



## ***Dale County Commission***

### **Commission Meeting Minutes – November 14, 2023**

The Dale County Commission convened in a regular session Tuesday, November 14, 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 Enfinger made a motion to approve the memorandum of warrants and minutes:

##### Memorandum of Warrants:

- Accounts Payable Check Numbers 97575 – 97768.
- Payroll Check Numbers: 154940 – 154940.
- Direct Deposit Check Numbers: 426685 - 426830.

Minutes: Commission Meeting of October 24, 2023.

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

#### **APPROVED – PERSONNEL**

Commissioner Enfinger made a motion to approve the following:

1. Christy McDaniel – Soil & Water – Admin Coordinator – New Hire.
2. Carson Wayne Minton – Sheriff – Deputy to Sergeant – Promotion.
3. Lexie Ryles – Sheriff – Investigator to Certified Deputy – Transfer.

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

**APPROVED – TRAVEL**

Commissioner Enfinger made a motion to approve the following:

1. Nathan Ivey – Reappraisal – 11/13-17/23 – Appraisal Class.
2. Three Tag Clerks – Revenue – 12/06-07/23 – Licensing Officials Conference.
3. Willie Worsham – EMA – 11/29-30/23 – ACCA Legislative Conference.

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

**APPROVED – DALE COUNTY FARM-CITY SPONSORSHIP**

Commissioner Carroll made a motion to approve a \$500.00 sponsorship for the Farm-City Program.

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

**APPROVED – FOOD PANTY SPONSORSHIP**

Commissioner Wilson made a motion to approve a \$1,000.00 sponsorship to the Ozark Baptist Church's food pantry, Mrs. Maxine's Pantry, for the feeding expenses of the homebound, impoverished, or homeless a meal on Thanksgiving Day, 2023.

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

**APPROVED – CANCELLATION OF COMMISSION MEETING**

Commissioner Grantham made a motion to approve the cancellation of the regularly scheduled meeting of the Commission on December 26, 2023.

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

**APPROVED – LETTER OF SUPPORT – MARY HILL FAMILY SERVICE CENTER**

Commissioner Grantham made a motion to approve a letter of support for the Mary Hill Family Service Center. See Exhibit 1.

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

**APPROVED – ARPA – IAC REVIEW**

Commissioner Wilson made a motion to approve the review of ARPA funds expenditure for Election equipment such as polling pads, printer, and routers.

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

**APPROVED – RIGHT-OF-WAY ADJUSTMENT**

Commissioner Carroll made a motion to approve a right-of-way adjustment for Dale Co Rd 2 and Frank Lavender Rd. Commission authorized Chairman to sign deed. See Exhibit 2.

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

**APPROVED – ADEM PROJECT AGREEMENT**

Commissioner Enfinger made a motion to approve an ADEM Drinking Water and Wastewater Project Agreement. See Exhibit 3.

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

**APPROVED – GENERATOR MAINTENANCE AGREEMENT**

Commissioner Grantham made a motion to approve a Standby Generator Maintenance Agreement. See Exhibit 4.

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

**APPROVED – AWARD SERVICE WEAPON & BADGE**

Commissioner Carroll made a motion to approve Sheriff Bynum awarding Sgt Joe Weaver his service weapon and badge. See Exhibit 5.

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

**APPROVED – ARPA – SHERIFF OFFICE REMODEL**

Commissioner Wilson made a motion to award the bid to Elite Building Group, LLC, approve Resolution, and grant Chairman authority to sign contract. See Exhibit 6.

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, November 28, 2023, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

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

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

  
\_\_\_\_\_  
Steve McKinnon, Chairman



# 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*

**County Engineer**

*Matt Murphy*

November 14, 2023

Re: Mary Hill Family Service Center  
204 Katherine Ave., Ozark, AL

To Whom It May Concern:

The Dale County Commission allows the Mary Hill Family Service Center to use 204 Katherine Ave., Ozark, AL rent free as a family resource center to provide resources for the Dale County Commission. This rental property is valued at \$500.00 per month.

Please let me if you have any questions or need more information.

Sincerely,

Steve McKinnon  
Chairman, Dale County Commission

**Exhibit 2**

STATE OF ALABAMA  
DALE COUNTY

\* **Warranty Deed**  
\* **Modifying Right-of-Way**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Ten Dollars (\$10.00) and the other good and valuable consideration, to the undersigned grantors in hand paid to the grantee herein, the receipt whereof is hereby acknowledged, the **DALE COUNTY COMMISSION** (herein referred to as grantor), grant, bargain, sell and convey unto the **Benjamin E. Baker and wife, Tara D. Baker** (herein referred to as grantees), in joint tenancy with right of survivorship, the following described real estate, situated in Dale County, Alabama, to wit:

**A parcel of land in Dale County, Alabama, and being more particularly described as follows: Commencing at the intersection of the West line of the NE1/4 of the SE1/4 of Section 29, T7N, R23E, and the North side of Frank Lavender Road (graded and 20 feet from centerline), and thence S84°39'32"E along said road 981.14 feet (no iron pipe set), thence along a curve to the right, having a radius of 650.00 feet, and a chord bearing and distance of S77°09'47"E 169.59 feet to a set 5/8" iron pipe (CAP#CA0086), thence along a curve to the right, having a radius of 650.00 feet, and a chord bearing and distance of S64°02'15"E 127.53 feet (no iron pipe set), thence S58°24'28"E along said road 80.46 feet to a set 5/8" iron pipe, fence and the POINT OF BEGINNING: thence S58°29'11"E along said road and fence 141.21 feet to an existing cross tie, thence S48°36'33"E along said road and fence 71.23 feet to an existing cross tie, thence S41°31'54"E along said road and fence 57.91 feet to an existing cross tie, thence S27°08'34"E along said road and fence 52.61 feet to an existing cross tie, thence S21°16'52"E along said road and fence 262.91 feet to a set 5/8" iron pipe on the Westerly side of Dale County Road No.2 (60' right of way), thence S05°40'49"E along said road 148.74 feet to the South side of Frank Lavender road (no iron pipe set), thence N21°16'52"W along said road 374.77 feet (no iron pipe set), thence along a curve to the left, having a radius of 330.00 feet, and a chord bearing and distance of N39°50'40"W 210.11 feet (no iron pipe set), thence N58°24'28"W along said road 119.06 feet to a set 5/8" iron pipe, thence N39°31'21"E 40.39 feet to the point of beginning. Said parcel being in the NE1/4 of the SE1/4 of Section 29, T7N, R23E, and the NW1/4 of the SW1/4 of Section 28, T7N, R23E, being a part of Frank Lavender Road, and containing 0.60 acres more or less.**

This deed is modifying an existing right-of-way.

NOTE: THE PREPARER OF THIS INSTRUMENT HAS SERVED AS A SCRIVENER ONLY AND HAS NOT EXAMINED TITLE WITH RESPECT TO THE PROPERTY DESCRIBED HEREIN AND DOES NOT HEREBY GIVE AN OPINION WITH RESPECT THERETO.

**TO HAVE AND TO HOLD** unto said grantees, in joint tenancy with right of survivorship, their heirs and assigns forever.

And it does for itself and for its successors and assigns covenant with the grantees, their heirs and assigns, that it is lawfully seized in fee simple of said Premises; that it is free from all encumbrances, unless otherwise noted above; that it has a good right to sell and Convey the same

as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said grantees, their heirs and assigns forever against the lawful claims of all persons.

GIVEN UNDER MY HAND AND SEAL this 14<sup>th</sup> day of November, 2023.

DALE COUNTY COMMISSION

By: [Signature]  
Steve McKinnon  
Chairman, Dale County Commission



STATE OF ALABAMA )  
COUNTY OF DALE )

I, the undersigned authority, a Notary Public in and for said County, and in said State, hereby certify that **STEVE MCKINNON**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14<sup>th</sup> day of November, 2023.

[Signature]  
NOTARY PUBLIC  
My Commission Expires 06/01/26



THIS INSTRUMENT PREPARED BY:  
MATTHEW T. SIMECHAK, ATTORNEY  
BULL & SIMECHAK, ATTORNEYS AT LAW, LLC  
P.O. BOX 1161, OZARK, AL 36361

Grantee  
Property Address  
SEND PROPERTY TAX NOTICE:  
BEN BAKER  
278 CO RD 212  
ARITON, AL 36311

Grantor  
DALE COUNTY COMMISSION  
202 S. HWY 123, SUITE C  
OZARK, AL 36360

Ret  
PU Matt Murphy - Eng.



