



Dale County Commission

Commission Meeting Minutes – February 13, 2024

The Dale County Commission convened in a regular session Tuesday, February 13, 2024. 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 Grantham followed with the Pledge of Allegiance.

APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Wilson made a motion to approve the memorandum of warrants and minutes:

Memorandum of Warrants:

- Accounts Payable Check Numbers: 98246 – 98435.
- Payroll Check Numbers: 154949 – 154950.
- Direct Deposit Check Numbers: 427560 - 427852.

Minutes: Commission Meeting of January 23, 2024.

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

APPROVED – PERSONNEL

Commissioner Wilson made a motion to approve the following:

- Robert Romigh – Reserve Pilot – New Hire.
- Wanda Brogdon – Correction Officer – Jail – New Hire.
- Nathan Sutton – Correction Officer – Jail – New Hire.
- Taylor Moates – Deputy – Sheriff Office – New Hire.
- Matthew Watson – Deputy – Sheriff Office – New Hire.

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

APPROVED – TRAVEL

Commissioner Enfinger made a motion to approve the following:

- Matt Murphy, Andrew Faulk – ACEA Engineers Conference – May 6-9, 2024.
- Matt Murphy, Andrew Faulk – CGEI Legal Primer – April 10-11, 2024.

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

APPROVED – OVERTIME POLICY – SHERIFF

Commissioner Wilson made a motion to approve to adopt the overtime policy according to the FLSA regarding law enforcement. Those on a 12-hour shift and considered law enforcement will receive overtime after 84 hours in a work period of 14-days. See Exhibit 1.

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

APPROVED – AVENU AGREEMENT

Commissioner Enfinger made a motion to approve an Avenue Agreement for Tax Revenue Administration. See Exhibit 2.

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

APPROVED – OPEN NEW CD ACCOUNT

Commissioner Carroll made a motion to approve opening a new CD account with River Bank & Trust.

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

APPROVED – RESOLUTION IN SUPPORT OF AMENDMENT ONE

Commissioner Grantham made a motion to approve a resolution in support of Amendment One on the March 5, 2024 ballot. See Exhibit 3.

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

APPROVED – ARPA FUNDS – R&B OFFICE ADDITION

Commissioner Grantham made a motion to approve an expenditure for servers and installation for the Road & Bridge Office addition. See Exhibit 4.

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

APPROVED – WORK REQUEST – CITY OF LEVEL PLAINS

Commissioner Wilson made a motion to approve a work request for the City of Level Plains. See Exhibit 5.

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

APPROVED – DALE COUNTY PROPERTY TAX LEVY

Commissioner Grantham made a motion to approve the Dale County Property Tax Levy. See Exhibit 6.

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

APPROVED – COUNTY LEVIES FOR ALCOHOL LICENSING

Commissioner Grantham made a motion to approve the County Levies for Alcohol Licensing for Dale County, Alabama. See Exhibit 7.

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

APPROVED – JAIL AD VALOREM EXPENDITURE, FUND 151

Commissioner Carroll made a motion to approve the expenditure for a 3-Ton AC for the Jail. See Exhibit 8.

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

APPROVED – ARPA FUNDS – JAIL RENOVATION

Commissioner Carroll made a motion to reject the bid, received 01/30/24, for mechanical upgrades at the County's Jail.

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

APPROVED – ARPA FUNDS – IAC REVIEW

Commissioner Wilson made a motion to approve an IAC review of expenditures for the Jail, three (3) vehicles, and the Sheriff's Office, body armor and uniforms.

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

APPROVED – SOLID WASTE SOFTWARE UPGRADE

Commissioner Grantham made a motion to approve an expenditure for the Solid Waste's software upgrade with Harris Local Government. See Exhibit 9.

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

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, February 27, 2024, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

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



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

February 7, 2024

To: Commission Chairman McKinnon

The Dale County Sheriff's Office is requesting the Dale County Commission adopt a policy in regards to 12 hour employees. We ask that the policy create a 14 day work period for all those in law enforcement (according to FLSA) that are on 12 hour shifts at the Dale County Sheriff's Office, with overtime pay accruing after 84 hours worked in each work period.



