



Dale County Commission

Commission Meeting Minutes – June 13, 2023

The Dale County Commission convened in a regular session Tuesday, June 13, 2023. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District 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 Carroll opened with prayer. Commissioner Wilson followed with the Pledge of Allegiance.

APPROVED – AGENDA, MINUTES, & MEMORANDUM OF WARRANTS

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

Memorandum of Warrants:

- Accounts Payable Check Numbers 96315 – 96487.
- Payroll Check Numbers: 154912 – 154915.
- Direct Deposit Check Numbers: 425097 - 425239.

Minutes: Commission Meeting of May 23, 2023.

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

APPROVED - PERSONNEL

Commissioner Enfinger made a motion to approve the following:

- Mason Maxwell Lafferty – New Hire - Custodian - Maintenance
- Britney Nicole Johnson – New Hire – Custodian - Maintenance

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

APPROVED – EMPLOYEE TRAVEL

Commissioner Wilson made a motion to approve the following:

- Road & Bridge – Matt Murphy, Andrew Faulk, Christian Bostrom – October 11-12, 2023 – Bridge Inspection Refresher Training – Alexander City, AL \$586.14

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

APPROVED – SELECT SERVICE LOCAL BOARD

Commissioner Carroll made a motion to approve the following recommendation for service to the Select Service Local Board: Gregory Siegfried and Lee Colby Scott.

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

APPROVED – FUND 151, JAIL AD VALOREM

Commissioner Grantham made a motion to approve the expenditure and budget amendment of the following from Fund 151, Jail Ad Valorem. See Exhibit 1.

- Fencing at jail
- Kitchen cabinets at jail

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

APPROVED – ADEM GRANT – RIGHT OF WAY REMEDIATION

Commissioner Wilson made a motion to approve a Solid Waste ADEM Grant for Right of Way Remediation. See Exhibit 2.

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

APPROVED – CONTRACT – RA-DCP-23-01-20 – CR 101

Commissioner Grantham made a motion to approve the contract with Wiregrass Construction Co., Inc. for Rebuild Resurfacing Project, RA-DCP-23-01-20, CR 101 (Harris Rd). See Exhibit 3.

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

APPROVED – WORK REQUEST – CITY OF OZARK

Commissioner Carroll made a motion to approve the work request from the City of Ozark regarding CR 101 (Harris Road). See Exhibit 4

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

APPROVED – ARPA – R&B OFFICE ADDITION CONTRACT

Commissioner Grantham made a motion to approve a contract with Hughes Construction for the ARPA R&B Office Addition project. ARPA Resolution- see Exhibit 5.

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

APPROVED – ARPA – DALE CO MEDICAL BUILDING DEMOLITION

Commissioner Grantham made a motion to approve resolutions for the demolition of a building for Dale County Medical Center. See Exhibit 6.

1. Revenue Replacement Resolution
2. Resolution to Perform Demolition & Landfill Services
3. Assistance Agreement & Temporary Easement

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

APPROVED – ARPA – DALE CO MEDICAL BUILDING DEMOLITION

Commissioner Carroll made a motion to approve the contract with Hopper Moore, Inc. for the demolition of a building for Dale County Medical Center. See Exhibit 7.

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

APPROVED – 2022 INSOLVENTS, ERRORS, LITIGATION & UNSOLD TAX LIENS

Commissioner Wilson made a motion to approve the 2022 Insolvents, Error, Litigation and Unsold Tax Liens presented by the Revenue Commissioner. See Exhibit 8.

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

APPROVED – ARPA – IAC REVIEW – R&B FUEL SYSTEM

Commissioner Grantham made a motion to approve the IAC review for possible ARPA expenditures for a fuel system at the Road & Bridge shop.

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, June 27, 2023, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Enfinger 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

AIF AMERICAN IMPERIAL FENCE, INC.

Fencing the Southeast

REMITTANCE ADDRESS

PO Box 808
Ozark, AL 36381
(334) 774-3929 (p)
(334) 445-1939 (f)

E-MAIL

office@aifinc.co

WEBSITE

AIFinc.co

CUSTOMER NAME Dale County Sheriff Office		PHONE	PHONE / FAX
ADDRESS	CITY	STATE	ZIP CODE
INSTALLATION ADDRESS / DIRECTIONS Impound Facility		E-MAIL	
		JOB NO	DATE 4 April 23

SPECIFICATIONS:

Total Height: 5

Posts Spaced: 10'

Fence Style: Business Chain Link

Fabric Gauge: 9

Top Rail or Top Cable: 1 1/2" x 1/8" O.D.

Line Post: 1 3/8" x 1/2" O.D.

End Post: 2 3/8" x 1/2" O.D.

Corner Post: 2 3/8" x 1/2" O.D.

Walk Gate Posts: 2 3/8" x 1/2" O.D.

Drive Gate Posts: — O.D.

Gate Frames: 1 5/8" O.D.

FENCE DIAGRAM:

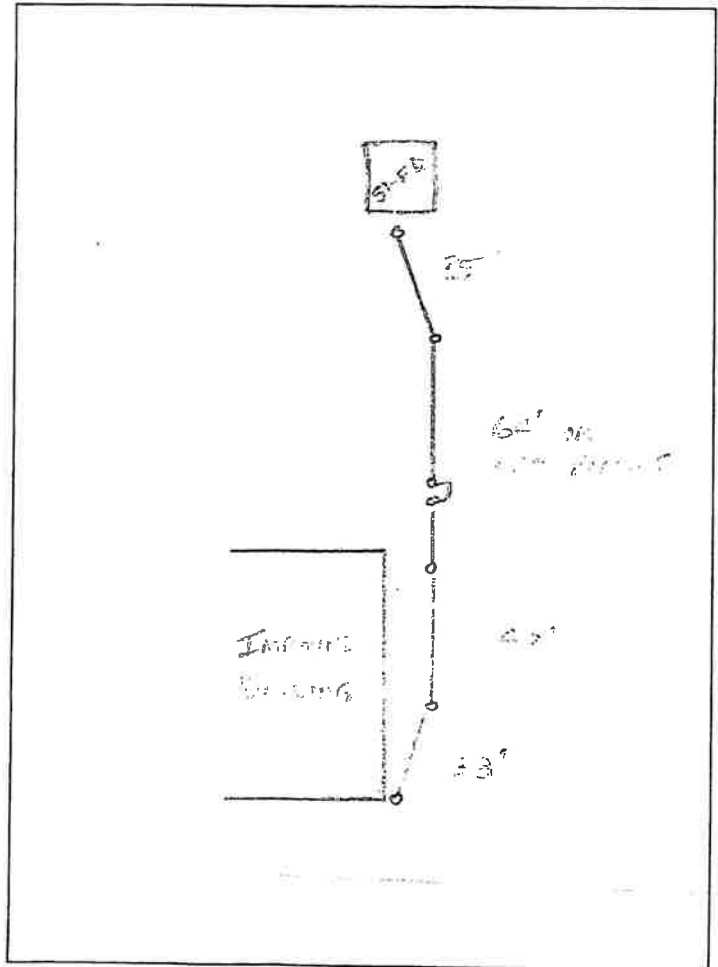
TIE-ON: BUILDINGS:

