POLICY GUIDELINES

- A. Premium pay will be provided to eligible County part-time and full-time employees to respond to their performing essential work during the COVID-19 public health emergency by prioritizing low- to moderate-income essential employees.
- B. Essential work is:
 - 1. Work that is not performed remotely from the employee's home or another non-job-related location; and
 - 2. Work that requires the employee to regularly interact in person with the public or co-workers or to regularly physically handle items that were handled by others.
- C. Elected County officials are not eligible employees for the purposes of the County's premium pay project.
- D. Premium pay will be included in an employee's regular rate of pay for the purposes of calculating overtime and for the purpose of calculating retirement contributions and applicable taxes.
- E. The County will not use ARPA funds for any additional compensation attributable to TPP that exceeds \$13.00 per hour, including additional overtime pay attributable to the payment of TPP.
- F. In no event will the total amount of premium pay paid using ARPA funds, including additional overtime attributable to premium pay:
 - 1. Exceed \$25,000 per eligible employee;
 - 2. exceed \$13.00 per hour; or
 - 3. Increase an employee's total wages and remuneration for exempt employees under the Fair Labor Standards Act above \$72,165, or another amount equal to 150% of the higher of Alabama's or the County's annual average wage for all occupations as defined by the most recent the Bureau of Labor Statistics' Occupational Employment and Wage Statistics.
- G. The County will provide premium pay to eligible employees as additional pay for the designated pay periods. Premium pay will be paid concurrently with employees' regular wages for the

designated pay periods and in no event will be provided as additional pay for work performed in a previous pay period.

- H. Premium pay shall be in addition to an eligible employee's regular rate of wages and other compensation, with no reduction, substitution, offset, or other diminishment of the employee's current and prospective wages, including any foreseeable future wage increases.

Reference: 31 C.F.R. § 35.6(c) and Ala. Const. Art. IV § 68.

II. ELIGIBLE COSTS

The County may use ARPA funds to cover

- A. The cost, up to \$13.00 per hour, of providing premium pay to eligible employees, including overtime pay attributable to premium pay; and
- B. The County's contributions or expenses attributable to premium pay for
 1. FICA;
 2. Retirement; and
 3. Paid leave, if provided pursuant to a written County leave policy.

Reference: 31 C.F.R. § 35.6(c).

III. REPORTING AND RECORD RETENTION

All expenditures of ARPA funds must be reported to the U.S. Department of Treasury ("Treasury") in the County's Project and Expenditure Report. Reporting is to be done on an annual basis.

- A. Pursuant to reporting guidance issued by Treasury on April 1, 2022, for premium pay projects funded with Revenue Replacement funds, the County must include the following in its report:
 1. Project Name (Premium Pay);
 2. Project number (This will be automatically assigned to the project by PROCORE.);
 3. Expenditure category (EC 6.1);
 4. A description of the project; and
 5. Related expenditures (current period obligation, cumulative obligation, current period expenditure, cumulative expenditure).
- B. All supporting documentation, including payroll documents, must be maintained until December 31, 2031, or as extended by Treasury.

Reference: 2 C.F.R. Parts 200.430 & 431, 31 C.F.R. Part 35.6(d), and Reporting Guidance Part 2(b)(3).

IV. PROJECT IMPLEMENTATION PROCEDURES

1. In conjunction with the County's adoption of a resolution approving expenditure of ARPA funds for premium pay that conforms in substance with the Project Policy Guidelines in Section I, the County will formally adopt these implementation policies and procedures and forward a copy of the resolution and adopted policies and procedures to Investing in Alabama Counties ("IAC") staff at iac@alabamacounties.org.
2. IAC staff will create a corresponding project in PROCORE.
3. The County's ARPA Fund Program Director ("Program Director") will determine the County employees who are eligible to receive premium pay.
4. Additional compensation attributable to premium pay will be accounted for separately in employee pay vouchers. If premium pay is awarded for pay periods spanning less than a year, compensation attributable to premium pay shall be paid separately from the employee's regular wages and remuneration.
5. For each pay period during which an eligible County employee works remotely from a non-job-related location, the employee's supervisor will notify the County's payroll clerk or other designated individual in writing, who will adjust the employee's premium pay to exclude the hours he or she worked remotely. Records of remote work performed by eligible employees will be retained by the County in accordance with the record retention policy in Section III.
6. The Program Director will ensure the implementation of internal procedures to accurately track the eligible costs attributable to the County's premium pay project and related charges to or transfers from the County's 298 ARPA Fund. These internal procedures are as follows: reviewing all payroll records to ensure correct charges to and transfers are correct.
7. The Program Director will ensure the implementation of internal procedures to track premium pay awarded to employees, including overtime pay attributable to the premium pay award, and ensure that premium pay awarded to any eligible employee does not exceed the limitations set forth in Section I. These internal procedures are as follows: reviewing all payroll records and using excel worksheet to calculate the correct amount to be paid.
8. At the close of each quarter, the Program Director will prepare or cause to be prepared an accounting of the following:
 - a. The cumulative number of employees that have received premium pay to date pursuant to the premium pay project;

