



Dale County Commission

Commission Meeting Minutes – February 28, 2023

The Dale County Commission convened in a regular session Tuesday, February 28, 2023. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; and District Four Commissioner Frankie Wilson.

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

APPROVED – AGENDA, MINUTES, & MEMORANDUM OF WARRANTS

Commissioner Grantham made a motion to approve the agenda, memorandum of warrants, and minutes:

Memorandum of Warrants:

- Accounts Payable Check Numbers 95596– 95699.
- Payroll Check Numbers: 154890 – 154892.
- Direct Deposit Check Numbers: 424104 - 424239.

Minutes: Commission Meeting of February 14, 2023.

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

APPROVED - TRAVEL REQUEST

Commissioner Grantham made a motion to approve the following:

- Mapping & Appraisal – Brittany Hudson – March 8 – 10, 2023 – Mapper Exam – Opelika AL.- \$742.43
- Commission – Cheryl Ganey – May 10 – 11, 2023 – ACAA Annual Conference – Orange Beach, AL - \$941.20
- Road & Bridge – Matt Murphy and Andrew Faulk – April 15th – 20th – NACE Annual Conference – Orange Beach, AL - \$4,770.00
- Road & Bridge – Wendi Ward – June 14th – 17th – CIMS User Conference – Orange Beach - \$1,233.97

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

APPROVED - ARPA FUNDS – REVIEW – DEMOLITION FOR DALE MEDICAL CENTER

Commissioner Carroll made a motion to approve the review, by IAC, for ARPA funds expenditure for a demolition project for the Dale Medical Center.

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

APPROVED - ARPA FUNDS – CORONER VAN

Commissioner Enfinger made a motion to approve the expenditure, and budget adjustment, of ARPA funds for a van for the Coroner office. See Exhibit 1.

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

APPROVED - ARPA FUNDS – NEW SANITARY SEWER MAIN

Commissioner Carroll made a motion to approve the expenditure, and budget adjustment, of ARPA funds for a new sanitary sewer main project. Chairman McKinnon is authorized to negotiate a funding agreement with the Utilities Board of the City of Ozark for 50% of the project costs or \$158,934.50 (whichever is lesser). See Exhibit 2.

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

APPROVED - DEPUTY CORONER RATE OF PAY

Commissioner Enfinger made a motion to approve the rate of pay for deputy coroners to be increased, per call, to \$125.00 in lieu of \$75.00 .

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

APPROVED - SURPLUS/TRANSFER EQUIPMENT – MAINTENANCE

Commissioner Carroll made a motion to approve to surplus or transfer the following equipment:

- Surplus - Asset #2319 - 2007 Ford F-150 – 1FTRF12W97KC36660
- Surplus - Asset #2324 - 2007 Chevrolet Trail blazer SUV – 1GNDS13SX72263374
- Transfer Asset #2335 - 2016 Ford Transit Van – NMOLS6E72G1231208 – Transfer to R&B

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

APPROVED - SURPLUS EQUIPMENT – ROAD & BRIDGE

Commissioner Grantham made a motion to approve to surplus the following equipment:

- Asset #2307 – 2006 John Deere Tractor - LV5525R256677
- Asset #2387 - 2006 Massey Ferguson Tractor – P244039
- Asset #2392 - 2006 Massey Ferguson Tractor – P244031

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

APPROVED - ADDITIONAL JOB DESCRIPTION - EMA

Commissioner Grantham made a motion to approve the part-time position in the EMA department, Group VI pay classification, to be added to the Dale County Classification Plan. Also, budget amendment for immediate hire for this position See Exhibit 3.

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

APPROVED - LIABILITY SELF-INSURANCE FUND AGREEMENT

Commissioner Carroll made a motion to approve a 3-year participation agreement in the liability self-insurance fund. See Exhibit 4.

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

APPROVED - NEW BANK ACCOUNTS

Commissioner Wilson made a motion to approve the opening of two new bank accounts for the following new funds: 1) Opioid Settlement Fund 2) Pistol Permit Revenue Loss Fund.

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

APPROVED - J.M. WOOD AGREEMENT

Commissioner Carroll made a motion to approve the agreement with J.M. Wood for the sale of surplus equipment. See Exhibit 5.

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

APPROVED - DALE COUNTY LANDFILL

Commissioner Grantham made a motion to approve expenditure and budget adjustments for Fund 512, Landfill. See Exhibit 6

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

APPROVED - MEMORANDUM OF UNDERSTANDING – TROY UNIVERSITY

Commissioner Grantham made a motion to approve an memorandum of understanding for a tower at Wickesburg. The expenditures of the stress test, air conditioning unit and installation will be paid by Motorola. See Exhibit 7.

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

TABLED - SARCOA – BOARD APPOINTMENT

Commissioner Wilson made a motion to table the appointment of board members.