STATE OF ALABAMA  
DALE COUNTY

\* **Warranty Deed**  
\* **Establishing New Right-of-Way**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Ten Dollars (\$10.00) and the other good and valuable consideration, to the undersigned grantors in hand paid to the grantee herein, the receipt whereof is hereby acknowledged, we, **Benjamin E. Baker and Tara D. Baker** (herein referred to as grantors), grant, bargain, sell and convey unto the **DALE COUNTY COMMISSION** (herein referred to as grantee), the following described real estate, situated in Dale County, Alabama, to wit:

**A parcel of land in Dale County, Alabama, and being more particularly described as follows: Commencing at the intersection of the West line of the NE1/4 of the SE1/4 of Section 29, T7N, R23E, and the North side of Frank Lavender Road (graded and 20 feet from centerline), and thence S84°39'32"E along said road 981.14 feet, thence along a curve to the right, having a radius of 650.00 feet, and a chord bearing and distance of S77°09'47"E 169.59 feet to a set 5/8" iron pipe (CAP#CA0086), and the POINT OF BEGINNING: thence along a curve to the left, having a radius of 214.00 feet, and a chord bearing and distance of N74°55'40"E 247.96 feet to a set 5/8" iron pipe, thence N39°31'21"E 161.84 feet to a set 5/8" iron pipe on the Southwesterly side of Dale County Road No.2 (60' right of way), thence along a curve to the right, having a radius of 510.00 feet, and a chord bearing and distance of S38°20'26"E 61.37 feet to a set 5/8" iron pipe and fence, said fence being an agreed to property line between Ben Baker, and Donald L Ezell, thence S39°31'21"W along said fence 310.05 feet to a set 5/8" iron pipe on the North side of Frank Lavender Road, thence N58°24'28"W along said road 80.46 feet (no iron pipe set), thence along a curve to the left, having a radius of 650.00 feet, and a chord bearing and distance of N64°02'15"W 127.53 feet to the point of beginning. Said parcel being in the NE1/4 of the SE1/4 of Section 29, T7N, R23E, and the NW1/4 of the SW1/4 of Section 28, T7N, R23E, and containing 0.56 acres more or less.**

This deed is establishing a new right-of-way.

NOTE: THE PREPARER OF THIS INSTRUMENT HAS SERVED AS A SCRIVENER ONLY AND HAS NOT EXAMINED TITLE WITH RESPECT TO THE PROPERTY DESCRIBED HEREIN AND DOES NOT HEREBY GIVE AN OPINION WITH RESPECT THERETO.

**TO HAVE AND TO HOLD** unto said grantee, its heirs and assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the grantee, its heirs and assigns, that we are lawfully seized in fee simple of said Premises; that it is free from all encumbrances, unless otherwise noted above; that we have a good right to sell and Convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said grantee, its heirs and assigns forever against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hands and seal this 16<sup>th</sup> day of November, 2023.

*Benjamin E. Baker*  
BENJAMIN E. BAKER  
*Tara D. Baker*  
TARA D. BAKER

DEED 354 784  
Recorded In Above Book and Page  
11/27/2023 01:22:20 PM  
Sharon A. Michalic  
Probate Judge  
Dale County, Alabama



STATE OF ALABAMA )  
COUNTY OF DALE )

I, the undersigned authority, a Notary Public in and for said County, and in said State, hereby certify that **BENJAMIN E. BAKER**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of November, 2023.



Sonia Steichland  
NOTARY PUBLIC  
My Commission Expires 3/3/2024

STATE OF ALABAMA )  
COUNTY OF DALE )

I, the undersigned authority, a Notary Public in and for said County, and in said State, hereby certify that **Tara D. Baker**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of November, 2023.



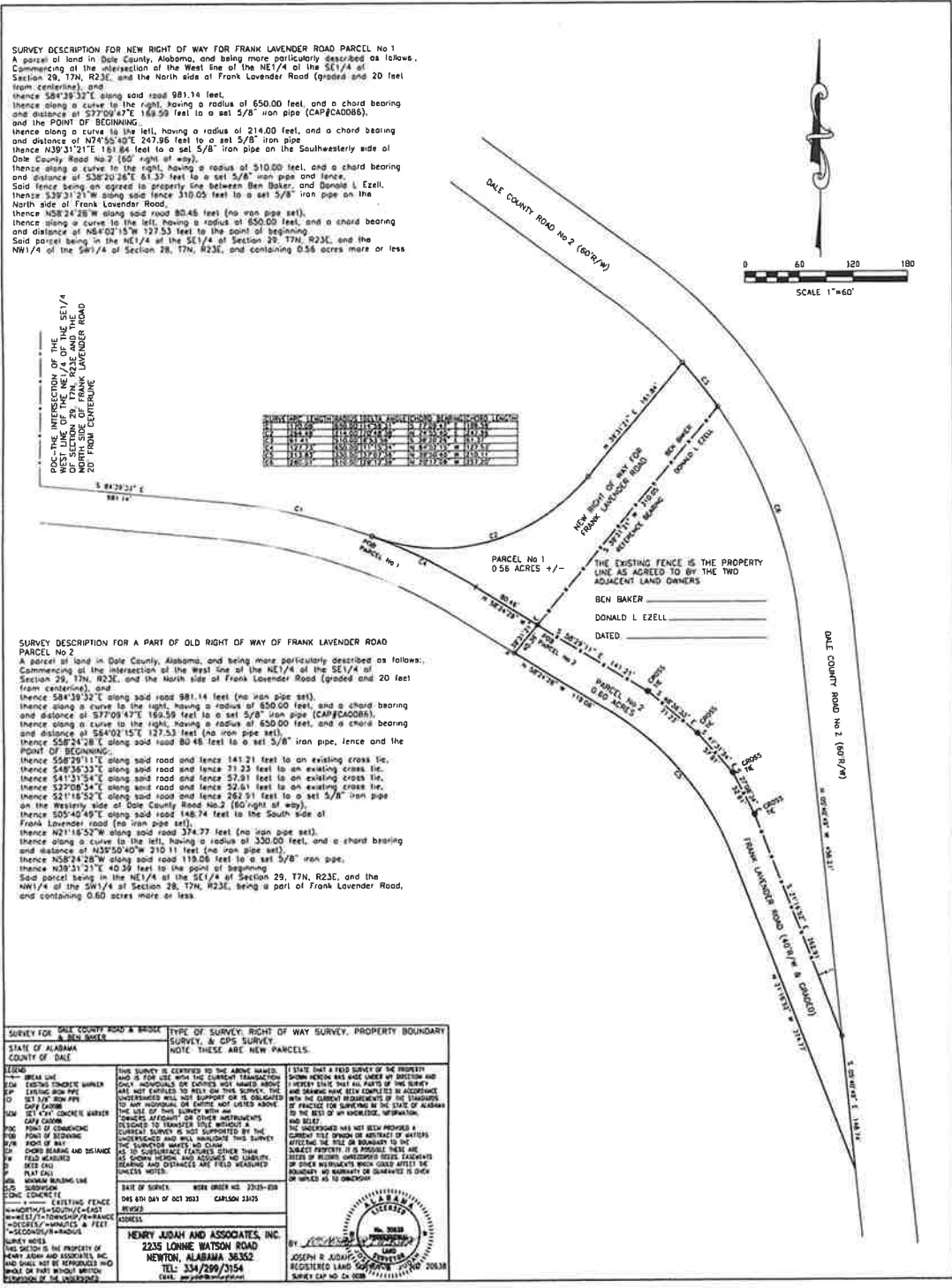
Sonia Steichland  
NOTARY PUBLIC  
My Commission Expires 3/3/2024

THIS INSTRUMENT PREPARED BY:  
MATTHEW T. SIMECHAK, ATTORNEY  
BULL & SIMECHAK, ATTORNEYS AT LAW, LLC  
P.O. BOX 1161, OZARK, AL 36361

GRANTEE Address  
DALE COUNTY COMMISSION  
202 S. Hwy 123, SUITE C  
OZARK, AL 36360

Grantor Property Address  
Ben BAKER  
278 COUNTY ROAD 212  
ARITON, AL 36311

Ret Matt Murphy - Eng.