- b. The total amount of premium pay, including overtime and paid leave attributable to premium pay, provided to employees during the quarter;
 - c. The total amount of the County's expenses or contributions for FICA and retirement attributable to premium pay provided to employees during the quarter; and
 - d. An estimate of the additional amount of ARPA funds obligated for the remaining pay periods included in the County's premium pay program.
9. The Program Director will review and certify the accounting as accurate and forward a copy of the accounting and any supporting documentation, e.g., ledger entries, payroll summaries, and remote work records, to IAC staff.
10. IAC staff will upload the accounting and supporting documentation into PROCORE and enter the premium pay project expenditures and obligations certified by the Program Director.

STATE OF ALABAMA
DALE COUNTY

RESOLUTION OF THE DALE COUNTY COMMISSION

WHEREAS, the Dale County, Alabama, County Commission stands in favor of Amendment 2 and Amendment 7 to the Alabama Constitution, which will promote broadband expansion and economic development, respectively.

WHEREAS, citizens across the state are urged to vote "Yes" on Amendment 2 and Amendment 7 on Election Day, November 8, 2022.

WHEREAS, Amendment 2 would authorize state and local governments to use certain public funds to incentivize broadband expansion, most notably in the rural and underserved areas of the state.

WHEREAS, Amendment 7 makes several necessary technical changes to local governments' economic development powers—the most important of which is clarifying that all counties may exercise these powers, regardless of whether they also have a local constitutional amendment pertaining to economic development.

WHEREAS, Amendment 2 and Amendment 7 will each greatly benefit this county and state by prioritizing broadband expansion and economic development as we progress further into an era in which economic and technological stability are critical.

NOW, THEREFORE, BE IT RESOLVED BY THE DALE COUNTY COMMISSION that it expresses its resolute support of Amendments 2 and 7 to the Alabama Constitution and any other legislation or policy modeled similarly.

DONE this 25th day of October, 2022.



Steve McKinnon
Commission Chairman

DALE COUNTY COMMISSION

2023 Holiday Schedule

			10 hour employees	8 hour employees
January 02, 2023	Monday	New Year's Day	10	8
January 16, 2023	Monday	MLK Day	10	8
February 20, 2023	Monday	Presidents' Day	10	8
April 07, 2023	Friday	Good Friday	X	8
May 29, 2023	Monday	Memorial Day	10	8
June 19, 2023	Monday	Juneteenth	10	8
July 4, 2023	Tuesday	4th of July	10	8
Floating Holiday	August 1st to September 30th		10*	6*
September 4, 2023	Monday	Labor Day	10	8
October 09, 2023	Monday	Columbus Day	10	8
November 10, 2023	Friday	Veterans' Day	X	8
November 23, 2023	Thursday	Thanksgiving	10	8
November 24, 2023	Friday	Thanksgiving	X	8
December 25, 2023	Monday	Christmas	10	8
TOTAL Holiday Hours			110	110

***Month of August and September floating holiday with Supervisor's approval.**

**A RESOLUTION PROPOSED FOR ADOPTION BY THE
COMMISSION OF DALE COUNTY, ALABAMA**

RESOLUTION NO. _____

WHEREAS, by Resolution No. 2013-02-28-01, the governing body of Dale County, Alabama resolved that there be an exemption from county sales tax for any parts, components, and systems used in the conversion, reconfiguration, or maintenance of an aircraft certified as a transport category aircraft as provided in State of Alabama Act No. 2012-185, that such exemption was in the best interest of the citizens of Dale County, Alabama, and that the county sales tax law be thereby amended to include such exemption; and

WHEREAS, the State of Alabama has extended the tax exemptions conferred in Act No. 2012-185 through May 30th, 2027 via the passage of Act 2022-293; and

WHEREAS, the governing body of Dale County, Alabama finds that tax exemption adopted by Resolution No. 2013-02-28-01 continues to be in the best interest of the citizens of Dale County, Alabama.