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

APPROVED - FY 23 DALE COUNTY TRANSPORTATION PLAN

Commissioner Carroll made a motion to approve to approve an updated FY 23 Transportation Plan. See Exhibit 8.

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

APPROVED - OPIOID SETTLEMENT AGREEMENTS

Commissioner Grantham made a motion to approve five (5) sign-ons forms and two (2) allocation agreements. The State of Alabama has entered into Settlement Agreements with Teva, Allergan, CVS, Walgreens, and Walmart.

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

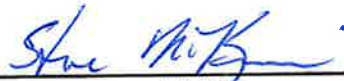
ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, March 14, 2023 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Wilson made a motion to adjourn the meeting. Commissioner Carroll 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

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 elected 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, as revenue replacement ("Revenue Replacement funds"); and

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

WHEREAS, the County has determined that there is a need to provide services of the coroner's office to its citizens and that it is within the authority of the County to provide these services; and

WHEREAS, the County has determined that the procurement of the following vehicle from the following vendor is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services:

Ford Transit 150 Full Size Cargo Van with standard height roof, 130" wheelbase, and rear wheel drive from Stivers Ford Lincoln, for \$42,613 or ; and

WHEREAS, the County has identified the vendor from which to procure this van in a manner consistent with federal and state laws and guidelines, as applicable to Revenue Replacement funds pursuant to guidance from Treasury.

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

- 1) The County shall use up to \$42,613 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein.
- 2) The County Administrator is hereby authorized to expend these funds to purchase the van as described herein from the designated vendor to facilitate the provision of these services.
- 3) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.
- 4) Expenditure of these funds, as authorized by this Resolution, shall be 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 28th day of February, 2023.



Steve McKinnon, Chairman, Dale County Commission

RESOLUTION FOR THE CONDITIONAL OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES AND DELEGATION OF AUTHORITY TO EXECUTE FUNDING AGREEMENT FOR EXPENDITURE OF FUNDS

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 elected 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, as revenue replacement ("Revenue Replacement funds"); and

WHEREAS, the County may expend designated Revenue Replacement funds for government services, like the provision of water and sewer infrastructure to support the promotion of industrial, economic, or other beneficial development in the interest of the public; and

WHEREAS, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11, 2021, 135 Stat 4, the County may transfer ARPA funds, including funds designated as Revenue Replacement funds, to eligible entities to carry out eligible ARPA funded projects;

WHEREAS, consistent with Code of Alabama (1975) § 11-1-10, the County may contract with municipalities for the purpose of providing funds to support the government service identified above; and

WHEREAS, the Dale County Commission ("Commission") has determined that entering into a funding agreement with the City of Ozark, by and through its Utilities Board, (collectively the "Board"), a public entity, to install a sanitary sewer main on Highway 231 is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services and is in the interest of the public.

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

- 1) The County hereby conditionally allocates up to the lesser of fifty percent of the costs of construction of a new sanitary sewer main on Highway 231 or \$158,934.50 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein.
- 2) This allocation is conditioned upon the successful negotiation of a funding agreement between the County and the Board and compliance with all applicable state and federal laws as well as the terms and conditions of the County's ARPA award.
- 3) This Commission hereby directs the County to negotiate the terms and conditions of a funding agreement with the City of Ozark, by and through its Utilities Board, consistent with this Resolution.
- 4) The Chairman of the Commission is hereby delegated the authority to enter into the funding agreement if the agreement is consistent with this Resolution and if, in his discretion, the terms and conditions are in the best interest of the County.

5) Upon the execution of the funding agreement, the County Administrator is hereby authorized to expend ARPA funds for costs of the project in accordance with the terms of this Resolution and the funding agreement.

6) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

7) Expenditure of these funds, as authorized by this Resolution, shall be 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 28th day of February, 2023.



Chairman, Dale County Commission

Emergency Management Agency (EMA), Part-Time

Division	Department	Location
Commission	Emergency Management	Dale County Commission

Reports to
EMA Director

Job Summary

Plans and administers county emergency preparedness plans. Assists in the coordination of countywide activities of county emergency response personnel. Participates in various training programs to maintain professional proficiency. Establishes training requirements, coordinates development plans, and offers training programs to groups. Assists in the preparation of annual budgets and submits it to the EMA Director.

Duties and responsibilities

Assists in the development of county emergency plans for all contingencies including relocation of evacuees from high-risk areas. Coordinates plans with adjacent counties and municipalities as well as the state. Prepare AL State EMA reports showing planned program activities and/or accomplishments.

Assists in the preparation of annual budget and submits for local, state, and federal approval.

Establishes and maintains warning systems. Ensures that weather watch and warnings are received by the public.

Assists in the preparations and implementation of all training programs for the public, volunteers, emergency personnel, civic groups, and students. Various training duties are required.