**SURVEY DESCRIPTION FOR NEW RIGHT OF WAY FOR FRANK LAVENDER ROAD PARCEL No 1**  
 A parcel of land in Dale County, Alabama, and being more particularly described as follows:  
 Commencing at the intersection of the West line of the NE1/4 of the SE1/4 of Section 29, 17N, R23E, and the North side of Frank Lavender Road (graded and 20 feet from centerline), and  
 thence S84°29'32"E along said road 881.14 feet,  
 thence along a curve to the right, having a radius of 650.00 feet, and a chord bearing and distance of S77°09'47"E 169.59 feet to a set 5/8" iron pipe (CAP#C400B5),  
 and the POINT OF BEGINNING,  
 thence along a curve to the left, having a radius of 214.00 feet, and a chord bearing and distance of N74°35'40"E 247.96 feet to a set 5/8" iron pipe  
 thence N39°31'21"E 161.84 feet to a set 5/8" iron pipe on the Southwesterly side of Dale County Road No.2 (60' right of way),  
 thence along a curve to the right, having a radius of 510.00 feet, and a chord bearing and distance of S38°29'11"E 141.21 feet to a set 5/8" iron pipe (CAP#C400B5),  
 Said fence being an agreed to property line between Ben Baker, and Donald L. Ezell,  
 thence S39°31'21"W along said fence 310.05 feet to a set 5/8" iron pipe on the North side of Frank Lavender Road,  
 thence N58°24'28"W along said road 80.46 feet (no iron pipe set),  
 thence along a curve to the left, having a radius of 650.00 feet, and a chord bearing and distance of N84°02'15"E 127.53 feet to the point of beginning.

**SURVEY DESCRIPTION FOR A PART OF OLD RIGHT OF WAY FOR FRANK LAVENDER ROAD PARCEL No 2**  
 A parcel of land in Dale County, Alabama, and being more particularly described as follows:  
 Commencing at the intersection of the west line of the NE1/4 of the SE1/4 of Section 29, 17N, R23E, and the North side of Frank Lavender Road (graded and 20 feet from centerline), and  
 thence S84°29'32"E along said road 881.14 feet (no iron pipe set),  
 thence along a curve to the right, having a radius of 650.00 feet, and a chord bearing and distance of S77°09'47"E 169.59 feet to a set 5/8" iron pipe (CAP#C400B5),  
 thence along a curve to the right, having a radius of 650.00 feet, and a chord bearing and distance of S84°02'15"E 127.53 feet (no iron pipe set),  
 thence S58°24'28"E along said road 80.46 feet to a set 5/8" iron pipe, fence and the POINT OF BEGINNING,  
 thence S58°29'11"E along said road and fence 141.21 feet to an existing cross tie,  
 thence S48°35'33"E along said road and fence 71.22 feet to an existing cross tie,  
 thence S41°31'54"E along said road and fence 57.91 feet to an existing cross tie,  
 thence S27°09'34"E along said road and fence 52.61 feet to an existing cross tie,  
 thence S21°18'52"E along said road and fence 262.91 feet to a set 5/8" iron pipe on the Westerly side of Dale County Road No.2 (60' right of way),  
 thence S05°40'49"E along said road 148.74 feet to the South side of Frank Lavender road (no iron pipe set),  
 thence N21°18'52"W along said road 374.27 feet (no iron pipe set),  
 thence along a curve to the left, having a radius of 350.00 feet, and a chord bearing and distance of N35°50'40"W 210.11 feet (no iron pipe set),  
 thence N58°24'28"W along said road 119.06 feet to a set 5/8" iron pipe,  
 thence N39°31'21"E 40.59 feet to the point of beginning.  
 Said parcel being in the NE1/4 of the SE1/4 of Section 29, 17N, R23E, and the NW1/4 of the SW1/4 of Section 28, 17N, R23E, being a part of Frank Lavender Road, and containing 0.50 acres more or less.

**SURVEY FOR DALE COUNTY ROAD #2 BRIDGE & BEN BAKER**  
 STATE OF ALABAMA  
 COUNTY OF DALE

**TYPE OF SURVEY: RIGHT OF WAY SURVEY, PROPERTY BOUNDARY SURVEY, & GPS SURVEY.**  
 NOTE: THESE ARE NEW PARCELS.

THIS SURVEY IS CERTIFIED TO THE ABOVE NAMED PERSONS WHOSE NAMES ARE SET FORTH IN THIS SURVEY. THE UNDERSIGNED WILL NOT SUPPORT OR BE OBLIGATED TO ANY INSTRUMENT OR INSTRUMENTS, INCLUDING AFFIDAVIT OR OTHER INSTRUMENTS, CONCERNING THIS SURVEY UNLESS IT IS SUPPORTED BY THE SIGNATURE AND SEAL HEREON. THIS SURVEY IS TO CORRECT ERRORS AND ACCURACY, MEASUREMENTS AND DISTANCES ARE FIELD MEASURED UNLESS NOTED.

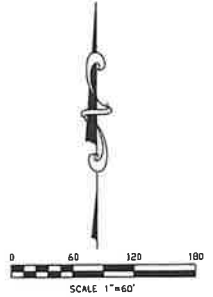
DATE OF SURVEY: MARCH 08, 2008  
 BY: HENRY JUDAH AND ASSOCIATES, INC.  
 2235 LONNIE WATSON ROAD  
 NEWTON, ALABAMA 36352  
 TEL: 334/299/3154  
 FAX: 334/299/3154

**LEGEND**

- BOUNDARY LINE
- EXISTING FENCE
- CONCRETE
- EXISTING FENCE
- PROPERTY BOUNDARY
- TOWNSHIP/SECTION
- DISTANCE IN FEET
- CONCRETE

**SURVEY NOTES**

THIS SURVEY IS THE PROPERTY OF HENRY JUDAH AND ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED WHO WHOLE OR PART WITHOUT WRITTEN PERMISSION OF THE UNDERSIGNED.



DEED 354 786

Records Fee 0.00  
 TOTAL 0.00

N/C

**American Recovery Plan Act (ARPA)  
Drinking Water / Wastewater Project Agreement**

**Recipient:** Dale County Commission  
**AL Buys / STAARS Vendor Number:** VC000111494

**Responsible Person:** Steve Mckinnon, Chairman  
Dale County Commission

**Address:** 202 S. Hwy 123, Suita A  
Ozark, Alabama 36360

**Telephone:** 334-774-6025

**Contact Person:** Matthew Murphy, County Engineer  
Dale County Commission

**Address:** 202 S. Hwy 123, Suita A  
Ozark, Alabama 36360

**Telephone:** 334-774-6025

**Reimbursements should be made payable to:**

Dale County Commission  
Attention: Matthew Murphy

**Reimbursements mailed to this address:**

202 So HWY 123 Suite C Ozark Alabama 36360

**Project Period:** September 1, 2023 to December 31, 2026  
**Amount Awarded:** \$ 150,000.00

The Alabama Department of Environmental Management (“ADEM”) will administer the grant programs to support water and sewer infrastructure projects as outlined in Alabama Acts 2022-1 and/or 2023-1 and as described in this Agreement (the "Agreement"). The Project is described in more detail in Attachment A which is incorporated into this Agreement by reference. The parties acknowledge and agree that the Project Funds may be used in conjunction with other federal or state funding sources; if such is allowed by the Final Rule (Final Rule published in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338) and any other governing law or rules applicable to the use of Funds. ADEM will be the administrative agency responsible for the implementation and for the distribution of said Funds to be distributed to and for the benefit of all Alabama qualifying public water and sewer systems for the purpose of improving access to drinking water and sewer

infrastructure projects and the economic impact thereof. The Funds must be used in accordance with the American Recovery Plan Act (hereinafter defined), the Final Rule, Alabama Acts 2022-1 and/or 2023-1, any other governing laws, rules or regulations and all applicable policies and procedures for the purposes described in this Agreement. The Project Funds must be obligated by December 31, 2024 and expended by December 31, 2026. The Recipient shall certify in writing to ADEM the total of all Project Funds obligated for Allowable Costs (hereinafter defined) for qualifying projects as of December 31, 2024, and the amount of Project Funds that have not been so obligated and, further, the Recipient shall immediately return any such unobligated amount to ADEM. Any Project Funds not spent after December 31, 2026, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement and shall be returned by the Recipient to the U.S Department of Treasury or as otherwise required by Federal Law.