NOW, THEREFORE, BE IT RESOLVED, by the Commission of Dale County, Alabama that the tax exemption created by Resolution No. 2013-01-23-01 is hereby extended pursuant to Act 2022-293, until at least May 30th, 2027; and

BE IT RESOLVED FURTHER, that it is the intention of the Commission of Dale County, Alabama that this tax exemption shall be automatically extended past May 30th, 2027, should the State of Alabama continue to extend this exemption through future legislative acts, until such extended date(s) of expiration as defined by the State of Alabama.

ADOPTED AND APPROVED on the 25th day of October, 2022.

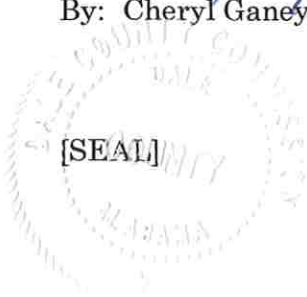


Steve McKinnon
Commission Chairman

ATTEST:



By: Cheryl Ganey, County Administrator



EMS FUNDS July - September, 2022 DISTRIBUTION

ARITON	\$	4,010.25
DALEVILLE	\$	16,947.15
ECHO	\$	13,755.16
LEVEL PLAINS	\$	1,500.00
MARLEY MILLS	\$	910.93
OZARK EMS	\$	20,051.24
SO DALE EMS	\$	17,524.79

\$74,699.52

EMS Funding July- September, 2022

% OF FUNDS TO BE DISTRIBUTED (3% for Rev Commission already taken out)	CARRY OVER FROM PREVIOUS QTR	FUNDS AVAILABLE	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RESPONSE/CALLS FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE		
25%	\$ -	\$ 20,051.24	\$ 20,051.24	Ozark EMS	1326/1333	\$ 129,959.72	\$ 20,051.24	\$ -		
				Daleville	351	\$ 65,385.73	\$ 16,947.15			
				Clayhatchee						
				Level Plains	contract w/ enterprise	\$ 1,500.00	\$ 1,500.00			
23%	\$ -	\$ 18,447.15	\$ 18,447.15			\$ 66,885.73	\$ 18,447.15	\$ -		
				Ariton	63/66	\$ 11,041.80	\$ 4,010.25			
				Marley Mill	respond to calls	\$ 910.93	\$ 910.93			
10%	\$ -	\$ 8,020.50	\$ 8,020.50			\$ 11,952.73	\$ 4,921.18	\$ 3,099.32		
				Skipperville						
				Echo	252/257	\$ 14,000.00	\$ 12,832.80			
				Choctawhatchee						
				Ewil						
16%	\$ -	\$ 12,832.80	\$ 12,832.80			\$ 14,000.00	\$ 12,832.80	\$ -		
				South Dale EMS	274/282	\$ 25,000.00	\$ 17,524.79			
				ECHO	see above		\$ 922.36			
				PAID TO SO DALE EMS: Newton (30%)						
				PAID TO SO DALE EMS: Pinckard (30%)						
				PAID TO SO DALE EMS: Midland City (30%)						
				PAID TO ECHO - Grimes (5%)	contract w/ Echo					
				PAID TO SO DALE EMS: Napier Field (5%)						
23%	\$ -	\$ 18,447.15	\$ 18,447.15			\$ 25,000.00	\$ 18,447.15	\$ -		
				*PINCKARD- effective 06/01/20 South Dale EMS						
		\$ -	\$ 77,798.84						\$ 74,699.52	\$ 3,099.32

Total to distribute this period	\$ 77,798.84
Total carryover	\$ -
Total	\$ 77,798.84

Total Funds for Current Quarter	80,205.00	\$ -	3% for Rev Comm	2,406.15
Total qtr distribution	\$ 77,798.84			

\$ 77,798.84	total EMS funding to distribute
\$ 77,798.84	Total on Books 705-23600-000
\$ -	difference