FENCE LINE TO BE ERECTED: TERMINAL POST: SINGLE GATE:

EXISTING FENCE: **XXX** DOUBLE GATE:

FENCE TO: A. Follow Slope of Ground B. Keep Fabric Tight to Ground C. Be Level with Highest Grade D. Be Level with Lowest Grade E. Be Level and Split the Grade

QTY	UNIT	DESCRIPTION	SUBTOTAL
177	LF	LINE OF FENCE	
5	EA	END / CORNER POSTS	
2	EA	GATE POSTS	
0	LF	BARBED / RAZOR WIRE	
1	EA	SINGLE GATE - <u>4</u> FT	
0	EA	DOUBLE GATE - <u> </u> FT	
177	LF	TENSION CABLE	
0	EA	TIE-ON TO EXISTING FENCE	
0	LF	SITE CLEARING	
0	LF	REMOVE EXISTING FENCE	
0	EA	PERMIT FEE	
TOTAL CONTRACT PRICE:			\$517



TERMS: CASH OR CHECK DUE UPON COMPLETION

ESTIMATED BY: C. Smith

CUSTOMER SIGNATURE: _____

Quotation valid for 7 days

WHITE - Office; GREEN - Sales; PINK - Operations; YELLOW - Customer

Southern Installations Cabinet Shop, LLC

1471 W. Roy Parker Road
Ozark, AL 36360

Exhibit 1

Estimate

Date	Estimate #
5/16/2023	697

Name / Address
DALE COUNTY COMMISION JAIL CABINET

			Project
Description	Qty	Rate	Total
Cabinets & Vanities		2,500.00	2,500.00
		Total	\$2,500.00

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

CONTRACTUAL AGREEMENT BETWEEN
DALE COUNTY COMMISSION
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between Dale County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for the collection, management, disposal, and/or offering for beneficial use of regulated solid waste, funded by the Solid Waste Fund, for worked performed within the State of Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A, and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$150,000 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices per the Alabama Environmental Permitting and Compliance System (AEPACS) on an "as needed" basis to the Department for actual cost incurred. The final invoice shall be submitted within thirty (30) days of the expiration of this Agreement.

C. For items with a value from \$1,000.00 to \$24,999.99, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-4-110 et. seq. of the Code of Alabama, as amended.

D. This agreement may be terminated or suspended in whole or in part in writing by the Department in the event of substantial failure by the Contractor to fulfill its obligations under the agreement. Termination of the agreement will be controlled by the terms of Section 4 below. A suspension of the agreement may not be effected unless the Contractor is given: (i) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to suspend; and (ii) an opportunity for consultation with the suspending party prior to the suspension.

Upon receipt of a notice of termination pursuant to Section 4 or suspension under Paragraph D of this Section, the Contractor shall: (i) promptly discontinue all effected work (unless the notice directs otherwise), and (ii) deliver or otherwise make available to ADEM all data, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the county in performing the contract, whether completed or in process. The Contractor shall be entitled to compensation for satisfactory work completed under the agreement.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate on September 30, 2026. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the Solid Waste Fund and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age, or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared, and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records, and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Dale County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Dale County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Dale County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

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

21. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

22. Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and the principals are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this contract may result in the rejection of this proposal or termination of the award.

23. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

DALE COUNTY COMMISSION

By: 
Steve McKinnon,
County Commission Chairman

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: 
Lance R. LeFleur
Director


As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 13th day of June, 2023.

ATTACHMENT A**SCOPE OF SERVICES**

This Scope of Services applies to the collection, management, recycling, and disposal of regulated solid waste funded by the Alabama Solid Waste Fund. The associated contractual agreement shall reimburse expenses associated with the services described below up to **\$150,000** for the duration of the contract or until the contract is otherwise modified or terminated.

The Dale County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies, and any other items or activities related to providing the following services:

1. The collection of non-hazardous regulated solid waste (as defined by ADEM Admin. Code r. 335-13), to exclude scrap tires and scrap tire materials, from county right-of-way locations [Note: The collection and proper disposition of scrap tires and scrap tire materials may be managed under the Scrap Tire Right-of-Way Program in Sections 1 and 4 of the program's Scope of Services.]:
 - A. The collection or removal of hazardous waste (as defined in ADEM Admin. Code r. 335-14) is strictly prohibited under this scope of service. If hazardous waste is discovered during the execution of a project, the project shall be halted and the waste reported to the Department immediately for its consideration.
 - B. To be eligible for reimbursement under this scope of services, the above-referenced locations (sites) must contain a minimum of five (5) cubic yards of regulated solid waste but not more than 25 cubic yards of regulated solid waste and fall within a 100-foot radius of the centerline of the county road. All qualifying sites must be submitted to the Department for approval with location information (such as addresses, road names, and GPS coordinates) and photographic evidence before remediation can take place.
 - C. Only those qualified and approved sites, as per Section 1.B, located on the county right-of-way can be addressed under this scope of service.
2. Upon project completion, all regulated solid waste collected from the county right-of-way site shall be transported to an approved landfill unit or legitimate recycling facility as approved by the Department.
3. The County may establish monitored collection center(s) (i.e. roll of containers) for regulated solid waste collected from the ROWs within its jurisdiction. Such collection centers will be subject to prior approval by the Department and will be subject to certain requirements and limitations.
4. The County will conduct site restoration activities to minimize erosion in those areas where soils have been disturbed by heavy machinery, if required.
5. The County will submit to the Department, after each project completion in the corresponding quarter, a Payment Request and supporting documentation for the

collection, management, recycling, or disposal of all collected regulated solid waste from the county right-of-way:

- A. The County shall use the Alabama Environmental Permitting and Compliance System's (AEPACS) external portal to receive and submit all documentation associated with this program going forward (see Condition 4.B.). All counties, County Commissioners, and their authorized representatives enrolled in the Unauthorized Dump Right-of-Way Program will be given access to the AEPACS portal and instructions on how to use the external portal to complete and submit their required documentation.
 - B. The payment request must include, at a minimum, the following: appropriate disposal and recycling receipts, labor and equipment breakdown and costs, current industry standard equipment rates,, post-remediation photography, and any documents deemed by the Department to be relevant to the clean-up, recycling, or disposal of regulated solid waste.
 - C. The Department will neither accept nor approve payment requests submitted outside of the current fiscal year unless submitted for the fourth quarter of that current fiscal year.
 - D. Project reimbursement must be submitted within the quarter or no more than 30 days after which the work was completed.
6. The Department reserves the right to withhold reimbursement for any services deemed unrelated to the collection, management, recycling, and disposal of regulated solid waste such as overtime or weekend hours, supplementing of county employee salary, unreasonable equipment or employee costs, or any other cost deemed by the Department to be unrelated to the collection, disposal, and recycling of regulated solid waste. The Unauthorized Dump Right-of-Way Program was established as a courtesy to help counties offset the costs associated with the removal of regulated solid waste found along their county right-of-ways. Before submitting a Payment Request, the responsible county personnel should contact the Department with questions regarding acceptable reimbursements.