Responsible for informing public of the general function of the Emergency Management Agency by using all available resources, which include distribution of important informational pamphlets and public speaking.

Participates in professional training and development courses as required to stay abreast of news, information, and technologies as they relate to emergency planning.

Assists in the preparation of a list of all county personnel and resources that can be used to cope with a disaster.

Coordinates the resources of local response groups, medical, law, public works, and Volunteer Fire and Rescue to perform effectively in an emergency.

Supports and Staffs Emergency Operations Center (EOC) In an emergency.

Responsible for keeping officials current as to the status of the situation.

Tests and maintains all equipment and supplies for the EOC including, maintaining map and chart inventories for use by all emergency personnel. Familiarizes EOC personnel with necessary procedures.

Normal duty hours are 20 hours per week, but not to exceed 30 hours per week when required or due to a natural or man-made disasters.

Other duties as required.

Job Specifications

Education

Satisfactory completion of 1 year college level education or equivalent through military on-the-job training.

100 hours of course work in Emergency Management as established by the Director of the Alabama Emergency Management Agency (i.e., IS-100, IS-200, IS-700, IS-800 etc.).

Supervisory Responsibilities

Physical Demands

Standing

Up to 33%

Walking

33-66%

Sitting

33-66%

Stooping, Kneeling, Crouching

33-66%

Reaching with hands and arms

Up to 33%

Tasting,

Up to 33%

Talking or Hearing

More than 66%

Lifting

up to 10 pounds

33-66%

up to 25 pounds

33-66%

up to 50 pounds

33-66%

up to 100 pounds

Up to 33%

more than 100 pounds

Up to 33%

Vision

Close vision

Depth perception

Distance vision

Ability to adjust

Color Vision

Peripheral Vision

No special vision requirements

Work experience

At least one year of experience in emergency response, Emergency Management, or qualified military service.

Licenses

Valid driver's license. Must be insurable.

Preferences

Certification in hazardous materials, radiological monitoring, and hazardous weather response. Any additional classes dealing with hurricanes, tornadoes, severe storms, hazardous materials, bioterrorism, et cetera.

Good oral and written communication skills required. Requires the ability to solve problems, make decisions, and supervise personnel during an emergency.

Specific physical duties

Must be able to read all types of information. Needs mobility and strength to search debris fields looking for signs of life.

Must be able to use binoculars and night vision equipment to be able to spot disaster areas from the air, if necessary.

Needs the strength and endurance to remain active for several days at a time in emergency situations.

Noise	Very quiet	Quiet	moderate	Loud noise
	Very loud noise			

Specific noise duties

Exposure to almost any environment during an emergency.

Comments

Must be willing to travel, wear appropriate attire, and work nonstandard hours including 24-hour coverage when necessary.



**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA
LIABILITY SELF-INSURANCE FUND, INC.**

RESOLUTION

WHEREAS, Sale County is a member of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. ("Liability Fund") for the contract period ending Dec. 31, 2023; and

WHEREAS, the County's participation in the Liability Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Liability Fund continues to be in the best interest of Sale County and its officials and employees; and

WHEREAS, Sale County would benefit by agreeing to extend its participation in the Liability Fund for an additional three-year period beginning Jan. 1, 2024 and concluding Dec. 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Sale County Commission that it renews its participation in the Liability Fund for calendar years 2024 through 2026 and hereby directs its Chair to immediately execute the 2024-2026 ACCA Liability Self-Insurance Fund, Inc. Participation Agreement.

Adopted this the 28th day of February 2023.

Steve McKeen
County Commission Chairperson



PARTICIPATION AGREEMENT

**Association of County Commissions of Alabama
Liability Self-Insurance Fund, Inc.**

Participant: _____

Date

PARTICIPATION AGREEMENT

This Contract and Participation Agreement entered into by and between the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc., a non-profit corporation organized under the laws of the State of Alabama (hereinafter referred to as "Fund" or "Liability Fund"), and the undersigned County or County entity of the State of Alabama (hereinafter referred to as "Participant"), for the purposes of providing liability and/or property coverages prescribed by the Fund's Liability Coverage Document and any Endorsements thereto and, if offered, Property Coverage Document and any Endorsements thereto.