Mason Bynum
Sheriff
Dale County Sheriff's Office
(334)774-2335



Tax Revenue Enhancement Agreement Tax Revenue Administration

This agreement made by and between Avenu Insights & Analytics, LLC ("AVENU") and Dale County, a government entity in the state of Alabama ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing services for taxes as designated by CLIENT and set forth in **Exhibit A**.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: Dale County, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. **Exhibit A: IT IS CLIENT'S RESPONSIBILITY TO REVIEW THE DISTRIBUTION OF FUNDS AND TAX RATE(S) SET FORTH IN THE ATTACHED EXHIBIT A AND PROVIDE IMMEDIATE NOTICE TO AVENU OF ANY CHANGES IN THE DISTRIBUTION OF FUNDS OR TAX RATES. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO: Avenu Insights & Analytics, LLC, 600 Beacon Parkway West, Suite 900, Birmingham AL 35209, Attention: Contracts Department.** An amended Exhibit A shall be prepared by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentences with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to ensure designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT:
 - i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to

AVENU. These reports will be provided by the 10th of the month following the tax month;

- ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.
7. Consideration for Remittance Processing Services: AVENU shall be compensated for the services rendered under this Agreement in accordance with the schedule of fees set forth in **Exhibit A**.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for taxes designated by CLIENT and set forth in **Exhibit A**. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to **Section A, Remittance Processing Services**, set forth above.
3. Consideration for Compliance Services: AVENU shall be compensated for the services rendered under this Agreement in accordance with the schedule of fees set forth in **Exhibit A**.

C. Audit Services

1. Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

2. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
3. Consideration for Audit Services: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in **Exhibit A**. There shall be no contingency fees.
 - i. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
 - ii. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
 - iii. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 1. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 2. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - a. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - b. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.

D. General Provisions

1. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence May 1, 2024 with collection of May 2024 taxes to be remitted on or before June 20, 2024.
2. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

3. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
4. **Information Provided:** CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
5. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
6. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
7. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
8. **Company Audit:** Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
9. **Indemnity:** To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to the taxes of CLIENT set forth in **Exhibit A**, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
10. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AVENU, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/ OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT AVENU HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN

ADDITION, AVENU'S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEE PAID BY THE CLIENT FOR THE AFFECTED SERVICE TO WHICH THE CLAIM PERTAINS. THE FOREGOING SETS FORTH THE CLIENT'S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN AVENU AND THE CLIENT AND AVENU'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

11. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
12. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
13. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
14. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
15. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.

- 16. Immigration: By signing this Contract, the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.
- 17. Compliance With Title 41-16-5, Code Of Alabama,1975, Boycott Limitations: Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. Avenu represents and warrants 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.
- 18. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
- 19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

Avenu Insights & Analytics, LLC

Dale County

By: _____

By: Steve McKinney

Name: James Barkman

Name: Steve McKinney

Title: Chief Financial Officer

Title: Chairman

Date: _____

Date: 02-13-24

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

January 23, 2024

Cheryl Ganey

Dale County

(Dale County Commission: Cheryl Ganey)

202 AL-123, Ozark, AL 36360

Dale County Courthouse:

100 E. Court Square

OZARK, AL 36360

Dear Cheryl Ganey:

Funds will be distributed in the following accounts as set forth below pursuant to this following:

Tax Type	Rate Type	Agency	Routing #	Account #	Distribution %
Sales & Use	General				
Sales & Use	Mfg Machine				
Sales & Use	Farm				
Sales & Use	Auto				
Sales & Use	Amusement				
Sales & Use	Vending				
Tobacco					

Tax Types and Tax Rates will be administered at the following percentages:

Tax Type	Rate Type	Tax Rate
Sales & Use	General	
Sales & Use	Mfg Machine	
Sales & Use	Farm	
Sales & Use	Auto	
Sales & Use	Amusement	
Sales & Use	Vending	

Tobacco Tax: Tax Types and Tax Rates will be administered as follows:

Jurisdiction	Cigarettes Pack	Chewing Tobacco Pack	Snuff Can	Smoking Tobacco Pack	Cigars - each Cigar	Little Cigars as Indicated	Rolling Papers Pack

If at any time there are any discrepancies between the schedule set out above and CLIENT's records, please notify us in writing immediately.