This agreement shall remain valid from the date of execution of the interagency cooperative agreement until September 30, 2026.

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



Matthew W. Murphy, P.E.
County Engineer

DALE COUNTY ROAD AND BRIDGE

May 23, 2023

Wiregrass Construction Company, Inc
P.O. Box 48
Ariton, AL 36311

Re: RA-DCP 23-01-20
Resurfacing CR-50, CR-101, Rebecca Ln, CR-1
Dale County

Dear Sir/Madam:

Dale County Commission has this date awarded you the contract for the above referenced project.

The following documents are to be returned to this office within fifteen (15) days from the date this contract is presented to you:

- Executed Contract
- Performance Bond
- Labor & Material Payment Bond

If you have any questions, or need additional information, please advise.

Sincerely,

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

Matthew W. Murphy
County Engineer



County Rebuild Alabama Fund ACEA Project Specific Contract



CONTRACT

THIS AGREEMENT made and entered into this 23rd day of May 2023, by and between DALE COUNTY, ALABAMA, a political subdivision of and Body Corporate in the State of Alabama, party of the first part (hereinafter called the COUNTY) and WIREGRASS CONSTRUCTION COMPANY, INC., party of the second part (hereinafter called the CONTRACTOR), WITNESSETH:

WHEREAS, the COUNTY desires the improvement and construction of a certain road hereinafter more particularly described and the CONTRACTOR desires to furnish and deliver all materials and to do and perform all the work and labor for the said purpose; and

WHEREAS, the County has awarded the contract in compliance with Title 39 of the Code of Alabama and the Rebuild Alabama Act, Act No. 2019-2; and

WHEREAS, The County certifies the following source of funds and their availability for the County's obligations under this contract:

Source of Sufficient Funds

X County Funds
 Grant Funds
 Other Funds _____

Availability of Funds

X Above funds are held by Dale County at contract execution
 Above funds will become available following contract execution

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The CONTRACTOR promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement and construction of a road in, DALE COUNTY, known as PROJECT NUMBER RA-DCP-23-01-20 in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Supplemental Specifications) prepared (or approved) by the Dale County Engineer, the originals of which are on file in the Office of the County Engineer of

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Project Specific Contract



PAGE TWO OF CONTRACT

Dale County, and which said Plans and Specifications, Notice to Contractors, Bid Documents, and the Proposal (copy attached) are hereby made a part of this Agreement as fully and to the same effect as the same had been set forth at length in the body of this Agreement.

2. The COUNTY agrees and promises to pay to the CONTRACTOR for said Work in compliance with the provisions of Rebuild Alabama Act, Act No. 2019-02, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, when completed in accordance with the terms set forth in this Contract, which includes the Bid Items & Specifications, Bid Proposal, Insurance Requirements, Bid Bond, Performance Bond, Payment Bond; upon the terms and at the price as set forth in the Bid Proposal, payments made as provided in said Bid Items & Specifications upon presentation of the proper certificates of Dale County.
3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the County Engineer of Dale County or his representatives.
4. The decision of the County Engineer of Dale County upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said CONTRACTOR shall be final and conclusive.

IN WITNESS WHEREOF, DALE COUNTY has caused these present to be executed by Steve McKinnon, CHAIRMAN of the DALE COUNTY COMMISSION AND WIREGRASS CONSTRUCTION COMPANY, INC., THE CONTRACTOR,

(Name of Contractor)

has hereto set his/her hand and seal this day and year above written.

THE DALE COUNTY COMMISSION OF
DALE COUNTY, ALABAMA

By: Steve McKinnon
Chairman

Attest:

Cheryl Kasey
(County Administrator)

(SEAL)

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Project Specific Contract



NAME OF CONTRACTOR: WIREGRASS CONSTRUCTION COMPANY, INC.
(Individual, Partnership, Joint Venture or Corporation)

ALABAMA CONTRACTOR'S LICENSE NUMBER: 5957

By: *James Owens*
(Contractor's Signature)

James Padget
(Witness)

(Print Name) **James Owens**
Vice President

(Print Name) **Jamey Padget**
Assistant Secretary

(Title)

(Title)

By: _____
(Contractor's Signature)

(Witness)

(Print Name)

(Print Name)

(Title)

(Title)

By: _____
(Contractor's Signature)

(Witness)

(Print Name)

(Print Name)

(Title)

(Title)

I, Jamey Padget, certify that I am the Asst. Secretary
(Name) (Title)

of the Corporation named as Contractor herein, that James Owens who
(Name of person signing for contractor)

signed this Contract on behalf of the Contractor, was then Vice-President of
(Title of Person Signing)

said Corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

(Corporate Seal)

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Project Specific Contract



STATE OF ALABAMA]
COUNTY OF DALE]

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that James Owens whose name as Vice-President (Name of Person Signing Contract) (Title of Person Signing) of WIREGRASS CONSTRUCTION COMPANY, INC. a corporation, is signed to the foregoing (Name of Individual, Partnership, Joint Venture or Corporation) instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

Given under my hand and Official Seal this the day of _____, 2023.

NOTARY PUBLIC, Dale COUNTY, ALABAMA (NOTARY SEAL)
[Signature]
My commission expires _____
MY COMMISSION EXPIRES 8-11-2025

STATE OF ALABAMA]
COUNTY OF DALE]

I, Linda June Miller, a Notary Public in and for said State and County, hereby certify that Steve [Signature] and Cheryl [Signature] whose names as President/Chairman and Administrator, respectively, of the DALE COUNTY COMMISSION OF DALE COUNTY, a body corporate and politic, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the day of 13th June, 2023.

Linda June Miller
NOTARY PUBLIC, Dale COUNTY, ALABAMA
11-14-2024
My commission expires _____



County Rebuild Alabama Fund ACEA Project Specific Contract



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Wiregrass Construction Company, Inc.
8974 N. US Hwy 231, Ariton, AL 36311

(Insert here the name & address of legal title of the Contractor)

hereinafter called the Principal, and

Western Surety Company and Liberty Mutual Insurance Company

151 N. Franklin Street, Chicago, IL 60606 and 175 Berkeley Street, Boston, MA 02116

(Insert here the name and address of legal title of one or more sureties)

hereinafter called the Surety or Sureties, are held and firmly bound unto the Dale County Commission, a political subdivision of and Body Corporate in the State of Alabama, hereinafter called the Owner in the penal sum of **One Million Three Hundred Ten Thousand Three Hundred Ninety-Nine and 16/100 Dollars (\$1,310,399.16)** for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated May 23, 2023
(Date of Contract)

entered into a contract with the Owner for:

RA-DCP-23-01-20

which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner, its officers, appointees, employees, and agents from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Project Specific Contract



PERFORMANCE BOND
Page 2 of 2

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the
23rd day of May, 2023, pursuant to the authority of the governing body of each of our
respective parties.