WITNESSETH:

The undersigned Participant, in consideration of the creation of the Fund to provide liability and property coverages and in further consideration of the other Participants executing identical Participation Agreements, does hereby agree to become one of the members of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

Definition of terms used in this Participation Agreement:

- A. Board - the Board of Trustees of the Liability Fund.
- B. Fund Year - January 1 through December 31.
- C. Service Company – Any firm, entity or individual retained by the Board to manage the Fund's day-to-day activities, which may include administration, claims management, risk management, education, marketing, etc., as may be directed by the Board.
- D. Coverage Documents - the Liability Coverage Document and the Property Coverage Document of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. and any applicable endorsements that set forth in detail the coverages provided.
- E. Incurred But Not Reported (IBNR) - an incident or occurrence that has taken place but on which no claim has been reported in writing to the Service Company.
- F. Claim - a report of injury, damage or loss involving potential liability arising out of an occurrence, offense, error or omission, or accident that takes place during the coverage period and is reported in writing to the Service Company during the coverage period.
- G. Participant – one of the sixty-seven counties in the State of Alabama, any entity created by the County Commission of a county or a separately incorporated county-related entity when the county or entity is the Participant named on the front of this Agreement. A separately incorporated county-related entity or a public official and his or her department of a county that is not a Participant may become a Participant, but only upon approval of the County and the Board upon such terms and conditions as established by the Board.

1. **Term of Contract**

Unless sooner terminated by the Board, the term of this Contract shall be for a period beginning on the date executed or at 12:01 a.m. on January 1, 2024 (whichever date is later), and ending at 12:01 a.m. January 1, 2027.

2. **First Year Contribution/Premium**

Initial first year contribution/premium of any new Participant will be determined by the Fund. If coverage begins after January 1 of any year, the first-year contribution/premium will be pro-rated.

3. **Subsequent Contribution/Premium Experience Rating**

The Fund reserves the right when applicable to use as a guide for future contributions/premiums an experience rating plan to be prescribed by an actuarial firm and to calculate for each Participant its individual experience rating when earned in accordance with the provisions of such experience rating plan.

4. **Contribution/Premium Payment**

All contributions/premiums are due on or before the inception of coverage and each year thereafter as set by the Board until the termination of the contract period. The Board may from time to time establish a policy for payment of contributions/premiums including a provision for a late payment penalty.

5. **Reporting of Claims**

If a claim or suit is filed against the Participant, or its covered officers, agents or employees, the Participant shall immediately forward the same to the Service Company.

6. **Cooperation with Risk Management Recommendations**

The Participant agrees that it will cooperate in instituting any and all reasonable safety regulations and/or risk management recommendations that may be recommended for the purpose of eliminating or minimizing hazards that would contribute to liability or property losses. In the event that the recommendations submitted by the Service Company on behalf of the Fund seem unreasonable, the Participant has a right to appeal to the Board and the decision of the Board shall then be final.

7. **Liability Coordinator**

The Participant agrees that it will appoint a Liability Coordinator for the Participant and that the Fund and its service company shall not be required to contact any other person. Any notice to the Liability Coordinator shall be considered notice to the Participant. The Participant reserves the right, however, to change the coordinator from time to time by giving written notice to the Fund and to the service company at least ten (10) days prior to the effective date of the change.

8. **Claims and Legal Counsel**

The Fund, through the Service Company employed by the Fund, agrees to handle any and all covered claims after notice has been given, and to provide a defense. It shall carry on all negotiations with the injured claimant or his or her attorney at the onset and negotiate within authority previously granted by the Fund. If a

personal appearance by an employee of the Participant is necessary, the expense of this appearance will be paid by the Participant. In a manner directed by the Board, legal counsel will be retained on behalf of and at the expense of the Fund necessary for the defense of any litigation.

9. **Legal Defense and Cooperation**

The Participant hereby agrees that any covered suit brought against the Participant shall be defended in the name of the Participant by the attorney or attorneys selected in a manner directed by the Board. Full cooperation by the Participant shall be extended to supply any information necessary or helpful in such defense. The Participant further agrees to cooperate with the Fund in the investigation and settlement of the claim or defense against the suit. The County Attorney may be requested to provide defense assistance but shall not have the responsibility or authority to settle or otherwise direct any litigation without approval of the Service Company or the Board.

10. **Fund Experience**

Every year, the Fund or the Service Company will endeavor to supply to each Participant a printout involving a statement of claims, claims status, and activity report cumulative for each Fund year. The disclosure of certain information about claims may be withheld, limited or conditioned to prevent claimants who may work for the Participant from having access to that information.

At least annually, the Board will carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Participants, the pro rata cost to the Fund resulting from overall loss experience attributed to each Participant and the pro rata portion of the cost of reinsurance, if any, as well as the pro rata allocation, as determined by the Board, of the other and necessary administrative expenses of the Fund, in order to reasonably determine that actual pro rata cost, expense, and loss experience of each Participant for the purpose of determining future contributions/premiums and refunds of contributions/premiums, if any. Individual claims against each Participant may be capped at a certain limit for purposes of determining the experience of each Participant with the excess shared among all Participants.