IT IS CLIENT'S RESPONSIBILITY TO REVIEW THE ABOVE DISTRIBUTION OF FUNDS AND TAX RATE(S) AND PROVIDE IMMEDIATE NOTICE TO AVENU OF ANY CHANGES IN THE DISTRIBUTION OF FUNDS OR TAX RATES. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
 600 Beacon Parkway West, Suite 900
 Birmingham AL 35209
 ATT: Contracts Department

COMPENSATION FOR TAX REVENUE ADMINISTRATION SERVICES

Tobacco Tax Remittance Processing and Compliance Services:

AVENU will receive an amount equal to 1.95% of gross revenues collected, for providing Remittance Processing and Compliance Services.

Sales and Use Tax Remittance Processing and Compliance Services: AVENU will receive an amount equal to Two Dollars and ninety-two Cents (\$2.92) per account per transaction OR 1.95% of gross revenues collected, whichever is lower, for providing Remittance Processing and Compliance Services.

Audit Services: AVENU will receive an amount based on an hourly rate of ninety-eight dollars (\$98.00) for audit services. There shall be no contingent fees.

Price Adjustment: The fees associated with Remittance Processing and Compliance Services and Audit Services are adjusted annually at the beginning of each Term of the Agreement by five percent (5%).

If there are any questions about this Schedule A, or Avenu assistance is required, please contact Connie Taylor, Client Relations Manager, at the contact information listed below.

Sincerely Yours,

Connie Taylor
Client Relations Manager
Avenu Insights & Analytics, LLC
205-423-4144 direct dial
205-423-4097 direct fax

RESOLUTION OF THE DALE COUNTY COMMISSION

WHEREAS, voters will soon consider Amendment 1, which will be on the ballot during the 2024 Primary Election held on March 5, 2024; and

WHEREAS, the Legislature regularly passes local laws and local constitutional amendments that impact the services provided to the county's residents, as well as the mechanisms for funding these services; and

WHEREAS, some of these taxpayer-funded services include law enforcement, education, fire protection, ambulance services, the regulation of alcoholic beverages, and economic development; and

WHEREAS, since 1984, the Alabama Constitution has required that no legislation be considered by the Legislature until both of the State's annual budgets are passed and delivered to the Governor; and

WHEREAS, there is an exception that allows the Legislature to consider other matters ahead of the budgets by adopting a "Budget Isolation Resolution" (BIR) by a vote "of not less than three-fifths of a quorum present"; and

WHEREAS, the language of this exception has been interpreted various ways since 1984 and has generated lawsuits in recent years over how many votes are needed to adopt a BIR; and

WHEREAS, if a court finds that a local law's BIR was adopted improperly, it could result in that local law being challenged on procedural grounds, even if the local law otherwise passed both chambers and became law; and

WHEREAS, Amendment 1 would allow local bills and local constitutional amendments to be considered by the Legislature without the adoption of a BIR, removing a procedural step from the legislative process; and

WHEREAS, the Association of County Commissions of Alabama has adopted a resolution encouraging Alabamians to vote yes to Amendment 1 on March 5, 2024.

NOW, THEREFORE BE IT RESOLVED BY THE DALE COUNTY COMMISSION that it encourages the citizens of the county to go to the polls on March 5, 2024, and make their voices heard on Amendment 1.

DONE this 13TH day of February, 2024.



Steve McKinnon, Chairman

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

Exhibit 4

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

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

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

WHEREAS, the County has determined that there is a need to provide the following government services to its citizens and that it is within the authority of the County to provide these services: provision of computer server and connections to support the engineering department to be installed in the new engineering building; and

WHEREAS, the County has determined that the procurement and installation of server equipment is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services; and

WHEREAS, the County has identified vendors from which to procure these servers (including installation) in a manner consistent with federal and state laws and guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) 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 \$16,517.76 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein.
- 2) The County Administrator is hereby authorized to expend these funds to purchase and install server and connection equipment to facilitate the provision of these services.
- 3) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.
- 4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 13th day of February 2024.



Steve McKinnon, Chairman
Dale County Commission

Work Request Form

Dale County Road & Bridge Department

Government Entity: City of Level Plains

Date Requested: 2/13/2024

Requested by: Stanley Gatlin

Project Location: Level Plains

Description of Work: Pot hole patching (see attached list)

Cost Estimate: _____
(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: 2/13/2024

Approved (Y/N): _____

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.