NAME OF CONTRACTOR: WIREGRASS CONSTRUCTION COMPANY, INC.
(Individual, Partnership, Joint Venture or Corporation)

By: *James Owens*
(Contractor's Signature)

James Owens
(Print Name) **Vice President**

(Title)

Darryl Padgett
(Witness)

Jamey Padgett
(Print Name) **Assistant Secretary**

(Title)

By: _____
(Contractor's Signature)

(Print Name)

(Title)

(Witness)

(Print Name)

(Title)

By: _____
(Contractor's Signature)

(Print Name)

(Title)

Western Surety Company and
Liberty Mutual Insurance Company

NAME OF SURETY
Renee Ellis

By: ATTORNEY-IN-FACT Renee Ellis
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Renee Ellis, License No. 041779

Producer's Name License No.
2601 Beli Road, Montgomery, AL 36117
Address

(Witness)

(Print Name)

(Title)

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and
Complete address below including
PRODUCER'S COMPANY

Renee Ellis

Turner Insurance & Bonding Company

2601 Bell Road, Montgomery, AL 36117

PRODUCER'S COMPANY

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Project Specific Contract



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Wiregrass Construction Company, Inc.

8974 N. US Hwy 231, Ariton, AL 36311, as Principal,

(Insert here the name & address of legal title of the Contractor) and Western Surety Company and Liberty Mutual Insurance Company
151 N. Franklin Street, Chicago, IL 60606 and 175 Berkeley Street, Boston, MA 02116

(Insert here the name and address of legal title of one or more sureties)

as Surety, are held and firmly bound unto said Dale County Commission, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of **One Million Three Hundred Ten Thousand Three Hundred Ninety-Nine and 16/100 Dollars (\$1,310,399.16)** lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated MAY 23, 2023. (Hereinafter called the Contract) for
(Date of Contract)

RA-DCP-23-01-20

which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, The Condition of this Obligation is such that if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Project Specific Contract



PAYMENT BOND
Page 2 of 3

(b) The Principal and Surety hereby designate and appoint the President/Chairman of the County Commission of Dale County, Dale County, State of Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding, thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to §39-1-1 of The Code of Alabama, 1975 edition.

The remaining on this page is intentionally left blank.

Bidder's Initials: _____



County Rebuild Alabama Fund ACEA Project Specific Contract



PAYMENT BOND
Page 3 of 3

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 23rd day of May, 2023, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: Wiregrass Construction Company, Inc.
(Individual, Partnership, Joint Venture or Corporation)

By: *James Owens*
(Contractor's Signature)

James Owens
(Print Name) Vice President
(Title)

By: _____
(Contractor's Signature)

(Print Name)

(Title)

By: _____
(Contractor's Signature)

(Print Name)

(Title)

Western Surety Company and
Liberty Mutual Insurance Company

NAME OF SURETY-

By: *Renee Ellis*
ATTORNEY-IN-FACT Renee Ellis

Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Renee Ellis, License No. 041779

Producer's Name License No.
2601 Bell Road, Montgomery, AL 36117

Address

Jamey Padgett
(Witness)

Jamey Padgett
(Print Name) Assistant Secretary
(Title)

(Witness)

(Print Name)

(Title)

(Witness)

(Print Name)

(Title)

NOTICE TO INSURANCE PRODUCER:

Please print or write legibly your name and
Complete address below including
PRODUCER'S COMPANY

Renee Ellis

Turner Insurance & Bonding Company

2601 Bell Road, Montgomery, AL 36117

PRODUCER'S COMPANY

Bidder's Initials: _____

Western Surety Company

Exhibit 3

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.



WESTERN SURETY COMPANY

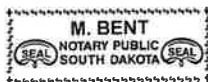
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of May, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206786-016010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Billie Jo Sanders; David J. Durden; Joshua Price; Milton A. Kopf; Paul B. Scott Jr.; Renee Ellis; Thomas J. Gentile

all of the city of Montgomery state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 10th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of May, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Work Request Form

Dale County Road & Bridge Department

Government Entity: City of Ozark

Date Requested: 6/13/2023

Requested by: Ryan Campbell

Project Location: Harris Road - inside City Limits

Description of Work: Pave Road

Cost Estimate: \$30,000.00

(to be completed by County
Engineer and/or personnel)

Road and Bridge Reimbursement Options:

 X

1. 100% by the requesting entity
2. 50% General Fund /50% requesting entity
3. 100% by the General Fund

Commission Meeting Date: 06-13-23

Approved (Y/N): yes

NOTE: Responsible party will be invoiced the actual county cost for labor, equipment use and materials. Equipment use cost is based on Blue Book rates.

CONTRACT

THIS AGREEMENT shall be made and entered into this 8th day of June, 2023 by and between the CITY of Ozark, Alabama and Dale County Commission, 202 Hwy 123, Ste. A, Ozark, Alabama 36360.

WHEREAS:

The City of Ozark agrees to reimburse the Dale County Commission the construction cost for the resurfacing of approximately 0.19 miles of Harris Road located within the city limits for an amount up to \$30,000.00 as approved at City Council meeting on April 4, 2023. The City agrees to reimburse the Dale County Commission based off the following contract prices:

- 1. Tack Coat - \$5.00/gal
- 2. Plant Mix Wearing Surface - \$100/ton
- 3. Solid Temp. Traffic Stripe - \$1,056/mi

All said work shall be done in accordance with the laws of the State of Alabama.

CITY OF OZARK, ALABAMA

[Signature]
City of Ozark, Mayor

6-8-2023
Date

[Signature]
City Clerk

6-8-2023
Date

DALE COUNTY, ALABAMA

[Signature]
Dale County Commission, Chairman

06-13-23
Date

[Signature]
Clerk

06-13-23
Date

**CITY COUNCIL MEETING
OZARK, ALABAMA
TUESDAY, APRIL 4, 2023**

The City Council of the City of Ozark, Alabama, met in Regular Session in the Council Chamber of the Municipal Complex at 5:30 P.M. on Tuesday, April 4, 2023. Upon roll call the following members were present:

Present: Mark Blankenship, Mayor
Brenda Simechak, Council President, Place No. 4
Leah Harlow, Councilmember, Place No. 1
Les Perault, Councilmember, Place No. 2
Winston T. Jackson, Councilmember, Place No. 3
Stanley Enfinger, Councilmember, Place No. 5

Absent:

Also present: Chris Peters, who acted as clerk of the meeting, Denise Strickland, PSD Charles Ward, Joseph McNabb, and Joe Adams.

Councilmember Harlow gave the prayer followed by Mayor Blankenship leading everyone in the Pledge of Allegiance.

The Council having read the minutes from the Regular Council Meeting held on March 21, 2023 President Simechak asked the wishes of the Council. Councilmember Jackson made a motion to approve the minutes of the Regular Council Meeting held on March 21, 2023, which motion was seconded by Councilmember Perault. The Council voted unanimously in favor thereof.