The Recipient needs to be aware that if this Project is not projected to meet the statutory deadlines, the unused funds will be redirected to critical need projects that meet the deadlines. By **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

A maximum of \$ 150,000.00 inclusive of all costs will be granted for this Project to the Dale County Commission (hereinafter referred to as the Recipient) by ADEM (hereinafter referred to as ADEM). Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the Recipient and may be found as Attachment B of this Agreement.

#### **DEFINITIONS:**

For the purpose of this agreement;

"**ADEM**" means Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of the Title 22 of the Code of Alabama, 1975.

"**Allowable Costs**" means such costs that are eligible to be paid with proceeds of this Grant, and such costs are defined in the ADEM regulations.

"**American Rescue Plan Act of 2021**" (ARPA) Public Law No. 117-2, 135 Stat. 4.

"**Disbursement**" means any payment out of Project Funds to or on behalf of the Recipient.

"**Grant**" is this signed agreement between the Alabama Department of Environmental Management and the Dale County Commission.

"**Grant Amount**" means the sum of one hundred fifty thousand dollars (150,000.00).

**"Grant Application"** means, collectively, the application and supporting documents submitted by the Dale County Commission to ADEM on June 23, 2023.

**"Project"** means the Dale County Commission ARPA Stormwater Project as described below and more fully described in Attachment A hereto.

**"Project Fund"** means the fund established by ADEM into which the Grant Amount will be deposited and from which the ADEM will make Disbursements to or on behalf of the Recipient.

**"Project Funds"** means the amount deposited into the Project Fund for Disbursement to or on behalf of the Recipient.

**"Recipient"** means the Dale County Commission, a domestic non-profit-corporation under the laws of the State of Alabama.

**GENERAL REQUIREMENTS**

The Recipient is responsible for completion of the activities in the Grant Application that was submitted by the Recipient, except as modified and superseded by this Agreement.

**GENERAL PROJECT SUMMARY**

The Dale County Commission proposes to replace the stormwater crossdrain and/or culvert.

**BUDGET AND EXPENDITURES**

The approved Project budget and maximum reimbursable expenditures is further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by ADEM and Recipient. The approved budget is further categorized as follows:

**Itemized Budget**

<b>Item</b>	<b>Total price</b>
ARPA Stormwater Amount	\$ 150,000.00
Minimum Match Required	\$ 52,500.00
<b>TOTAL</b>	<b>\$ 202,500.00</b>

**REIMBURSEMENT**

To receive reimbursement, the Recipient shall submit records, to include bid documents, receipts and invoices, to ADEM. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this Agreement without prior written approval may be determined to be ineligible for reimbursement in the sole discretion of ADEM. All requests for reimbursement must be made within forty-five (45) days from the end of the term of this Agreement. ADEM, at its sole discretion, may request additional justification or documentation relating to any request for reimbursement or other payment of Funds to the Recipient.

**REVENUE DISBURSEMENT**

ADEM shall make disbursements or authorize disbursements to be made to or on behalf of the Recipient only against incurred Allowable Costs (hereinafter defined) for the Project to the extent of the amount granted under this Agreement. The Recipient understands, acknowledges and agrees that in certain instances funds may be deemed unpayable upon certain events as described in this Agreement.

- (a) For the purposes of making requests for Disbursements and representing the Recipient in all administrative matters pertaining to administration of this Agreement, the Recipient shall designate a single officer or employee as the responsible person. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. A request to change the responsible person shall be designated in writing by the Recipient before it may request additional disbursements, and shall be subject to approval by ADEM.
- (b) Requests for Disbursements may be made only after the Recipient has incurred the costs for which the Disbursements is requested.
- (c) Request for Disbursements shall be made on the forms approved by ADEM unless ADEM otherwise directs, and shall be accompanied by such invoices and other proofs as ADEM may reasonably require.
- (d) Requests for Disbursements shall be as needed under the Recipient's program draw budget, but limited to no more than one per month.
- (e) Unused funds will be withdrawn if the following deadlines are not met; by **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

**ALLOWABLE COSTS**

Expenditures shall be limited to the costs permitted for use of ARPA funds per federal guidelines and ADEM state revolving fund program guidelines ("Allowable Costs"). The Recipient shall not be entitled to any Funds in excess of actual Allowable Costs for the Project.

**RETENTION OF DOCUMENTS**

ADEM personnel will monitor the implementation and timeline of activities covered under this Agreement. All documents related to this Agreement including bids, requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with ADEM associated with this Agreement must be kept updated and readily accessible to ADEM staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of invoices shall also be submitted to ADEM prior to reimbursement.

**FAILURE TO COMPLY**

ADEM may terminate the grant herein provided, in whole or in part, and demand refund of Project Funds when there is substantial non-compliance with the terms of the award or this Agreement, a determination is made by ADEM that the Grant was obtained by fraudulent means, ADEM has found that Project Funds have been used for costs other than Allowable Costs for the Project, or a determination is made by ADEM that gross abuse or corrupt practices have been used in the administration of the Project by the Recipient. ADEM shall give written notice to the Recipient (via certified mail, return receipt requested) of its intent to terminate any portion of the grant of Funds herein made, in whole or in part, at least 30 days prior to the intended date of termination. ADEM shall afford the Recipient an opportunity, within a timeframe determined by ADEM, for consultation with ADEM prior to the effective date of such termination. After such opportunity for consultation, ADEM may, in writing (via certified mail, return receipt requested) elect to terminate the grant of Project Funds hereunder in whole or in part, in which case the Recipient shall be obligated to return any such Project Funds previously paid to Recipient. Such action may also result in ADEM declaring the Recipient ineligible for further participation in the program until the Recipient complies with the terms of the Agreement.

**AMENDMENTS**

Any amendments or modifications to this Agreement must be submitted in writing by the listed responsible person and be approved by ADEM in writing before becoming effective. All amendments shall be signed by both parties and shall be as if incorporated herein.

**MISCELLANEOUS PROVISIONS**

- A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
- B. By signing this agreement, the 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.
- C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- D. In order to comply with federal requirements relating to the administration of grants and other federal assistance funds, Alabama Department of Finance (DOF) provides the following information to ADEM: this award is provided to ADEM through a grant to the State of Alabama in the amount of \$2,120,279,417 from the U.S. Treasury via Section 602 of the Social Security Act (42 U.S.C. 301 et seq.), known as the American Rescue Plan Act ("ARPA"), as created by Section 9901 of the ARPA, Pub. L. No. 117-2 (March 11, 2021) under Federal Award Identification Number SLFRP2635 Coronavirus State and Local Fiscal Recovery Fund (FRF) for the period March 3, 2021 to December 31, 2024, CFDA number 21.027. This award is provided in accordance with the requirements set forth in the ARPA and other applicable federal and state law and policy, and Recipient affirms that all information it has provided to DOF relating to this subaward is true and accurate. This award does not include research and development. The parties acknowledge and understand that each subrecipient of FRF funds will be evaluated in accordance with Code of Federal Regulations 200-331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award. Further, each recipient and subrecipient's activities will be monitored as necessary to ensure that the award is used for authorized purposes, in compliance with law, and that performance goals are achieved. Other monitoring tools may be implemented depending on the level of risk posed by the subrecipient.



- E. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that they are responsible for complying with all federal requirements applicable to this award, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements.
- F. The parties acknowledge and agree that any subrecipient, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- G. No officer, member or employee of ADEM, 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.
- H. The Recipient 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 ADEM.
- I. Any reports, information, data, etc., given to or prepared or assembled by the Recipient under this Agreement which ADEM requests to be kept as confidential shall not be made available to any individual or organization by the Recipient without the prior written approval of ADEM, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.
- J. 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.
- K. The Recipient agrees to abide by the State of Alabama requirements for audits and access of records. The Recipient agrees that 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 five (5) years from the date of submission of the final 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 Recipient involving this Agreement. The Recipient agrees to provide access to any or all documents, papers,

records and directly pertinent books of the Recipient involving transaction related to this Agreement upon written request from ADEM.