Total to Pay Out:	\$ 77,798.84
Total Ending Balance:	\$ 3,099.32



202 S. Hwy 123, Suite A
Ozark, Alabama 36360
334.774.7875

Matthew W. Murphy, P.E.
County Engineer

DALE COUNTY ROAD AND BRIDGE

MEMORANDUM

Date: October 25, 2022

To: Dale County Commission

From: Matt Murphy
County Engineer

Re: Annual Bid Awards

After a careful review, it is the recommendation of the Dale County Engineering Department to award the Annual Bids as follows:

CRS2 ASPHALT:	Hunt Refining (renewed)
CRUSHED STONE:	North Montgomery Materials Mohawk Valley Mining
FUEL:	May's Distributing (renewed)
HOT MIX ASPHALT:	Wiregrass Construction Company
TRAFFIC SIGNS:	Vulcan Signs (renewed)
CRUSHED CONCRETE:	Johnston Trucking

SEE ATTACHED SHEETS FOR BREAKDOWN

BID TABULATION - 2022-2023 CRUSHED STONE
 BID OPENING 10-11-22, 10:00 A.M.

	North Montgomery Materials	North Montgomery Materials	North Montgomery Materials	Mohawk Valley Mining	Mohawk Valley Mining	Mohawk Valley Mining	Wadley Crushed Stone	Wadley Crushed Stone	Vulcan Materials	Vulcan Materials
	Titus, AL	WICO, HAUL COST	Florida, AL	WICO, HAUL COST	Wadley, AL	WICO, HAUL COST	Wadley, AL	WICO, HAUL COST	Calera, AL	WICO, HAUL COST
CRUSHED STONE										
Class I	\$20.00	\$46.64	NB	NB			\$20.00	\$56.00	\$28.00	\$62.56
Class II	\$20.00	\$46.64	NB	NB			\$20.00	\$56.00	\$28.00	\$62.56
Class III	\$20.00	\$46.64	NB	NB			NB		\$30.00	\$64.56
5-50 lbs	\$16.50	\$43.14	NB	NB			NB		\$28.00	\$62.56
3"x6" Gabion	\$16.50	\$43.14	NB	NB			NB		\$28.00	\$62.56
No. 24	NB		NB	NB			NB		\$24.00	\$58.56
No. 4	\$19.50	\$46.14	\$20.00	\$34.40			NB		\$24.00	\$58.56
No. 467	NB		\$20.00	\$34.40			NB		\$24.00	\$58.56
No. 5	NB		\$20.00	\$34.40			NB		\$24.00	\$58.56
No. 57	\$20.00	\$46.64	\$24.00	\$38.40			\$17.00	\$53.00	\$24.00	\$58.56
No. 6	NB		\$22.00	\$36.40			NB		\$24.50	\$59.06
No. 67	NB		\$22.00	\$36.40			NB		\$24.50	\$59.06
No. 7	NB		\$24.00	\$38.40			NB		\$25.00	\$59.56
No. 78	\$21.50	\$48.14	\$24.00	\$38.40			NB		\$25.00	\$59.56
No. 89	NB		\$25.00	\$39.40			NB		\$25.00	\$59.56
No. 8910	\$16.50	\$43.14	\$25.00	\$39.40			NB		\$23.00	\$57.56
825A Dense Grade	NB		\$17.00	\$31.40			NB		\$22.00	\$56.56
825B Dense Grade	\$15.25	\$41.89	\$17.00	\$31.40			NB		\$22.00	\$56.56
Crusher Run	\$15.25	\$41.89	\$17.00	\$31.40			\$14.00	\$50.00	\$22.00	\$56.56

THE COUNTY ENGINEER RECOMMENDS AWARDDING THE BID AS HIGHLIGHTED

ASSUME COST OF \$3.00 PER MILE TO HAUL MATERIALS

ASSUME 25 TONS PER LOAD

OZARK TO TITUS (ROUND TRIP): 222 MI X \$3.00 PER MILE / 25 TONS PER LOAD = \$26.64 PER TON
 OZARK TO FLORALA (ROUND TRIP): 120 MI X \$3.00 PER MILE / 25 TONS PER LOAD = \$14.40 PER TON
 OZARK TO WADLEY (ROUND TRIP): 300 MI X \$3.00 PER MILE / 25 TONS PER LOAD = \$36.00 PER TON
 OZARK TO CALERA (ROUND TRIP): 288 MI X \$3.00 PER MILE / 25 TONS PER LOAD = \$34.56 PER TON