Council President Simechak advised the Council that it was time to set the Agenda. Councilmember Harlow made a motion to set the Agenda removing the Lease for J & H Janitorial from Item #9, which motion was seconded by Councilmember Jackson. The Council voted unanimously in favor thereof.

Councilmember Enfinger made a motion to award the bid for the Sale of Timber at the Black Forest Industrial Park to Strickland Timber Co. in the amount of \$10,001.50, which motion was seconded by Councilmember Perault. The Council voted unanimously in favor thereof.

Councilmember Jackson made a motion to Authorize the Mayor to execute an agreement with the Dale County Commission not to exceed \$30,000 for paving a portion of Harris Road inside the City Limits, which motion was seconded by Councilmember Enfinger. The Council voted unanimously in favor thereof.

Councilmember Harlow made a motion to approve adding a Tipping Fee of \$10 per month for residential customers with additional garbage cans beginning June 1, 2023, which motion was seconded by Councilmember Jackson. The Council voted unanimously in favor thereof.

**RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT
REVENUE REPLACEMENT 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 construct a new county-owned shop facility to support its Engineering Department to facilitate governmental services for its citizens ("Project"); and

WHEREAS, the County has previously engaged Poly, Inc. to perform full architectural and engineering services for the Project, allocating up to \$60,000, to cover these costs; and

WHEREAS, the terms and conditions of the contract with Poly, Inc. provided, in addition to payment for architectural and engineering services, payment for additional Reimbursable Expenses, including, payments for surveys and bid advertisement costs; and

WHEREAS, the costs for Reimbursable Expenses have now been established, and additional funding is needed to cover said expenses; and

WHEREAS, the County issued an Invitation to Bid in accordance with the Public Works Law, codified under Title 39 of the Code of Alabama (1975); and

WHEREAS, Hughes Construction Services, LLC submitted a bid, which was publicly opened on the April 25, 2023, to construct the Project; and,

WHEREAS, after review of the bid and verification of compliance with administrative requirements as set forth in the Public Works Law, the County has elected to engage Hughes Construction Services, LLC to provide all materials and services necessary for the construction of the Project;

WHEREAS, the County Commission is satisfied that the process followed in procuring these services was in substantial compliance with the Public Works Law; and

WHEREAS, the County has identified the vendors from which to procure these services in a manner consistent with federal and state laws and guidelines as it relates to the expenditure of Revenue Replacement funds.

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

- 1) The County shall use up to \$663,603.62 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein. Specifically, the County allocates these funds as follows:
 - a. \$599,000 to Hughes Construction Services, LLC for construction of the Project; and
 - b. An additional \$4,063.62 to Poly, Inc. to cover remaining anticipated costs associated with the construction phase of this project, not to exceed a cumulative total of \$64,063.62.
- 2) The County hereby resolves to enter into a contract, attached hereto as Addendum 1, with Hughes Construction Services, LLC, for the construction of this Project.
- 3) The County Administrator is hereby authorized to expend these funds as described herein from the designated vendors in support of this Project.
- 4) 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.
- 5) 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 13th day of June 2023.



Steve McKinnon
Chairman, Dale County Commission

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

WHEREAS, Dale County, Alabama ("the County") has received American Rescue Plan Act 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, 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, Revenue Replacement funds may be used for the purpose of providing government services, including support of a local healthcare authority in furtherance of its objectives; and

WHEREAS, consistent with the final rule, the County may also charge administrative costs, such as bid or completion advertisement costs, used to facilitate government services; and

WHEREAS, consistent with Alabama Code (1975) §11-62-16, the County may do any and all things not otherwise prohibited by law that are necessary or convenient to aid and cooperate with a local healthcare authority to attain its statutory objectives; and

WHEREAS, the Dale County Healthcare Authority has been recently deeded a lot adjacent to the hospital property, Tax Parcel Number 26 06 08 34 2 023 022.000, ("Property") which, after demolition of the existing structure and removal of materials to a landfill, can be repurposed for parking in support of the hospital's objectives; and

WHEREAS, the County has made a determination that providing for demolition of the existing facility and landfill services on the Property on behalf of the Dale County Healthcare Authority is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services; and

WHEREAS, the County issued an Invitation to Bid in accordance with the Public Works Law, codified under Title 39 of the Code of Alabama (1975) for demolition services; and

WHEREAS, this Invitation to Bid was duly advertised in a newspaper of local circulation, The Southern Star, Inc., for three consecutive weeks; and

WHEREAS, Hopper Moore, Inc. submitted a bid, which was publicly opened on May 22, 2023, for demolition services on the property, and was accepted by the Commission at its next regular meeting on May 23, 2023, as the lowest responsive and responsible bid for this project; and,

WHEREAS, consistent with Code of Alabama (1975) § 39-5-1, the County Commission hereby certifies that the process followed in procuring these demolition services was in substantial compliance with the Public Works Law; and

WHEREAS, the County also issued an Invitation to Bid in accordance with Alabama's Competitive Bid Law, codified as Code of Alabama (1975) §§ 41-16-50, *et seq.*, for landfill services to deposit the materials from the demolition project; and

WHEREAS, Rose Hill Landfill submitted a bid, which was publicly opened on April 25, 2023, for demolition services on the property, and was accepted by the Commission, as the lowest responsible bid for landfill services; and,

WHEREAS, the County has identified the vendors from which to procure these services in a manner consistent with federal and state laws and guidelines as it relates to the expenditure of Revenue Replacement funds.

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

1) The County shall use up to \$66,000.00 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein. Specifically, the County allocates these funds as follows:

- a. \$44,500.00 to Hopper Moore, Inc. for demolition services; and
- b. Up to \$20,000.00 to Rose Hill Landfill for landfill services; and
- c. The remaining balance of \$1,500 may be utilized for bid and completion advertisement costs in a newspaper of local circulation, including \$775.70 to The Southern Star, Inc., already incurred, as required by the Public Works Law.

2) The County hereby resolves to enter into a contract, attached hereto as Addendum 1, with Hopper Moore, Inc., for the demolition of the existing building.

3) The County Administrator is hereby authorized to expend these funds as described herein from the designated vendors in support of this Project.

4) 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.

5) 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 13th day of June, 2023.



Steve McKinnon
Chairman, Dale County Commission

RESOLUTION TO PERFORM DEMOLITION AND LANDFILL SERVICES ON BEHALF OF THE DALE COUNTY HEALTHCARE AUTHORITY USING AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, Dale County, Alabama ("the County") has received American Rescue Plan Act 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, 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, Revenue Replacement funds may be used for the purpose of providing government services, including support of a local healthcare authority in furtherance of its objectives; and

WHEREAS, consistent with Alabama Code (1975) §11-62-16, the County may do any and all things not otherwise prohibited by law that are necessary or convenient to aid and cooperate with a local healthcare authority to attain its statutory objectives; and

WHEREAS, the Dale County Healthcare Authority has been recently deeded a lot adjacent to the hospital property, Tax Parcel Number 26 06 08 34 2 023 022.000, ("Property") which, after demolition of the existing structure and removal of materials to a landfill, can be repurposed for parking in support of the hospital's objectives; and


WHEREAS, the County has made a determination that providing for demolition of the existing facility and landfill services is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services.