Exhibit 5

CITY OF LEVEL PLAINS REQUESTING THE POT HOLES ON THE
FOLLOWING STREET PATCHED.

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H

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D

C

LA DONNA

MIKE

Z

MACHELLE - *County*

BRANDI - *County*

GRONER

THOMAS

MYRTLE

HOPE

OLIVIA

CENTER

RICE CIR

THANKS STANLEY GATLIN 2-5-24

DALE COUNTY PROPERTY TAX LEVY

WHEREAS, Act 2014-433 requires that, at its first regular meeting in February 2024, the Dale County Commission shall levy the general and special ad valorem taxes for the county for the tax year which begins on October 1, 2024; and

WHEREAS, the tax levy established by the Dale County Commission shall include the rate or rates at which the taxes shall be assessed and collected and the purpose or purposes for each tax levied; and

WHEREAS, pursuant to Act 2014-433, the general and special ad valorem tax levies, rates, and purposes established at the first regular meeting in February 2024 shall remain in place in all subsequent tax years until and unless altered by the Dale County Commission pursuant to a change in tax rate by general law.

NOW THEREFORE BE IT RESOLVED and ordered by the Dale County Commission that the following taxes are hereby levied at the rate or rates and for the purpose or purposes set out below, and shall be assessed and collected for the tax year beginning October 1, 2024; and for each subsequent tax year until and unless altered by the county commission pursuant to a change in tax rate by general law;

STATE:

General Fund	2.5 Mills	0.0025
Old Soldiers	1.0 Mills	0.001
Schools	3.0 Mills	0.003
TOTAL STATE	6.5 Mills	0.0065

COUNTY:

General Fund	7.0 Mills	0.007
Road & Bridge Fund	3.5 Mills	0.0035
County Wide School	4.0 Mills	0.004
County Wide School	1.0 Mills	0.001
Hospital	3.0 Mills	0.003
Jail	0.5 Mills	0.0005
TOTAL COUNTY	19.0 Mills	0.019

SCHOOL DISTRICTS:

Dale County	#1	4.0 Mills	0.004
Dale County	#1	1.0 Mills	0.001
Ozark City	#41	4.0 Mills	0.004
Daleville #63		3.0 Mills	0.003
Daleville #63		2.0 Mills	0.002
Dothan	#60	4.0 Mills	0.004
Dothan	#60	1.0 Mills	0.001
Enterprise	#48	4.0 Mills	0.004

MUNICIPALITIES:

			Total Mills	
02 Ozark	21.0 Mills	0.021	50.5	0.0505
03 Ariton	8.0 Mills	0.008	38.5	0.0385
04 Clayhatchee	5.0 Mills	0.005	35.5	0.0355
05 Daleville	5.0 Mills	0.005	35.5	0.0355
06 Grimes	5.0 Mills	0.005	35.5	0.0355
07 Level Plains	5.0 Mills	0.005	35.5	0.0355
08 Midland City	5.0 Mills	0.005	35.5	0.0355
09 Napier Field	5.0 Mills	0.005	35.5	0.0355
10 Newton	5.0 Mills	0.005	35.5	0.0355
11 Pinckard	7.0 Mills	0.007	37.5	0.0375
12 Dothan	5.0 Mills	0.005	35.5	0.0355
13 Enterprise	17.5 Mills	0.0175	47.0	0.0470

Total Millage Collected in the County (no city limits) = 30.5 MILLS

BE IT FURTHER RESOLVED and ordered by the Dale County Commission that it does hereby certify this tax levy to the county tax assessing official by copy of this resolution, which levy includes the rate or rates of taxation and the purpose or purposes for which each tax is levied.

BE IT FURTHER RESOLVED and ordered by the Dale County Commission that, pursuant to Act 2014-433, this certification shall remain in full force and effect until and unless altered by the Dale County Commission pursuant to a change in tax rate by general 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 this the 13th day of February, 2024.