HOT MIX ASPHALT

FOB Plant	Mid-South Paving, Inc.	Wiregrass Construction Company
DESCRIPTION	Price Per Ton	Price Per Ton
Hot Asphalt Plant Mix 424A-340	\$99.00	\$81.00
Hot Asphalt Plant Mix 424A-341	\$98.00	\$81.00
Hot Asphalt Plant Mix 424A-338	\$93.00	\$81.00
Hot Asphalt Plant Mix 424A-346	\$93.00	\$81.00
Balanced Mix Design WS 1/2"	\$94.00	\$83.00
Balanced Mix Design WS 3/4"	\$94.00	\$83.00
Balanced Mix Design WS, leveling, 3/8"	\$94.00	\$83.00
Balanced Mix Design WS, leveling, 1/2"	\$94.00	\$83.00

**BID SUBMISSION FORM
CRUSHED CONCRETE**

**F.O.B. Source
Per Ton**

Crushed Concrete \$ 22.00

Address of material source: 899-301 Twithcell Road
Dothan, Al. 36301

Approximate mileage to Dale County Maintenance Shop: 17 miles
@1725 Co Rd 30, Ozark, AL 36360

Company's Name: JOHNSTON TRUCKING, L.L.C.


Company's Address: 2910 Hwy 231 S.
BRUNDIDGE AL 36010

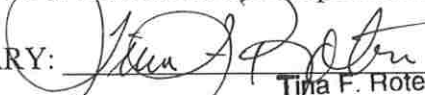
Company's Phone Number: 334-735-2283

Company's Fax Number: 334-735-2248

Name of Authorized Co. Representative: Luke Johnston

Title: President

Signature of Authorized Co. Representative: 

NOTARY: 
Tina F. Roten

COMMISSION EXPIRES: Notary Public, Al. State at Large
My Comm. Expires Oct. 22, 2022

SEAL

Diversified Computer Services GPS Subscriber Service Agreement

1. **Agreement.** This Subscriber Agreement ("Agreement") is a contract under which we ("Diversified Computer Services, LLC" or "DCS") agree to provide global positioning services ("Services") and tracking devices ("Devices") to you ("Subscriber").
2. **Term Commitments & Early Termination Fees.** The Services we offer may require a minimum term, usually 12, 24, or 36 months ("Term Commitment"). You will be charged a fee ("Early Termination Fee") for each Device that you terminate early (i.e., prior to satisfying the Term Commitment) or for each Device that we terminate early for good cause (e.g., violating the payment or other terms of the Agreement). If the Early Termination Fee applies, you will be charged \$100 per Device. After you have satisfied your Term Commitment, your Services continue on a month-to-month basis without any Early Termination Fee.
3. **Payments.** You will receive a monthly invoice for Services. You agree to make payments on or before the due date of the invoice in the amount set forth in the invoice plus additional taxes, fees, or surcharges, if applicable. The monthly invoice may be sent in a hard copy via mail or electronically.
4. **Service Plan.** The following Service Plans are available.
Please indicate the quantity for the appropriate service level.
 - a. **Month-to-Month**
 - Customer pays for all Device & installation costs (quoted separately).
 - Monthly Service - \$20/Device billed on monthly basis
 - No minimum term commitment required
 - b. **12-Month**
 - Customer pays for portion of Device & installation costs (quoted separately).
 - Monthly Service - \$20/Device billed on monthly basis
 - Minimum 12-month term commitment required
 - c. **24-Month**
 - Device or installation included in monthly costs, but early termination fee applies.
 - Monthly Service - \$20/Device billed on annual basis (i.e. \$240/device) in advance
 - Minimum 24-month term commitment required
 - d. **36-Month**
 - Device or installation costs included in monthly costs, but early termination fee applies.
 - Monthly Service - \$20/Device billed on monthly basis
 - Minimum 36-month term commitment required.
5. **Change/Suspend/Terminate.** We may change any part of the Agreement at any time including, but not limited to, rates, charges, how we calculate charges, or your terms of Service. If a change is made, you will be provided 30 days' notice and unless you object in writing, the Agreement will continue in effect with the specified changes. We can, without notice, suspend or terminate any Service at any time for reasonable causes, including, but not limited to: (a) late payment or (b) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement or applicable state or federal laws;
6. **Terminated Services Rights.** You can terminate Services at any time by calling us and requesting that we deactivate all Services. You are responsible for all charges billed or incurred prior to deactivation.
7. **Restrictions.** You may not use our Services: (a) to transmit content/messages that are, or in any manner that is, illegal, unlawful, fraudulent, threatening, abusive, defamatory, or obscene; (b) in a way that could cause damage or adversely affect our customers, reputation, network, property or Services; (c) to communicate any unsolicited message; (d) to infringe on the copyright of another, or upload or transmit any virus, worm, or malicious code; or (e) in any way prohibited by the terms of our Services, the Agreement or our Policies.
8. **Disputes** Any dispute to a charge on your bill must be made within 45 days of the date of the bill that initially contained the charge.
9. **Data Retention.** At this time, the standard data retention included in the Service is 12 months. Extended data retention can be added as an optional service and will be quoted separately.