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

- 1) The County will, on behalf of the Dale County Healthcare Authority, have the existing building located on the Property demolished and have all remaining materials removed from the Property and deposited into a landfill, utilizing ARPA funds so designated as Revenue Replacement funds.
- 2) Work to be provided by the County is subject to execution of an assistance agreement consistent with this resolution and the granting of an easement by the Dale County Healthcare Authority to allow for the County to complete the work.
- 3) The Chairman is hereby authorized to negotiate and execute an assistance agreement with the Dale County Healthcare Authority consistent with this resolution and the terms and conditions of the County's ARPA award.
- 4) Upon execution of the Assistance Agreement, the County Engineer is hereby authorized to authorize and oversee the work of engaged contractors to perform the work contemplated herein in accordance with the terms of this Resolution and the executed agreement.

5) 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.

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 13th day of June 2023.



Steve McKinnon
Chairman, Dale County Commission

**ASSISTANCE AGREEMENT AND TEMPORARY EASEMENT
DALE COUNTY HEALTHCARE AUTHORITY DEMOLITION AND LANDFILL PROJECT
COVER SHEET**

Entity Name Dale County Healthcare Authority		Unique Entity Identifier/ TIN	Project Number for This Agreement 01045-061-230411-0017
Entity Address 126 Hospital Ave Ozark, Alabama 36360		Entity Point of Contact Vernon Johnson, CEO	Point of Contact Email Address Vernon.Johnson@dalemedical.org
Total Value of Federal Funds Provided to the Entity Up to \$66,000		County Point of Contact Cheryl Ganey, County Administrator 202 Hwy 123 South Suite C Ozark, AL 36360 cganey@dalecountyal.gov	
Federal Award Project Description: This project is to provide demolition of an existing building and landfill services on a lot adjacent to, and owned by, a local healthcare authority. It is the intention that this lot will be used to provide additional parking for the hospital.		Expenditure Category (EC) 6.1	
Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Assistance Listing CFDA Number and Name 21.027 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS	County Federal Award Identification Number (FAIN) SLFRP3270	

**ASSISTANCE AGREEMENT AND TEMPORARY EASEMENT
BETWEEN
DALE COUNTY, ALABAMA
AND
DALE COUNTY HEALTHCARE AUTHORITY
FOR**

**Demolition of Building and Landfill Services on behalf of
Health Care Authority to Provide for Parking for Local Hospital
Utilizing American Rescue Plan Act Revenue Replacement Funding**

THIS ASSISTANCE AGREEMENT (THE "AGREEMENT") is entered into this **13TH day of June, 2023**, by and between Dale County, Alabama (herein called the "County") and Dale County Healthcare Authority (herein called the "Authority")

WHEREAS, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"), which, in accordance with the Final Rule issued by Treasury on January 6, 2022, have been duly designated as revenue replacement funds ("revenue replacement funds"); and

WHEREAS, these public funds may be used for the purpose of providing government services, including support of a local healthcare authority in furtherance of its objectives; and

WHEREAS, consistent with Alabama Code (1975) §11-62-16, the County may do any and all things not otherwise prohibited by law that are necessary or convenient to aid and cooperate with a local healthcare authority to attain its statutory objectives; and

WHEREAS, the Authority has been recently deeded a lot adjacent to the hospital property, Tax Parcel Number 26 06 08 34 2 023 022.000, ("Property") which after demolition of the existing structure and removal of materials to a landfill ("Project"), can be repurposed for parking in support of the hospital; and

WHEREAS, the County has made a determination that providing demolition of the existing facility and landfill services is a reasonable, appropriate, and lawful expenditure; and

WHEREAS, the Authority agrees to provide the County with a temporary easement for the purposes of completing the Project.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Purpose of the Assistance Agreement

The purpose of this Agreement is to support the repurposing of an existing lot to provide for parking for the local hospital. Specifically, an existing structure on the lot will be demolished, with remaining materials to be hauled and disposed in a landfill by the County. The intention is that the Authority will then utilize the empty lot for parking for the hospital.

B. Scope of Work by County

The County has met all state and federal procurement requirements, as applicable, for the demolition of the existing structure on the lot and to deposit the materials into a landfill. The County will supervise the Project, to be provided by qualified, licensed contractors. All costs associated with the demolition and landfill services shall be borne by the County.

C. Responsibilities of the Authority

The Authority will provide for ingress and egress of the Property for the County and its hired contractors. At all times before and after the Project has commenced, the Authority will maintain the Property in reasonably good condition in accordance with its own policies. Following completion of the Project, the Authority shall utilize the facility to provide parking or to facilitate any other objective of the Authority as allowed by law.

D. Period of Performance

This agreement shall commence on June 13, 2023. The terms of this Agreement and the provisions herein shall continue until the Project has been completed, and the County has verified the same in writing to the Authority. At a minimum, all activities must comply with the period of performance as outlined by Treasury including, but not limited to:

- All funds obligated by December 31, 2024;
- All funds spent by December 31, 2026;
- Project costs incurred prior to March 3, 2021, are ineligible;
- For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

II. NOTICES

Notices required by this Agreement shall be in writing and delivered via certified mail (postage prepaid). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written amendment to this Agreement.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

<u>For the County</u>	<u>For the Authority</u>
Cheryl Ganey, County Administrator 202 Hwy 123 South Suite C Ozark, AL 36360 Cheryl.ganey@dalecountyal.gov	Vernon Johnson, CEO 125 Hospital Ave Ozark, AL 36360 Vernon.Johnson@dalemedical.org

III. GENERAL CONDITIONS**A. General Compliance**

All activities funded with ARPA funds must comply with any rules and regulations the County is required to comply with, as provided by the County's ARPA award. All other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

Federal regulations that may be applicable to this Agreement include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the Agreement is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying, 31 C.F.R. Part 21. Authority must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
3. Generally applicable federal environmental laws and regulations. The Authority must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds. This includes, but is not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; Title II of the Americans with Disabilities Act of 1990, as amended (42

U.S.C. §§ 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and discrimination or retaliation against whistleblowers as provided in 41 U.S.C. § 4712.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Authority shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Authority shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever related to the Property.

D. Liability

In the event that the Authority utilizes the Property for any purpose not allowed by law or outside of the statutorily imposed objectives, the Authority agrees to repay to County funds equal to the value of funds provided to the Authority by the County, including interest, which County has determined that its agents or assigns have caused to have been expended in violation of this Agreement and/or any federal, state, or local laws or policies governing the use of the provided funds. This provision shall be in addition to, and shall not be deemed to waive any rights or remedies of the County under the law.

E. Insurance

The Authority shall maintain insurance on the property as required by law and its licensing requirements.

F. Amendments

The County and Authority may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release either the County or Authority from its obligations under this Agreement.

Any amendment made that increases the budget or payment obligations of this County may only be permitted with express permission of the County, in its sole discretion, and must be supported by written justification of actual increase of costs beyond the control of the Authority.