11. **Assessments**

Due to the nature of a self-insurance fund, the Fund reserves the right to assess Participants' amounts, in addition to contributions/premiums, as may be necessary for the protection of its Participants. If, at any time, in the opinion of the Board, the assets of the Fund become insufficient to enable the Fund to discharge its obligations, including but not necessarily limited to, payment of all due damages and losses, maintenance of reserves for claims which have occurred and have been reported, maintenance of reserves for claims which have occurred and not been reported, expenses due and reasonable expenses forthcoming, the Fund shall have the right to assess each Participant member participating in the plan during any part of a year during which an insufficiency may exist such amount as, in the opinion of the Board, is required to correct the insufficiency.

Each Participant's assessment shall be computed by the Board and may have the same ratio to the total assessment amount as the Participant's earned contribution/premium of the Fund during the twelve months preceding the assessment. A Participant's earned contribution/premium shall be the pro rata portion of contributions/premiums paid by it for the period during which its Agreement with the Fund was in effect.

Any assessment shall be a legal debt and obligation of the Participant and shall be due and payable when written notice of the assessment is received. However, the Board may allow up to twelve months for payment of any assessment in accordance with such guidelines as it may establish.

12. Assets of the Fund

All assets in the Fund, including any surplus which the Fund may have accrued since the Fund's inception, shall remain the property of the Fund at all times subject to the decisions of the Board. No Participant has the right to seek distribution or withdrawal of any surplus or investment earnings which the Fund has accrued.

13. Refunds, Dividends and Other Distributions

The Fund may, from time to time, at the discretion of and upon such terms and conditions prescribed by the Board, make a refund, dividend or other distribution from part of the Fund's surplus or from investment earnings. Such distributions may be limited to certain years of participation. Consideration may be given to the loss experience and years of participation of Participants. The Participant agrees that the decisions of and procedures adopted by the Board affecting refunds, dividends or any other distribution, and the manner of computing such refund, dividend or other distribution shall govern in all instances for the making of any distribution by the Fund. No Participant shall be entitled to or have the right to receive any refund, dividend or any other distribution that may be approved by the Board from any of the surplus or investment earnings if such Participant is not a member of the Fund at the time such refund, dividend or distribution is approved by the Board or if such Participant is not a member of the Fund as of the effective date of such refund, dividend or distribution.

14. Withdrawal by Participant from the Fund**a. Withdrawal at End of Contract**

Any Participant may withdraw from the Fund at the end of the term of this contract by giving at least sixty (60) days notice in writing to the Board of its desire to so withdraw. Written notice must include a certified copy of the minutes of the meeting where the governing body voted to withdraw from the Fund. If notice is not given as prescribed herein, this Agreement will automatically renew for another three (3) year period of time.

All claims reserves, at all times, are the property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Participant, all pending or open claims which have been reported to the Fund (or its Service Company) by the Participant will continue to be obligations of the Fund. The Fund shall not be responsible for any new or incurred but not reported claim(s) after the withdrawal of the Participant.

b. Withdrawal During a Contract Commitment

Each Participant is obligated and commits itself to remain as a member of the Fund for the term of this contract period. All claim reserves are recognized as property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Fund, if a Participant withdraws from the Fund during this contract commitment, such withdrawal shall be considered a breach of this agreement and all pending or open claims regardless of whether the same have been reported to the Fund (or its Service Company) by the Participant or remain unreported, shall become the obligation of the Participant. The Fund shall cease to process all such claims. The Fund shall cease to defend and/or shall withdraw from any defense of litigation pending regarding such claims, and the defense, settlement and indemnity of such claims or litigation shall become the sole responsibility and obligation of the member Participant so withdrawing. The Fund shall not service any new or incurred but not reported claims after the withdrawal of the Participant. However, all claims on which a prior written agreement to settle shall have been executed by the Fund or on which a prior judgment shall have been entered, shall not be considered pending or open, and the Fund shall honor such agreements and/or judgments.

15. Limitation or Cancellation of Coverage by the Fund**a. Non-payment of Contribution/Premium**

In the event that the Participant fails or refuses to make the payments of contributions/premiums, the Fund reserves the right to treat such non-payment as a breach of the agreement and terminate the membership of such Participant by giving ten (10) days written notice. The Fund further reserves the right to collect any and all contributions/premiums that are earned on a short rate basis for the period preceding such contract termination. Any Participant whose membership is terminated hereunder shall be considered to have withdrawn during the three-year contract commitment and shall be subject to the provisions of paragraph 14.b. above.

b. Any Other Reason

The Fund reserves the right to condition, limit, modify or cancel coverage afforded in the Coverage Documents, in whole or in part, as to any member Participant if, in the opinion of the Board, such is in the best interests of the Fund as a whole. Grounds for conditioning, limiting, modifying or canceling coverage include the violation by any member of any duty or obligation under the Coverage Documents or this Participation Agreement. Written notice of such change in coverage will be mailed or delivered at least thirty (30) days before the effective date of such change.