Diversified Computer Services GPS Subscriber Service Agreement

10. **Privacy.** You agree to the terms of our Privacy Policy, available at our website, when you use our Services. This policy may change from time to time, so review this policy with regularity and care. Among other things, the policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (e.g., to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.). Also, to ensure the quality of our Services and for other lawful purposes, we may also monitor or record Device data (e.g., device travel, historical data, system messages, etc.). If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services.
11. **Limited Liability; No Consequential Damages.** TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, BODILY HARM, DEATH, EMOTIONAL DISTRESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.
12. **Dispute Resolution/Arbitration.** To the extent permitted by applicable law, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to this Agreement will be determined by final and binding arbitration to the exclusion of the courts:
- a. The requirements of the parties to this Agreement to arbitrate covers all disputes of every kind relating to this Agreement or to any dispute arising out of this Agreement. In addition, the arbitrator selected according to procedures set forth below shall determine the arbitrability of any matter brought to him, and his decision shall be binding on the parties and on the courts.
 - b. The arbitration shall be conducted in Montgomery, Alabama.
 - c. Unless the parties hereto are able to agree on a single arbitrator within ten days after the initiation of an arbitration proceeding, a single arbitrator shall be appointed by the American Arbitration Association. The decision in writing of the arbitrator shall be final and binding upon the parties.
 - d. Arbitration shall be administered by the American Arbitration Association.
 - e. Rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instruction that the parties hereto may agree upon at the time. The parties shall be entitled to reasonable discovery to include document production and a limited number of depositions, to prepare for the arbitration hearing. In the event of a dispute regarding discovery, the dispute will be resolved by the arbitrator.
 - f. The arbitrator shall give a written explanation of the reasons for his award. The arbitrator shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the jurisdiction. The award rendered by arbitration shall be final and binding upon the parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.
 - g. The arbitrator may apportion the costs of arbitration between the parties in such manner as it deems reasonable, taking into account the circumstances of the case, the conduct of the parties during the proceeding, and the result of the arbitration.
13. **Indemnification.** You agree to indemnify, defend and hold us harmless from any claims arising out of your actions including, but not limited to, failing to provide appropriate notices regarding location-sensitive services, or violating this Agreement, any applicable law or regulation or the rights of any third party.

Diversified Computer Services
GPS Subscriber Service Agreement

- 14. **Notices.** Any notices permitted or required by this Agreement shall, if intended for DCS, be delivered or mailed to DCS at 8200 Old Federal Road, Montgomery, Alabama 36117, and, if intended for Subscriber shall be delivered personally or mailed to Subscriber at [_____]. Any notice given by mail shall be by certified U.S. mail, return receipt requested, and shall be deemed given on the date of the first attempted delivery by the U.S. Postal Service. Notice may also be given by e-mail, at dan.floyd@dcs-dcs.com if to DCS and at [_____] if to Subscriber. Any notice shall be in writing and (except for notice given by certified U.S. mail, return receipt requested) shall be deemed given when received or refused. A party's counsel may give notice on behalf of such party. A party may change its address for receiving notices by giving notice to the other party as provided in this paragraph.
- 15. **Other Important Terms.** This Agreement is governed exclusively by the laws of the State of Alabama. If either of us waives or does not enforce a requirement under this Agreement in an instance, we do not waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement is not for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You may not assign the Agreement or any of your rights or duties under it. We may assign the Agreement. The Agreement and the documents that it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, dispute resolution, no class action, no jury trial), survive termination of Services.