The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other

reasons. Such modifications will be incorporated only by written amendment signed by both County and Authority.

- G. Assignment: The Authority shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto. Any consent to assignment shall not be considered consent to any subsequent assignment.
- H. Conflict of Interest: No employee, officer, or agent of the Authority shall participate in the selection, or in the award or administration, of a contract supported by funds provided pursuant to this Agreement if a conflict of interest, real or apparent, would be involved.
- I. Federal Funding Eligibility: The Authority shall remain eligible to receive federal funds throughout the term of this Agreement. If, at any time, the Authority receives notice that it has been debarred or suspended from receipt of federal funds, within five (5) business days of receiving said notice, the Authority must provide notice to the Commission.
- J. Suspension or Termination

This Agreement may also be terminated upon mutual agreement of the parties.

This Agreement may also be terminated by either the County or the Authority, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the Agreement will not accomplish the purpose for which the Agreement was made, the County may terminate the Agreement in its entirety.

IV. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record Keeping

1. Records to be Maintained

The Authority shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a) Records documenting compliance with federal non-discrimination policies; and
- b) Internal documentation, if any, indicating efforts taken in furtherance of the Project; and
- c) Records documenting insurance of the property.

2. Retention

The Authority shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.

3. Audits & Inspections

All Authority records with respect to any matters covered by this Agreement shall be made available to the County, State of Alabama Department of Examiners of Public Accounts, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Authority within thirty (30) days after receipt by the Authority. Failure of the Authority to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The County's failure to act with respect to a breach by the Authority does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Authority for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the County and the Authority with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Dale County Commission, Alabama

Dale County Healthcare Authority

By 
Steve McKinnon, Commission Chairman

By 
Vernon Johnson, CEO

Attest 
Cheryl Ganey, County Administrator

Dale County Commission



202 Hwy 123 South, Suite C, Ozark, AL 36360

Commission Chairman

Steve McKinnon

Commissioners

<i>Chris Carroll</i>	<i>District 1</i>
<i>Donald O. Grantham</i>	<i>District 2</i>
<i>Adam Enfinger</i>	<i>District 3</i>
<i>Frankie Wilson</i>	<i>District 4</i>

County Administrator

Cheryl Ganey

June 13, 2023

Hopper-Moore, Inc.
 561 County Road 623
 Enterprise, AL 36330

Re: Demolition of Dale Medical Center Building

Dale County

Dear Sir/Madam:

On May 23, 2023, the Dale County Commission awarded you the contract for the above referenced project.

The following documents are to be returned to this office within fifteen (15) days from the date this contract is presented to you:

- Executed Contract
- Payment Bond
- Performance Bond

The bid bond will be returned once the above executed documents are received. If you have any questions, or need additional information, please advise.

Sincerely,

Steve McKinnon, Chairman
Dale County Commission

Hopper Moore Incorporated dba BMI
561 county road 623
Enterprise AL, 36330
(334) 393.4264



General Contractor License and Insured

General Contractor License #41708

Demolition, Roll-off containers, Portable Restrooms

Operating Partner

Tim Russell

T.russellbmi@gmail.com

(334) 300.6271

Chief Estimator

Jeb Moore

Jebmoorebmi@gmail.com

(334) 494.8010

Prepared For

Dale County Commission

Dale County Medical Building Demolition

Ozark, AL

(334) 774.7875

CONTRACT

Demolition Of Dale Medical Center Building

THIS AGREEMENT made and entered into this 23rd day of May, Two Thousand Twenty-three, by and between the Dale County Commission, party of the first part (hereinafter called the **Owner**) and Hopper-Moore, Inc. of 561 County Road 623, Enterprise, AL 36330, party of the second part (hereinafter called the **Contractor**).

WITNESSETH:

WHEREAS, the **Owner** desires to demolish Dale Medical Center Building (formerly Ozark/Dale County Library) and haul off debris to Rose Hill Landfill, and the **Contractor** desires to furnish and deliver all the equipment and material and to do and perform all the work and labor for demolition of Dale Medical Center Building (**the Project**);

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained the parties hereto agree as follows:

1. The **Contractor** promises and agrees to furnish and deliver all the equipment and material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the Project specified in the attached documents: "BID INVITATION DALE MEDICAL CENTER BUILDING" and "DALE COUNTY SCOPE OF WORK FOR DEMOLITION OF DALE MEDICAL CENTER BUILDING."

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to Forty-Four Thousand Five Hundred and 0/100 dollars (**\$44,500.00**). Payments will be made on the First of each month based on a percent complete agreed upon by representatives of both parties. Consistent with Alabama law, a 5% retainage will be withheld on the first 50% percentage completed. The withheld retainage funds will be paid upon successful completion of the project as advertised consistent with this Agreement and Alabama law.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the **Owner** subject at all times to the inspection and approval of the Chairman of the Dale County Commission, or his designee or agents.

4. The decision of the **Owner** upon any question connected with the execution of this Agreement or any failure or delay in the performance of the Work by the said **Contractor** shall be final and conclusive. In the event of the failure of **Contractor** to perform under this contract in a satisfactory manner, the contract may be cancelled by **Owner** in its discretion as long as all outstanding invoices for acceptable work performed by Contractor shall have been paid in full.

5. The **Contractor** hereby agrees to commence work under this Contract within 30 days of signing this contract and to complete the project fully within Sixty (60) calendar days thereafter. If all work is not completed

upon the 60th calendar day, the contractor must pay liquidated damages to the Dale County Commission in the amount of \$200 per calendar day.

6. The **Owner**, immediately after notifying the **Contractor** that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion published one time in a newspaper of general circulation, published in the county in which the **Owner** is located and shall post notice of completion of the Contract on the Owner's bulletin board for one week, and shall require the **Contractor** to certify under oath that all bills have been paid in full. Final payment may be made at any time after the notice has been posted for one entire week.

7. The parties understand that this Contract may be funded, in whole or in part, utilizing the Owner's American Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA funds), so designated as revenue replacement funds. All federal, state, and local laws, including, specifically, the terms and conditions of the Owner's ARPA funds. For the avoidance of doubt, the minimum terms and conditions, including ARPA terms and conditions, are attached as Attachment A and incorporated as if set forth herein.

IN WITNESS WHEREOF, THE DALE COUNTY COMMISSION has caused these presents to be executed by its CHAIRMAN and Hooper-Moore, Inc., the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST:

DALE COUNTY COMMISSION,

Cheryl Gandy
Dale County Clerk

By: Steve Wilson
as Chairman

NAME OF CONTRACTOR: Hopper-Moore Inc.
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER:

41708

By: (X) Tim Russell
Contractor's Signature


Tim Russell
(Print Name)


COO
Title

(X) James Moore
Witness

James Moore
(Print Name)

Chief Estimator
Title

By: (X) 
Contractor's Signature
Tim Russell
(Print Name)
COO
Title

(X) 
Witness
James Moore
(Print Name)
Chief Estimator
Title

ATTACHMENT A**MINIMUM LEGAL REQUIREMENTS, INCLUDING RELEVANT ARPA TERMS AND CONDITIONS USING REVENUE REPLACEMENT FUNDS**

Section 13-31-9 of the Code of Alabama 1975 imposes conditions on the award of County Contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. The firm must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

The parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that this project is being funded, at least in part, with American Rescue Plan Act (ARPA) revenue replacement funds granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Federal regulations which are applicable to this Agreement include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
3. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.