- L. The Recipient 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.
- M. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2635 awarded to the State of Alabama by the U.S. Department of the Treasury."
- O. The recipient must construct a project sign that meets the following requirements:
  - (a) Sign is to be constructed of ½" MDO plywood or similar material, 4' x 8'.
  - (b) Paint with two (2) coats of enamel paint (or equivalent) prior to lettering.
  - (c) Background color white, lettering black.
  - (d) Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
  - (e) Sign shall be attached to 4" x 4" x 8' treated posts.
  - (f) Sign shall be placed in prominent location near the project area, easily readable from existing street or roadway.
  - (g) Sign shall be maintained in good condition until completion of project.
  - (h) Sign shall follow the format below and include the following information only:



STATE OF ALABAMA  
Honorable (Name), Governor



ALABAMA AMERICAN RECOVERY PLAN ACT (ARPA)  
DRINKING WATER / WASTEWATER PROJECT INFRASTRUCTURE PROJECT

(NAME OF OWNER)  
**(NAME OF PROJECT)**

\$(amount) ARPA Funds  
\$(amount) State Revolving Fund Loan (if applicable)

(NAME OF CONTRACTOR) • CONTRACTOR  
(NAME OF ENGINEER) • CONSULTING ENGINEER

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
U.S. ENVIRONMENTAL PROTECTION AGENCY

Dale County Commission

By: Steve Mckinnon  
Steve Mckinnon  
Chairman

11-14-23  
Date Signed

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: Lance R. LeFleur  
Lance R. LeFleur  
Director

10.25.2023  
Date Signed

[Signature]  
As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 25 day of October, 2023.

Laura Cranage  
Exp 1.7.2026

**ATTACHMENT A: APPROVED PRELIMINARY ENGINEERING REPORT**

**ATTACHMENT B: PROJECT BUDGET**

**ADEM** Form 340: Clean Water State Revolving Fund Preapplication

Project Name	Dale County Commission Culvert Project
Assistance Amount Requested	\$ 150,000.00
Date Submitted	6/29/2023



Submit Complete Preapplication to:	
Preferred method <u>By email:</u>	srf@adem.alabama.gov
By overnight mail:	1400 Coliseum Boulevard Montgomery, Alabama 36110-2400 (334) 271-7714
By mail:	SRF Section Alabama Department of Environmental Management Post Office Box 301463 Montgomery, Alabama 36130-1463

**Section 1: Contact Information**

**Loan Applicant**

Applicant Name	Dale County Commission		
Authorized Representative <small>(Signatory of Loan Agreement)</small>	Steve Mckinnon	Title of Authorized Representative	Commission Chairman
Email Address	dalecorb@ymail.com	Telephone Number	(334) 774-6025
Contact Person <small>(Daily SRF Communications)</small>	Matthew Murphy	Title of Contact Person	County Engineer
Email Address	dalecorb@ymail.com	Telephone Number	(334) 774-5875
Mailing Address	202 S. Hwy 123, Suite A	City, Zip Code	Ozark, AL 36360
County	Dale	UEI Number	Y179FDKWHG85
Fax Number	(334) 774-6899	PWSID Number	N/A
AL House District(s)	89, 93	AL Senate District(s)	29, 31
NPDES Permit Number of Facility (if applicable)	N/A	Population of System	49,326 (2020)
Names and 12-digit HUC Codes of Watersheds Impacted	Little Judy Creek - 31402010302, Judy Creek - 31402010304, Deal Creek - 31402010204, Choctawhatchee River - 31402010602, Alexander Creek- 31402010504		

**Project Engineer:**

Firm Name	Dale County Engineer
Address	202 S. Hwy 123, Suite A
City, State, Zip code	Ozark, AL, 36360
Engineer Name	Matthew W. Murphy
Telephone Number	(334) 774-5875
Email Address	matthew.murphy@dalecountyal.gov
Fax Number	(334)774-6899

**Section 2: Project Information**

For the following questions, please attach additional pages if adequate space is not provided on this form:

**1. List all other funding sources to be utilized to complete this project.**

Other Funding Source(s)	Amount(s)	Commitment Date
County In-Kind Match	\$66,500.00	June 27, 2023
County Funds	\$21,200.33	June 27, 2023

**2. Provide demographic information about the affected community**

Community is defined as the township or county that best represents the system. Please identify what community is being used.

Median Household Income	\$50,052.00	Source/Date:	census.gov / 2021
Unemployment Rate	2.5%	Source/Date:	AL Dept of Labor / 3/23
Population Trend Over 10 Years (+%)	-2.85%	Source/Date:	census.gov / 2021
Community	Dale County, AL		

**Priority Ranking System**

The following factors are used to rank the proposed project, and will ultimately determine if it falls in the fundable portion of the priority list. The applicant must provide documentation where required in order to receive credit.

\*Any ranking criteria that cannot be verified through supporting documentation by the Department will be awarded zero points.

**A. Enforcement and Compliance Rating Criteria (Maximum: 50 points) \***

	Ranking Criteria	Point Value
1	Facility is under formal enforcement action by ADEM and is currently in significant non-compliance. The project will bring the facility into compliance. (A copy of the enforcement order must be attached)	50 <input type="checkbox"/>
2	Project is a voluntary effort to resolve violations and will mitigate the issuance of a formal enforcement action.	40 <input type="checkbox"/>
3	The facility is currently in compliance with permit limits, but will fall out of compliance without the proposed project.	25 <input type="checkbox"/>



**B. Water Quality Improvement Criteria (Maximum: 135 points) \***

Ranking Criteria		Point Value
1	Project will significantly address water quality standards in a water body that: a) Has an approved TMDL b) Is subject to a draft TMDL, dated 0-2 years from present c) Is subject to a draft TMDL, dated 3-5 years from present d) Is subject to a draft TMDL, dated 6-10 years from present	25 <input type="checkbox"/> 15 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/>
2	Project will implement TMDL(s) for: a) Pathogens (i.e., fecal coliform/E. coli) b) Mercury c) Nutrients (i.e., phosphorous, nitrogen) d) Organic Enrichment/Dissolved Oxygen e) Ammonia (toxicity) f) Siltation (sediment)	5 <input type="checkbox"/> 15 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 15 <input type="checkbox"/>
3	a) Project will benefit a Category 5 or Category 4 listed water body. a) Project takes place in an EPA-identified priority watershed and reduces/eliminates one or more sources of impairments (point and nonpoint source). b) Project will improve water quality in an Outstanding Alabama Water (OAW). c) Project will improve water quality in an Outstanding National Resource Water (ONRW).	5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
4	Project will upgrade or replace existing failing or inadequate decentralized wastewater treatment systems, or construct septage treatment facilities that are crucial to the proper operation of decentralized wastewater treatment systems.	10 <input type="checkbox"/>
5	Project will protect a public drinking water source from contamination that will negatively impact public health.	15 <input type="checkbox"/>
6	Project will implement a National Estuary Program Comprehensive Conservation Management Plan	10 <input type="checkbox"/>

**C. Water/Energy Efficiency Rating (Maximum: 65 points) \***

Ranking Criteria		Point Value
1	Project incorporates energy efficient design considerations with established objectives and targets for energy reduction opportunities, performed energy audits or developed energy conservation plans.	5 <input type="checkbox"/>
2	Project uses renewable energy to provide power to a POTW.	10 <input type="checkbox"/>
3	Project implements upgrades to pumps and treatment processes which result in: a) 20 percent or greater reduction in energy consumption at a POTW. b) Less than a 20 percent reduction in energy consumption at a POTW.	10 <input type="checkbox"/> 5 <input type="checkbox"/>
4	Infiltration/Inflow correction projects that save energy from pumping and result in reduced treatment costs, and I/I projects in cases where excessive groundwater infiltration is contaminating the influent.	10 <input type="checkbox"/>
5	Projects that incorporate recycling and/or reuse of gray water or wastewater.	20 <input type="checkbox"/>
6	Production of treated effluent for groundwater recharge, industrial operations, or agricultural purposes.	5 <input type="checkbox"/>

**D. Stormwater Management Criteria (Maximum: 50 points)**

Ranking Criteria		Point Value
1	Project will implement stormwater harvesting and reuse.	10 <input type="checkbox"/>
2	Project incorporates wet weather management systems including: permeable pavement, bioretention, tree plantings, green roofs, rain gardens and other practices that can be designed to mimic natural hydrology and reduce effective imperviousness.	10 <input type="checkbox"/>
3	Project will create riparian buffers, floodplains, vegetated buffers and additional streambank restoration methods.	10 <input type="checkbox"/>
4	Project supports wetland protection or restoration, including constructed wetlands.	10 <input type="checkbox"/>
5	Downspout disconnection to remove stormwater from sanitary sewers and manage runoff onsite.	5 <input type="checkbox"/>
6	Project incorporates green streets for new development, redevelopment or retrofits.	5 <input type="checkbox"/>