16. Inspections and Surveys

The Fund, at its option, may inspect and survey the Participant's records, property and operations at any time. It is understood and agreed that these inspections and surveys are for the Fund's benefit only, and shall not constitute an undertaking by the Fund to determine or warrant that the Participant's property or operations are safe or healthful, or comply with any law, rule, regulation, code or standard. Any and all reports which may be issued following an inspection or survey are issued for the Fund's benefit. Such reports are not warranties but they could affect the Participant's coverage. Failure to respond or follow these reports may be considered by the Fund in calculating contributions and determining whether to condition, limit, modify or cancel coverage afforded in the Coverage Documents.

17. Waiver of Uninsured Motorist Coverage

As a self-insurance fund, the Fund is not subject to the provisions relating to uninsured motorist coverage under Alabama law. By participating in the Fund, the Participant is expressing its desire not to receive uninsured motorist coverage and to waive such coverage.

18. Agreement to Abide by the Bylaws

The Participant agrees to abide by the Bylaws of the Fund as adopted by the Board of Trustees of the Liability Fund.

19. Audit

The Fund agrees that all Fund transactions will be annually audited by a certified professional accounting firm.

20. Actuarial Valuation

The Fund will have an actuarial valuation of reserves performed each year to audit the adequacy of reserves and contributions/premiums.

21. Nonwaiver of Rights, Immunities and Defenses

No Participant, by participating in this agreement and contributing thereto, shall by its actions be deemed to have waived any rights, immunities or defenses granted it by laws of the State of Alabama, nor shall any officer, agent or employee of such Participant or sheriff or employee of the sheriff by virtue of his/her being covered be deemed to have waived any rights, immunities or defenses available to him/her by the laws of the State of Alabama. The Fund, however, by defending such Participant or any official or employee, shall be entitled to use any and all such rights, immunities and defenses on behalf of such entity/person defended.

22. No Independent Interest in the Fund

All monies, assets, interest and property held by the Fund pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no independent interest in, or right to, the assets held by the Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into and participation in the Fund shall extinguish and remove all of the Participant's interest in the Fund under the Bankruptcy Code or similar laws.

23. Nature of Fund

Each Participant agrees that by executing this Participation Agreement, it understands and agrees that the Fund is simply a legal vehicle by which each member Participant has joined together in providing self-insurance liability and property programs under the provisions of Ala. Code § 11-30-1, et seq., as amended by Act 2015-53, and as may be further amended. Under no circumstances shall said Fund be deemed to be an insurance company.

IN WITNESS WHEREOF, the parties hereto execute this Participation Agreement this the 28th day of February, 2023

FUND: ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA LIABILITY SELF-INSURANCE FUND, INC.

By _____ ACCA LSIF Representative

PARTICIPANT:

Dele County Commission

By Steve M. Khan

Chairman of the County Commission or Director of the County Entity



Corporate Office: 3475 Ashley Road, Montgomery, AL 36108
South Carolina Office: 115 Belvedere Circle, West Columbia, SC 29172
Phone: 334.264.3265; Fax 334.269.6990

January 23, 2023

Mr. Matt Murphy
Dale County Commission
202 AL-123
Ozark, AL 36360

Re: Surplus Equipment

Dear Matt:

Thank you for allowing J.M. Wood Auction Company, Inc. to submit a proposal for the auction of your surplus equipment. Since 1973, J.M. Wood Auction Co. Inc. has conducted thousands of public auctions and sold billions of dollars of heavy machinery and trucks to buyers across the world. We believe our marketing methods along with our extensive global reach to buyers are necessary for you to achieve the true global market value of your assets.

- ❖ **Auction Location and Date:** The proposed auction will be March 21-24, 2023 at our 100-acre permanent auction facility in Montgomery, Alabama.
- ❖ **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.
- ❖ **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. J.M. Wood Auction has been recognized by both Facebook and Constant Contact as one of their annual top performing marketing companies.
- ❖ **Auction Delivery, Pre-Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre- auction services such as detailed inspection reports, photography, video, clean-up, and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No

repairs will be made without prior consent from seller. J.M Wood Auction will coordinate an on-site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- ❖ **Auction Day:** With 50 years in the auction business, it is in our blood. We live for auction day and it is exciting! When you arrive at one of our world class drive-through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.
- ❖ **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.
- ❖ **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.
- ❖ **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within twelve (12) banking days after the date of auction. Any service fees incurred such as clean-up, repairs, and transportation will be deducted from seller's final net proceeds.
- ❖ **Liens and Encumbrances:** Auctioneer acts as Seller's agent. Seller guarantees that he/she is the sole owner of items being sold and states that items are free of all mortgages, liens and encumbrances. Seller agrees to disclose all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc. (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case, shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.
- ❖ **OPTION A: (STRAIGHT COMMISSION)**
J.M. Wood Auction Company, Inc. offers the Dale County Commission a commission rate of 5% Absolute charged to gross sales.