By executing and returning to us, or by otherwise using the Services, you expressly agree on behalf of Subscriber to be bound by, and comply with, this Agreement.

Diversified Computer Services, LLC

Name: _____

Title: _____

Signature: _____

Date: _____

Subscriber: Steve McKinnon

Name: Steve McKinnon

Title: Chairman

Signature: Steve McKinnon

Date: 10-25-22

RESOLUTION OF APPRECIATION AND RECOGNITION OF PUBLIC SERVICE

SHERIFF GARY "WALLY" OLSON

WHEREAS, the Dale County Commission wishes to honor the many contributions of Sheriff Gary "Wally" Olson, as he retires from his position as Sheriff for Dale County; and

WHEREAS Alabama Code Section 45-23-232 permits any Sheriff's Deputy who has worked for the Dale County Sheriff's Office for more than 10 years to be awarded their badge and service pistol upon his or her retirement; and

NOW, THEREFORE BE IT REMEMBERED, that Sheriff Olson began serving Dale County as an E-911 dispatcher in 1995. He next served as a corrections officer, and then became APOSTC certified in 1996, going on to serve the county as a Deputy Sheriff from 1997 until he was elected as Sheriff of Dale County in 2007. Throughout his career, Sheriff Olson earned many honors and distinctions including: Rotary's Paul Harris Fellowship Award, Kiwanis Club's George Hixson Award, Vocal Angel House's State Law Enforcement Officer of the Year Award, VFW's State and National Officer of the Year Awards, the Boy Scouts' American Golden Eagle Award, the Sons of the American Revolution's Law Enforcement Commendation Medal, the City of Ozark's Man of the Year Award, as well as numerous other awards and commendations.

Sheriff Olson has served as an advisory board member to the Criminal Justice Program at Wallace College, has served as an Executive Board Member and President of the Alabama Sheriffs' Association, serves as a board member to Dale County Community Corrections, and board member to the Boys and Girls Club of Southeast Alabama where he was awarded the Champion of Youth and National Service to Youth awards; and

NOW, THEREFORE, BE IT RESOLVED, as a result of the many contributions by him to Dale County and the State of Alabama, as well as his zealous pursuit of law and order therein, the Dale County Commission hereby honors Sheriff Gary "Wally" Olson, and in recognition of his service to Dale County, awards him with his badge and service pistol.

ADOPTED AND APPROVED on the 25th day of October, 2022.


Steve McKinnon, Commission Chairman

ATTEST:


Cheryl Ganey, County Administrator



Lease Agreement

Customer: DALE, COUNTY OF

BillTo: COUNTY OF DALE
 STE C
 202 S HIGHWAY 123
 OZARK, AL 36360-8819

Install: DALE COUNTY JAIL
 124 ADAMS ST
 OZARK, AL 36360-0314

State or Local Government Negotiated Contract : 072815900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. B7135H2 (XEROX B7135 TTRAY OS)	<ul style="list-style-type: none"> - Integratd Off Finshr - No Post Script - Customer Ed - Analyst Services 	Lease Term: 36 months Purchase Option: FMV	- Xerox B7025 S/N 5DA850964 Trade-In as of Payment 36	11/4/2022

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. B7135H2	\$129.14	1: Black and White Impressions	1 - 2,500 2,501+	Included \$0.0066	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$129.14	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: <u>Steve McInnis</u> Phone: (334)774-6025</p> <p>Signature: <u>Steve McInnis</u> Date: <u>10-25-22</u></p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Robbie Yeats (888)334-5806</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
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Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; B7135H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.



Lease Pricing PROPOSAL

Presented to DALE, COUNTY OF CITY JAIL

By Mark Sonsalla

On 10/6/2022

CURRENT COST \$152.98 Meter 0.0081

LOWER LEASE COST LOWER METER CHARGE

YEARLY SAVINGS \$285

State or Local Government Negotiated Contract : 072815900

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	B7135H2 (XEROX B7135 TTRAY OS) - Integratd Off Finshr - No Post Script - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox B7025 S/N 5DA850964 Trade-In as of Payment 36	11/4/2022

Monthly Pricing					
Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. B7135H2	\$129.14	1: Black and White Impressions	1 - 2,500 2,501+	Included \$0.0066	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$129.14	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of DALE, COUNTY OF CITY JAIL. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 11/5/2022.

For any questions, please contact me at (850)849-3066