**E. Agricultural and Nonpoint Source Pollution Criteria (Maximum: 35 points)**

Ranking Criteria		Point Value
1	Project addresses water quality impacts associated with farming operations by: a) Implementing water-saving irrigation systems in farms currently using inefficient watering systems. b) Implementing methods to reduce soil and stream bank erosion. c) Utilizing BMPs including no-till farming practices, rotational grazing, cropland conversion and winter cover crops. d) Utilizing alternative watering sources including effluent or grey water reuse.	5 <input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/>
2	Project addresses water quality impacts associated with animal feeding operations by: a) Developing a Nutrient Management Plan. b) Establishing heavy-use protection areas. c) Implementing onsite waste management systems for manure and poultry litter; including recycling, spreading, and storage systems, and digester gas technologies. d) Utilizing dead bird composters and/or incinerators. e) Implementing BMPs (including exclusion fencing and stream crossings).	10 <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>

**F. Sustainability Criteria (90 possible bonus points) \***

Ranking Criteria		Point Value
1	Project incorporates one or more of the following planning methodologies: a) Comprehensive Land Use Plan (must designate areas where public infrastructure will and will not be supported) b) Asset Management Plan c) Watershed Management Plan d) Nutrient Management Plan e) Nutrient Trading f) Open Space Preservation g) Integrated Water Resource Plan that stresses water efficiency, reuse and conservation	5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
2	Project includes one or several of the following design considerations: a) Site fingerprinting for minimized landscape disturbance and sustainable landscape design. b) LEED certified or other ADEM-approved green building techniques for POTWs. c) Minimizes the environmental and water quality impact of construction through the use of clean fuel construction vehicles, construction waste reduction and other innovative methodologies. d) Project envelope is located in a previously developed area. e) Use of environmentally friendly post-consumer recycled or reclaimed materials.	5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
3	Project implements at least one of the following construction methods: • Innovative erosion control practices; • Protection of onsite trees, vegetation, native habitats and urban forests; or • Replanting of disturbed areas with native plant species.	5 <input type="checkbox"/>
4	Project will utilize one or more of the following water conservation strategies: a) Development of a water conservation program. b) Incorporates sustainable water pricing practices and rate structures. c) Completion of EPA's Water Quality Scorecard (see <a href="http://www.epa.gov/smartergrowth/water_scorecard.htm">http://www.epa.gov/smartergrowth/water_scorecard.htm</a> ).	5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/>

**G. Growth Criteria (50 possible bonus points)**

Ranking Criteria		Point Value
1	Project includes a significant growth component. (See PER instructions)	0 <input type="checkbox"/>
2	Project does not include a significant growth component. (See PER instructions)	50 <input type="checkbox"/>

**Sum the points from each category below.**

Part A: Enforcement and Compliance (50 points maximum)	0
Part B: Water Quality (135 points maximum)	0
Part C: Water/Energy Efficiency (65 points maximum)	0
Part D: Stormwater Management (50 points maximum)	0
Part E: Agricultural/Non-Point Source (35 points maximum)	0
Part F: Sustainability (90 bonus points maximum)	0
Part G: Growth (50 bonus points maximum)	0
<b>TOTAL POINTS CLAIMED:</b>	<b>0</b>

This form should be signed by the official who is authorized to execute contracts on behalf of the applicant jurisdiction.

**ONE SIGNED COPY (including attachments)** should be emailed to the address shown on Page 1 of this form.

Attachments to be included with this form:

1. Preliminary Engineering Report (PER Outline PER Format Below (Preferred))
2. Copies of last three (3) years of audited financial statements (if available)

Preliminary Engineering Report Outline:

1. **Description of Project**
  - a. Brief description and background of project
  - b. Purpose of project
  - c. Location of project
  - d. Project Scope
  - e. Average annual household water bill
  - f. Population and median household income
2. **Proposed Improvements**
  - a. System connections and connections that benefit from construction
  - b. System plan for water conservation
  - c. Proposed operation and management
  - d. Improvements to system
3. **Project Maps**
  - a. Include all affected water bodies
4. **Projected Outlay Schedule**
5. **Cost Breakdown**
  - a. Estimated cost outline for entire project
6. **Supporting Documentation\*** for priority points claimed, as required above. Any points claimed that cannot be readily substantiated from the information submitted will not be counted. The Department reserves the right to make the final determination of all points awarded.
7. **Growth Criteria:** If the project includes any of the following components, enter a point value of 0:
  - a. New (not a replacement) wastewater treatment plant (excluding decentralized systems).
  - b. Upgraded/expanded/replacement wastewater treatment plant where the purpose of the project is to increase the design flow or projects where the design flow of the facility incidentally increases by more than 20%.
  - c. Collection system improvements that increase design flow (excluding rehabilitation projects where the original design flow is restored).
  - d. New or expanded collection systems.
  - e. Any POTW project that serves future growth.

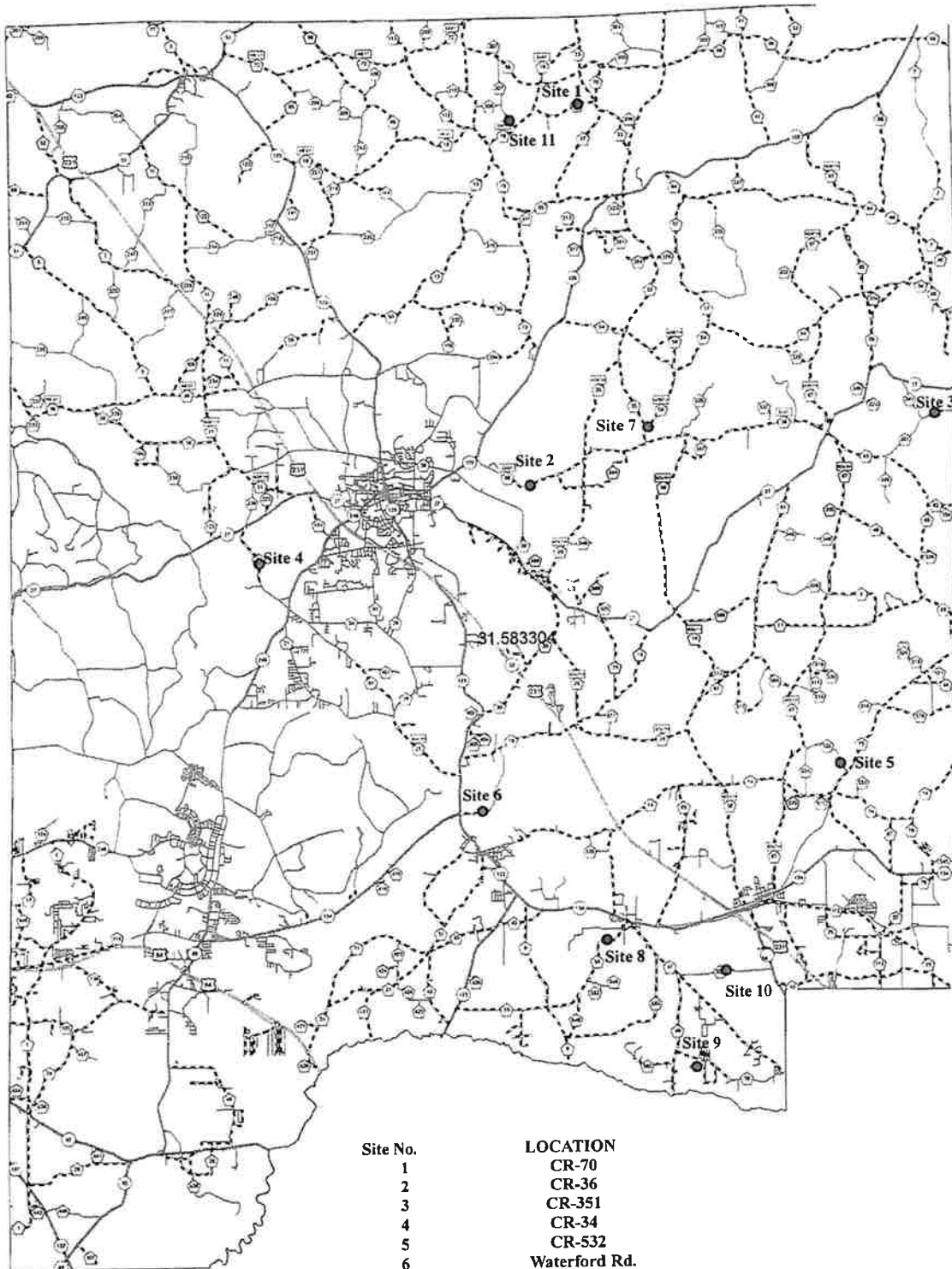
If none of the criteria above apply, the project will be awarded points as shown.