Again, thank you for allowing **J.M. WOOD AUCTION COMPANY, INC.** to present this proposal - we look forward to conducting your auction.

"We Turn Equipment into Cash"



Dale County Commission

02-28-23
Date



John D. Gray, Vice President
J.M. Wood Auction Co., Inc.
Alabama Auctioneer's License # 1791

1-28-2023
Date



Curtis A. Brown
Regional Manager, Governmental
J.M. Wood Auction Co., Inc.

1/23/23
Date

CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED
DUMP TRUCKS	2020	KENWORTH	T800	3BKDL40X3LF427597	Tri-axle, 500 HP Cummins X15 diesel engine, Allison Automatic Transmission, 46k rears, 18,740 front, 16' hard Ox body, 11R24.5 rear tires, 385/65R22.5 aluminum fronts, high-lift gate, County Owned	50,941		clean-up

Total Gross Guarantee:	STRAIGHT COMMISSION
Commission Rate:	5%
Sale Date:	Mar-23

SM


Customer Initial

JMW Initial



Exhibit A
 Matthew Murphy
 Dale County, AL
 202 AL-123
 Ozark, AL 36360
 EXHIBIT A - INVENTORY
 Sale Date: MARCH 2023

CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED
DUMP TRUCKS	2020	KENWORTH	T800	3BKDL40X9LF42473-	Tri-axle, 500 HP Cummins X15 diesel engine, Allison Automatic Transmission, 46k rears, 18,740 front, 16' hard Ox body, 11R24.5 rear tires, 385/65R22.5 aluminum fronts, high-lift gate, County Owned	39,260		clean-up
DUMP TRUCKS	2020	KENWORTH	T800	3BKDL40X3LF427598	Tri-axle, 500 HP Cummins X15 diesel engine, Allison Automatic Transmission, 46k rears, 18,740 front, 16' hard Ox body, 11R24.5 rear tires, 385/65R22.5 aluminum fronts, high-lift gate, County Owned	52,473		clean-up

THIS DOCUMENT IS CONFIDENTIAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED.

ATTENTION: All repairs must be performed on the equipment as set forth in this report. If any of the above listed repairs are not performed or minimum requirements not met J.M. Wood Auction Co., Inc will have the repairs completed and deducted from seller's proceeds. ALL EQUIPMENT MUST BE IN THE SAME OR BETTER WORKING CONDITION, AS WHEN THIS CONDITION REPORT/APPRaisal WAS DONE. Should any of the foregoing conditions not be met, the equipment will be subject to reappraisal and/or reevaluation by an agent of J.M. Wood Auction Company, Inc.

CONDITIONS OF TRUCK GUARANTEE

1. Vehicles must be in road-worthy condition, including engine (example; water in the oil or excessive blow-by not acceptable). Brakes must be at least 60%.
2. Body damage on cab or body is not accepted. Broken glass not accepted, any factory-installed equipment must be in working condition (radio, air conditioner, lights, dump body tarps, etc.). All units must crank by the key.
3. Tires must have sound casing, average 60% remaining tread with original rubber in all positions. Each Truck must have matched tread on rear axles.
4. Trucks must be delivered with clear and acceptable titles at time of sell.
5. Dump Body and Flat Body all hoist working properly, no hydraulic leaks, PTO working properly, sidewalls and floors in saleable condition (no bends, pits, or breaks).
6. Trucks must be delivered with on road fuel. No "OFF ROAD" fuel is acceptable and will require that we replace the fuel and fuel filters on the units in question.

Customer Initial SM

Date 02-28-23

JMW Initial CAF

Date 1/23/23



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

Matthew W. Murphy, P.E.
County Engineer

DALE COUNTY ROAD AND BRIDGE

February 23, 2023

Cheryl Gainey
County Administrator

RE: Landfill Budget Amendment

Dear Cheryl,

I respectfully request to do a budget amendment for the landfill in the amount of \$20,771.60 (additional expense, see attached for breakdown). This work is necessary to perform stormwater correction at the landfill as recommended by Mike Doran of Southeast Environmental Compliance. The work is to be performed by Road and Bridge personnel and equipment.

We also need to amend the budget to add \$35,000.00 in professional services to perform landfill permitting and design work to maximize the landfill's potential. The current landfill permit expires in August of this year.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew W. Murphy".