4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds. This includes, but is not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and discrimination or retaliation against whistleblowers as provided in 41 U.S.C. § 4712.
5. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

(1) A Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and

(2) when a violation of clause (1) occurs, the Contractor and any subcontractor responsible for the violation are liable—

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

consent that such service shall be the same as personal service on the Principal and/or Surety.

- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under *Worker's Compensation or Employer's Liability Statute*.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or proceedings thereon that is instituted later than one year after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "*An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon.*"

Executed in five (5) counterparts.

Bond#7901143714

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Hopper-Moore, Inc.
561 Co Rd 623 Enterprise, AL 36330 (Hereinafter called the "Principal")
and Nationwide Mutual Insurance Company (Hereinafter called the "Surety") are held
and firmly bound unto Dale County, Alabama (hereinafter called "Obligee" or "Owner") in the penal sum of
Forty four thousand five hundred Dollars (\$ 44,500.00) for the payment of which we
~~and 00/100~~
bind ourselves, heirs, executors, administrators, successors, and assigns for the faithful performance of a
certain written contract dated the 23rd day of May, 2023, entered into between the
Principal and the Obligee for the

DEMOLITION OF DALE MEDICAL CENTER BUILDING

(Hereinafter called the "Contract") a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part, and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature, and character, and shall save harmless the Owner from all and any liability of every nature, kind, and character which may be incurred in connection with the performance or fulfillment of such Contract or other such liability resulting from negligence or otherwise on the part of such Principal, and further shall save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said Contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations and shall give them a direct right of action against the Principal and Surety under this obligation; and further that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond within one year from the date on which the final payment on the Contract falls due. Any alterations or additions which may be required under the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance is expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

PERFORMANCE BOND

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this 7th day of June, 2023.

WITNESS TO SIGNATURE OF PRINCIPAL:

[Signature]

Hopper-Moore, Inc.

PRINCIPAL

BY: [Signature]
COO

TITLE

WITNESS TO SIGNATURE OF SURETY:

[Signature]

Susanna Bader

Nationwide Mutual Insurance Company

SURETY

BY: [Signature]

Francis Ware, Attorney-in-Fact

TITLE

Countersigned:

[Signature]

AL License#0453430

Resident Agent

4525 Executive Park Drive Suite 202
Montgomery, AL 36116

Address

800-489-0105

Telephone Number



IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Power of Attorney

Exhibit 7

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: CHRISTY HICKS; CULLMAN LEONARD SKIPPER; DONALD L MILAM; FRANCIS WARE; SONYA BERRYMAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



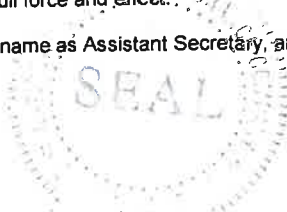
Suzanne C. Dello Notary Public, State of New York No. 02DE6126649 Qualified in Westchester County Commission Expires September 16, 2021

[Handwritten signature of Suzanne C. Dello] Notary Public My Commission Expires September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of June, 2023



[Handwritten signature of Laura B. Guy]

Assistant Secretary

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

Hopper-Moore, Inc. _____ as Principal, and

Nationwide Mutual Insurance Company _____ as Surety, are held and firmly bound unto Dale County, Alabama (Hereinafter called the "Obligee" or "Owner") in the penal sum of Forty four thousand five hundred and 00/100 Dollars (\$ 44,500.00) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated May 23 _____, 20 23 _____, (Hereinafter called the "Contract") for the

DEMOLITION OF DALE MEDICAL CENTER BUILDING

Which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all Subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payment to all persons supplying him/her or them with labor, materials, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits or said bond, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that his bond is subject to the following conditions and limitations:

- (a) Any person, firm, or corporation that has furnished labor, materials, feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceedings instituted in the name of the claimant or claimants for his/her or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement entered thereon.

- (b) The Principal and Surety hereby designate and appoint _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby
- Nationwide Mutual Insurance Company
One West Nationwide Blvd 1-14-30
Columbus, OH 43215

consent that such service shall be the same as personal service on the Principal and/or Surety.

- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under *Worker's Compensation or Employer's Liability Statute*.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or proceedings thereon that is instituted later than one year after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled *"An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."*

Executed in five (5) counterparts.

LABOR AND MATERIALS PAYMENT BOND

SIGNED, SEALED, AND DELIVERED THIS 7th day of June, 2023.

WITNESS TO SIGNATURE
OF PRINCIPAL:

[Signature]

Hopper - Moore, Inc.
PRINCIPAL

BY [Signature]
COO
TITLE

WITNESS TO SIGNATURE
OF SURETY:

[Signature]
Susanna Bader

Nationwide Mutual Insurance Company
SURETY

BY [Signature]
Francis Ware, Attorney-in-Fact
TITLE

Countersigned:

[Signature] AL License#0453430
Resident Agent

4525 Executive Park Drive Suite 202
Montgomery, AL 36116

Address

800-489-0105
Telephone Number



IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Power of Attorney

Exhibit 7

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
CHRISTY HICKS; CULLMAN LEONARD SKIPPER; DONALD L MILAM; FRANCIS WARE; SONYA BERRYMAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company


ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Dello
Notary Public, State of New York
No. 020E6126649
Qualified in Westchester County
Commission Expires September 16, 2021

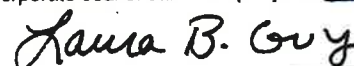


Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was, on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of June, 2023.



Assistant Secretary

BDJ 1(02-19)00

State of Alabama
County of Dale

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: June 7th 2023

RE Contract/Grant/Incentive (describe by number or subject):
Remediation of Dale Medical Center by and between
Hopper Moore - Inc. (Contractor/Grantee) and
Dale County Commission (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

- The undersigned holds the position of COO with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
- Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
 - (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
- As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
 - The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 7th day of June 2023

Hopper Moore Inc.
Name of Contractor/Grantee/Recipient
By: [Signature]
Its COO

The above Certification was signed in my presence by the person whose name appears above, on this 7th day of June 2023

WITNESS: [Signature]
James Moore
Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: June 7, 2023

Re: Contract/Grant/Incentive (describe by number or subject):

Demo Dale Medical Bldg. by and between Dale County Commission
(Contractor/Grantee) and Hopper - Moore Inc (State Agency, Department or
Public Entity).

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of COO with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this 7th day of June, 2023

Hopper - Moore Inc.

Name of Contractor/Grantee/Recipient

By: [Signature]

Its: COO

The above Certification was signed in my presence by the person whose name appears above on this
7th day of June, 2023

Witness: [Signature]

James Moore

Printed Name of Witness