The undersigned representative of the applicant certifies that the information in the application and in the attached statements and exhibits is true, correct and complete to the best of the applicant's knowledge, information and belief.

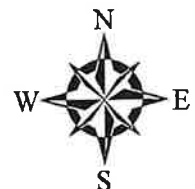
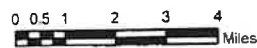
Signature of Authorized Representative <i>Steve McKinnon</i>	Print or Type Name Steve McKinnon
Title Chairman, Dale County	Date 6-29-23

# Dale County 2023 ARPA Stormwater Projects

## Exhibit 3



Site No.	LOCATION
1	CR-70
2	CR-36
3	CR-351
4	CR-34
5	CR-532
6	Waterford Rd.
7	CR-59
8	CR-55
9	Georgian Terrace
10	CR-554
11	CR-307



RESOLUTION

County of Dale  
State of Alabama



WHEREAS, the County Commission of Dale County, Alabama (the "Commission") is desirous of constructing or improving, by force account, by contract or both, stormwater management solutions on sections of roads included in the Dale County Road System and described as follows:

**CULVERT REPAIR AND REPLACEMENTS VARIOUS SITES**

WHEREAS, Ala. Acts, Act No. 2023-1, allocated a portion of the State's American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds to be provided as state-wide matching grants for investments in water and sewer projects eligible under 31 CFR 35.6.(e)(1)(i), (ii), (iii), and (v), to include stormwater projects; and

WHEREAS, the Alabama Department of Environmental Management ("ADEM") is charged with the administration of the award of these funds to counties and other eligible entities; and

WHEREAS, ADEM has announced the availability of these funds for matching grants of up to \$150,000.00 per Alabama county to implement eligible stormwater projects; and

WHEREAS, the County intends to apply to ADEM for matching grant funding in the amount of \$150,000.00 for the construction of the above-referenced stormwater project; and

WHEREAS, the County wishes to commit sufficient funds and/or other resources to satisfy the thirty-five percent required local match for this grant funding.

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

1. The Commission hereby authorizes the submission of the grant application described herein and agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project and the award of grant funds by ADEM for the project.
2. The Commission further allocates and authorizes the use of up to \$80,824.00 of its own funds and/or other resources to be used for the construction of the project.

**IN WITNESS WHEREOF**, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chair on the 27th day of June, 2023

  
Steve McKinnon  
Chair, Dale County Commission

202 S. Hwy 123, Suite A  
Ozark, Alabama 36360  
334.774.5875



**Matthew W. Murphy, P.E.**  
County Engineer

## **DALE COUNTY ROAD AND BRIDGE**

June 29, 2023

SRF Section  
Alabama Department of Environmental Management  
P.O. Box 301463  
Montgomery, AL 36130-1463

RE: DCP 23-06-23  
Project Engineering Record  
Dale County

### **Preliminary Engineering Report**

#### **1) Description of Project**

This project consists of 11 different sites throughout Dale County, each site contains corrugated metal pipe (CMP), or multiple lines of CMP. The existing pipe diameters range from 18" to 96". This project will involve replacing 50 feet of 96" pipe, 50 feet of 36" pipe, 160 feet of 24" pipe, and 50 feet of 18" pipe for sites 3-7 and site 10. Each pipe will be replaced with round aluminized metal pipe of the same size. Site 11 will involve replacing 50 feet of 54" pipe with a one size larger pipe (60") to accommodate larger flow rates and reduce flooding. In addition to the mentioned replacement of pipe, this project will also consist of lining 80 feet of 60" pipe (site 1) and 200 feet of 48" pipe (site 2). There will also be 120 feet of 60" pipe extensions installed at site 8, as well as driving sheet piles and grouting along a spillway at the inlet of a CMP culvert at site 9. The locations within this project involve tributaries that impact the following watersheds: Little Judy Creek, Judy Creek, Deal Creek, Alexander Creek, and the Choctawhatchee River. Areas where pipes are to be replaced will involve removal of the existing pipe, and re-establishing and stabilizing the cover over the pipe to adequately and safely support traffic. Riprap and filter fabric will also be placed along inlets and outlets, as directed by the engineer. This project will reduce maintenance costs for Dale County and protect its infrastructure and general public by eliminating potential hazards. According to the 2021 Census, Dale County has a population of 49,326, with a median household income of \$50,052.00.

**2) Proposed Improvements**

The current pipes at each of these locations within this project are in poor condition. The pipes selected for replacement, sites 3-7 and site 10, are beyond repair. The pipes in need of lining, sites 1 and 2, will soon be in the same condition if not addressed soon. Pipe extensions installed at site 8 will increase slope stability and prevent loss of material. The shoulders and slopes of the road at this location constantly erode and pose a threat to public safety. The inlet repair at site 9 will prevent undermining of the culvert and increase the life of the structure and roadway. Site 9 is located on a dead-end road; failure of this CMP culvert could leave residents stranded. The results of the work performed during this project will reduce the amounts of erosion, which in turn will reduce the amounts of sediment discharged into local watersheds improving the surface water quality of the surrounding area. Stabilization of slopes along each site and improving inlet and outlet conditions of each site will also aid in efforts of improving water quality and save Dale County continued maintenance costs that the current structures require in their current condition. In addition to improvements of water quality and Maintenance cost, this project will also benefit residents by eliminating potential hazards by reducing the risks of roadway failures and road closures due to erosion.

**3) Project Maps**

- a. See Attached

**4) Projected Outlay Schedule**

Work can be performed starting after the notice to proceed utilizing a limited supply of County materials, labor, and equipment. Some portions of the project may be performed by contract as needed. The estimated length of the project is less than six (6) months depending on weather limitations.

**5) Cost Breakdown**

Site No.	location	Labor & Equipment	Material Cost (Pipe, Filter Fabric, & Rip Rap)	Contract Cost
1	CR-70	\$0.00	\$0.00	\$18,700.00
2	CR-36	\$0.00	\$0.00	\$35,500.00
3	CR-351	\$15,000.00	\$22,850.00	\$0.00
4	CR-34	\$2,000.00	\$5,208.60	\$0.00
5	CR-532	\$1,500.00	\$3,390.50	\$0.00
6	Waterford Rd	\$3,000.00	\$5,490.88	\$0.00
7	CR-59	\$2,500.00	\$5,208.60	\$0.00
8	CR-55	\$25,000.00	\$29,326.60	\$0.00
9	Georgian Terrace	\$0.00	\$0.00	\$25,000.00
10	CR-554	\$2,500.00	\$4,472.40	\$0.00
11	CR-307	\$15,000.00	\$16,052.75	\$0.00
Total		\$66,500.00	\$92,000.33	\$79,200.00

Total \$237,700.33

**6) Supporting Documentation**

N/A

**7) Growth Criteria**

N/A





Taylor Sudden Service  
5640 Commerce Blvd. East  
Mobile, AL 36619  
(251) 443-8402



Taylor Power Systems  
947 Industrial Park Drive  
Clinton, MS 39056  
(601) 922-4444

**STANDBY GENERATOR INDUSTRIAL MAINTENANCE  
SERVICE AGREEMENT**

**11/6/2023**

Service Info:

Mr. Cajun Evans  
Dale County Commission  
Multiple Locations  
Ozark, AL 36360  
Email: [Cajun.evans@dalecountyal.gov](mailto:Cajun.evans@dalecountyal.gov)

Billing Address:

Dale County Commission  
202 South Hwy 123 Ste. C  
Ozark, AL 36360  
Customer #: 16508000  
Phone#: 334-445-6799

I. **Agreement Period: January 1, 2024, to December 31, 2024**

II. **Services: One Year Annual Agreement (Two visits per year)**

- One Basic Annual Service – see attached equipment list.
- One 41-Point Inspection --see attached equipment list.