Matthew W. Murphy
County Engineer

Landfill Stormwater Correction Project
DCP-23-03-23

<u>ID #</u>	<u>Description</u>	<u>Cost</u>	<u>Hours</u>	<u>Total</u>
2341	Dozier	\$ 73.30	50	\$ 3,665.00
2456	Excavator	\$ 82.48	30	\$ 2,474.40
2481	Dump Truck	\$ 73.30	60	\$ 4,398.00
2482	Dump Truck	\$ 73.30	60	\$ 4,398.00
139	Jeff Watson	\$ 21.86	80	\$ 1,748.80
224	Terry Robinette	\$ 17.00	60	\$ 1,020.00
112	Garry Srickland	\$ 17.79	60	\$ 1,067.40
	Seeding Materials			\$ 2,000.00
				<hr/>
				\$ 20,771.60

**FIRST ADDENDUM TO
MEMORANDUM OF AGREEMENT
(Second Renewal)
BETWEEN
DALE COUNTY COMMISSION (DALE COUNTY SHERIFF'S DEPARTMENT)
AND
TROY UNIVERSITY (TROY UNIVERSITY POLICE)**

The Dale County Commission and the Dale County Sheriff's Department, E911 desire to place equipment on the Troy University Radio Tower in Wicksburg (31-12-31.0N 085-36-51.0W) in Houston County.

The full intention of the ADDENDUM is to aid in providing additional Public Safety Communications for multiple Public Safety Entities in Southeast Alabama as this will provide access for E911 to the P25 Radio System already in place.

The Dale County Commission and the Dale County Sheriff's Department will order and pay for a Stress Analysis of the tower which will be provided by Electronic Research Incorporated to assure the tower will pass with respect to the intended loading which will be provided to Troy University by ERI.

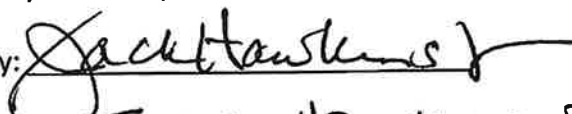
Further, the Dale County Commission and the Dale County Sheriff's Department will purchase and install an additional air conditioner approved by Troy University for the shelter in Wicksburg.

All other actions in the MOA (Second Renewal) remain in force.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LICENSOR:

Troy University

By: 

Name: Jack Hawkins, Jr

Title: Chancellor

LICENSEE:

Dale County Commission

By: Steve McKinnon

Name: Steve McKinnon

Title: Chairman

02-28-23

FY 2023 County Transportation Plan Dale County



Date Approved by the Dale County Commission: August 30, 2022

Date Amended by the Dale County Commission: February 28, 2023

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimate Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount	
			Lat.	Long.	Lat.	Long.	Road Project Improvement	Bridge Project Improvement	Project Length (miles)	Description of Work							
1	RA-DCP 23-02-23	Date CR-1	31.2246	-85.7631	31.2881	-85.7780				X		5.19	Resurfacing and Traffic Striping/Marking CR-1 From SR-167 to US-84	\$650,000.00	\$650,000.00	FAEF	\$650,000.00
2	DCP 23-05-21	Date CR-20	31.3769	-85.5646	31.3757	-85.5228				X		2.64	Widen and Resurface CR 20 from CR 18 East to CR 39	\$896,313.24	\$896,313.24	CRAF	\$89,530.32
4	RA-DCP 23-06-21	Date CR-50	31.5124	-85.6527	31.5189	-85.5863				X		4.43	Resurfacing and Traffic Striping/Marking from SR-123 E. to CR-15	\$686,000.00	\$686,000.00	CRAF	\$686,000.00
5	RA-DCP 23-01-20	Date CR-101 (Harris Rd.)	31.4450	-85.6844	31.4584	-85.6706				X		1.05	Resurfacing and Traffic Striping/Marking from Ozark City Limits N. to SR-27	\$175,000.00	\$175,000.00	CRAF	\$175,000.00
6	DCP 23-01-18	Bond Issue Payment								X			County Wide Chipseal	\$150,000.00	\$150,000.00	CRAF	\$150,000.00
7	DCP 23-09-21	County Wide								X			County Wide Striping With County Forces	\$100,000.00	\$100,000.00	CRAF	\$100,000.00
8		Road Building Materials											Transfer to Road Building Materials	\$150,000.00	\$150,000.00	CRAF	\$150,000.00
9	RA-DCP 23-04-23	Rebecca Lane	31.4594	-85.6827	31.4632	-85.6829				X		0.38	Resurfacing and Traffic Striping/Marking from CR-21 to Ozark CL	\$50,000.00	\$50,000.00	CRAF	\$50,000.00
Totals/Page Totals																	
											Total CTP Estimated Costs	\$2,656,313.24	\$0.00	\$2,656,313.24	Total CRAF/FAEF Remaining Estimated	\$530,669.68	\$50,000.00

CR-20 had an expense of \$93,303.21, with 90% reimbursed by ALDOT. Net cost for CR-20 was \$9,330.32. CR-50 was combined from two projects into one project.