III. **Equipment:**

1. **TG100 Serial Number: TP 30712 (124 Adam Street, Ozark, AL, Sheriff's Office)**

- One Basic Annual Service at **\$650.00—perform in January 2024**
- One 41-Point Inspection at **\$235.00—perform in July 2024**

2. **Generac 65521, Serial Number: 3000699057 (124 Adam Street, Ozark, AL Girls and Boys Club)**

- One Basic Annual Service at **\$410.00—perform in January 2024**
- One 41-Point Inspection at **\$235.00—perform in July 2024**

3. **TG150, Serial Number: TP 32245 (202 S Hwy 123, Ozark, AL Jail)**

- One Basic Annual Service at **\$750.00—perform in January 2024**
- One 41-Point Inspection at **\$235.00—perform in July 2024**

4. **MEP-1070A(60KW), Serial Number: H190623596 (583 Bivens Drive, Ozark, Al pistol range)**

- One Basic Annual Service at **\$620.00—perform in January 2024**
- One 41-Point Inspection at **\$235.00—perform in July 2024**

IV. **Payment Terms:**

You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.

**Please do not send payment; you will be invoiced. If Tax Exempt, please include documentation. If a PO is needed, please send the PO with the Agreement**

Taking Care of Our Customers is **PRIORITY ONE!**



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5640 Commerce Blvd. East  
Mobile, AL 36619  
(251) 443-8402



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947 Industrial Park Drive  
Clinton, MS 39056  
(601) 922-4444

**V. Activation of Agreement:**

Your Signature activates this service and must be received by the agreement start date.  
**Pricing is good for 30 days.** No service will be scheduled until a signed agreement is received. You may mail to 5640 Commerce Blvd. East Mobile, AL 36619, fax to 251-443-9569 or email to [sdunn@taylorbigred.com](mailto:sdunn@taylorbigred.com).

**VI. Taylor Sudden Service Disclaimer:**

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR POWER SYSTEMS FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

**VII. Taylor Agreement Price: \$ 3,370.00 + applicable taxes**

**Please do not send payment; you will be invoiced. If Tax Exempt, please include documentation. If a PO is needed, please send the PO with the Agreement**

*For questions on when your services will be performed or questions about service work that was done, contact the Inside Service Sales Supervisor that handles your agreement:*

➤ *Samuel Dunn 251-443-8402*

Accepted By: *Steve McMillon* Date: *11-14-23*

Printed Name: *Steve McMillon*

Prepared For: **Dale County Commission**

Prepared By: Sam Dunn  
Inside PM Sales Rep.

**Taylor Sudden Service - Generators**

3750 Halls Mill Road, Mobile, AL 36693 · Phone: 251-443-8402 · Fax: 251-443-9569

Taking Care of **Our Customers** is **PRIORITY ONE!**



**Sheriff Mason Bynum**

**DALE COUNTY SHERIFF'S OFFICE**

P.O. Box 279, Ozark, Alabama 36361  
Telephone: 334-774-2335 Fax: 334-774-2909  
Email: info@daleso.com

November 9, 2023

To: Chairman Steve McKinnon, Dale County Commission

From: Sheriff Mason Bynum

Re: Sgt Joe Weaver's Service Weapon and Badge

Please accept this letter as my official request that the Dale County Commission, pursuant to the Code of Alabama section 45-23-232, award Sergeant Joe Weaver his service weapon (SN# NMC957) and his Dale County Deputy Sheriff badge due to his impending retirement effective November 21, 2023.

I would also ask that this request be placed on the next available county commission agenda for consideration.

If you have any questions please let me know,

Mason Bynum

A handwritten signature in black ink, appearing to read "Mason Bynum".

Sheriff of Dale County

**RESOLUTION FOR THE ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES**

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

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

**WHEREAS**, the County may expend designated Revenue Replacement funds for government services, like improvements to County buildings; and

**WHEREAS**, the Dale County Commission ("Commission") has determined that making improvements to the Sheriff's Office (the "Project") is a necessary, reasonable, and proportionate use of ARPA funds; and

**WHEREAS**, the County has previously engaged Poly, Inc. to perform full architectural and engineering services for the Project 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 to reimburse Poly, Inc. for newspaper advertisement costs; 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 construction of the Project; and

**WHEREAS**, this Invitation to Bid was duly advertised in a newspaper of local circulation for three consecutive weeks; and

**WHEREAS**, Elite Building Group, LLC submitted a bid to construct the Project, which was publicly opened on November 9, 2023; and

**WHEREAS**, following a recommendation by Poly, Inc., the architect of record for the Project, the Commission has determined that the bid submitted for Elite Building Group, LLC represents the lowest responsive and responsible bid for this Project; and

**WHEREAS**, the Commission wishes to award this bid and enter into a contract with Elite Building Group, LLC to perform the work; and

**WHEREAS**, consistent with Code of Alabama (1975) § 39-5-1, the County Commission hereby certifies that the process followed in procuring these services was in substantial compliance with the Public Works Law and federal procurement requirements as applicable to the expenditure of Revenue Replacement Funds.

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

- 1) The County hereby allocates up to \$324,525.28 of its ARPA funds, designated as Revenue Replacement funds, to facilitate the government services set forth herein; to wit:
  - a. \$323,680.00 to Elite Building Group, LLC for the construction of the Project; and
  - b. \$845.28 to Poly, Inc. for reimbursement of newspaper advertisement costs.
  
- 2) The County hereby directs the County Administrator to negotiate a contract with Elite Building Group, LLC that is consistent with this Resolution; the bid documents issued by the County; federal, state, and local law; and ARPA terms and conditions.
  
- 3) The County further delegates the authority to the Chairman to execute the above-referenced contract, provided that the contract is consistent with this Resolution; the bid documents issued by the County; federal, state, and local law; ARPA terms and conditions; and if, in his discretion, the terms and conditions are in the best interest of the County.
  
- 4) Upon the execution of the contract, the County Administrator is hereby authorized to expend ARPA funds for costs of the Project.
  
- 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.
  
- 6) 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 14th day of November 2023.

  
\_\_\_\_\_  
Steve McKinnon, Chairman  
Dale County Commission



November 10, 2023

Mr. Steve McKinnon, Chairman  
Dale County Commission  
202 South Highway 123, Suite C  
Ozark, AL 36360

RE: Renovation to  
Dale County Sheriff's Office  
Dale County, Alabama

Dear Chairman McKinnon:

We have tabulated and analyzed the bids received by the Dale County Commission for the above referenced project. These bids were received at a public bid opening on Thursday, November 9, 2023. I have enclosed a copy of the Certified Tabulation of Bids for your standard filing practices.

The lowest bid received was submitted by Elite Building Group, LLC, Newton, Alabama in the amount of \$323,680.00. Poly has verified that Elite Building Group, LLC is a properly licensed contractor with the State of Alabama. Therefore, Poly recommends contract award to Elite Building Group, LLC in the Total Base Bid Amount of \$323,680.00.

If you need additional information regarding our recommendations, please feel free to call.

Sincerely,

POLY, INC.

A handwritten signature in blue ink that reads "Clayton M. Wilks".

Clayton M. Wilks, AIA, NCARB  
Principal Architect

CMW/lh

Enclosures

cc: 26-423C

# CERTIFIED TABULATION OF BIDS

PROJECT: RENOVATION TO DALE COUNTY SHERIFF'S OFFICE  
DALE COUNTY, ALABAMA

AS TABULATED BELOW, BIDS WERE RECEIVED:

DATE: November 9, 2023  
PLACE: 202 South AL-123, Suite A  
Ozark, AL 36360


TIME: 2:00 PM

CONTRACTOR	SURETY	TOTAL BASE BID	ALT. #1	ALT. #2	REMARKS
Elite Building Group, LLC 16100 US Hwy 84W Newton, AL 36352	yes	\$323,680	\$15,000	\$1,983	
JNB Services, LLC 381 N. Daleville Avenue Daleville, AL 36322	Yes	\$348,000	\$42,800	\$3,500	

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Sworn and subscribed before me this 10<sup>th</sup> day of NOVEMBER 2023.

*Linda A. Piodde*  
Public Notary



By: Clayton M. Wilks, Principal Architect

*Clayton M. Wilks*  
Signature

Name and Title of Architect or Engineer