 Steve McKinnon
 Chairman, Dale County Commission

COUNTY (23) DALE 2024-2025

*****NO CHANGES*****

	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 Lounge Retail Liquor - Class I	\$50.00	\$300.00	\$100.00	\$400.00	\$450.00
011 Lounge Retail Liquor - Class II - (Package)	\$50.00	\$300.00	\$100.00	\$400.00	\$450.00
020 Restaurant Retail Liquor	\$50.00	\$300.00	\$100.00	\$400.00	\$450.00
031 Club Liquor - Class I	\$50.00	\$300.00	\$100.00	\$400.00	\$450.00
032 Club Liquor - Class II	\$50.00	\$750.00	\$100.00	\$850.00	\$900.00
** 040 Retail - Beer - (On or Off Premises)	\$50.00	\$150.00	\$75.00	\$225.00	\$275.00
** 050 Retail - Beer - (Off Premises Only)	\$50.00	\$150.00	\$75.00	\$225.00	\$275.00
** 060 Retail Table Wine (On or Off Premises)	\$50.00	\$150.00	\$75.00	\$225.00	\$275.00
** 070 Retail Table Wine (Off Premises Only)	\$50.00	\$150.00	\$75.00	\$225.00	\$275.00
080 Liquor Wholesale	\$50.00	\$500.00	\$100.00	\$600.00	\$650.00
** 090 Wholesale Beer Only	\$50.00	\$550.00	\$275.00	\$825.00	\$875.00
** 100 Wholesale Table Wine Only - 16.5% or Less	\$50.00	\$550.00	\$275.00	\$825.00	\$875.00
** 110 Wholesale Table Wine & Beer Combined	\$50.00	\$750.00	\$375.00	\$1,125.00	\$1,175.00
120 Warehouse License	\$50.00	\$200.00	\$100.00	\$300.00	\$350.00
** 130 Additional Warehouse - Wine, Beer or Both	\$50.00	\$200.00	\$100.00	\$300.00	\$350.00
140 Special Events Retail	\$50.00	\$150.00	\$100.00	N/A	\$300.00
150 Special Retail License - 30 days or less	\$50.00	\$100.00	\$100.00	N/A	\$250.00
160 Special Retail - More than 30 days	\$50.00	\$250.00	\$100.00	\$350.00	\$400.00
170 Retail Common Carrier	\$50.00	\$150.00	\$100.00	\$250.00	\$300.00
200 Manufacturer	\$50.00	\$500.00	\$100.00	\$600.00	\$650.00
** 210 Importer	\$50.00	\$500.00	\$250.00	\$750.00	\$800.00
** 220 Brewpub	\$50.00	\$1,000.00	\$500.00	\$1,500.00	\$1,550.00
230 International Motor Speedway	\$50.00	\$300.00	\$300.00	\$600.00	\$650.00
240 Non Profit - Tax Exempt	N/A	N/A	N/A	N/A	N/A
250 Wine Festival License	\$50.00	\$50.00	\$50.00	N/A	\$150.00
260 Wine Festival Participant License	\$50.00	\$15.00	\$15.00	N/A	\$80.00
500 Direct Wine Shipper	\$50.00	\$200.00	\$200.00	\$350.00	\$450.00
510 Wine Fulfillment Center	\$50.00	\$500.00	\$500.00	\$1,000.00	\$1,050.00
520 Additional Wine Fulfillment Center	\$50.00	\$100.00	\$100.00	\$200.00	\$250.00
530 Delivery Service License	\$100.00	\$250.00	N/A	\$250.00	\$350.00
800 In-State Winery Off-Site Tasting Permit	\$50.00	N/A	\$0.00	\$0.00	\$50.00
Hospitality Management Program License	\$50.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,050.00
Food or Beverage Truck License	\$50.00	\$300.00	\$300.00	\$600.00	\$650.00

* A non-refundable filing fee is charged to all new licenses and transfers.

** May not charge more than one-half of the State fee for this type of license.

SIGNED: 
 Authorized County Official

Chairman
 Title

02/13/2024
 Date



Proposed by: CHAD MESEY
186 NORTH UNION AVE
Ozark, Al 36360
Tel : 334-774-8050
chad@haglerac.com
www.haglerac.com HVAC
STATE LICENSE # 00157
REFRIGERATION STATE
LICENSE # 51409

DALE COUNTY JAIL
BOOKING ROOM
124 ADAMS ST
OZARK, AL 36360
Tel : 334-733-8688
sbaxley@daleso.com



Turn to the experts

3 TON AC WITH GAS FURNACE

Your Investment

\$7,679

Net Investment

\$7,679



MODELS

Carrier

24SCA536W003

- Comfort Series
- Single-Stage
- Air Conditioner

- 10-Year Limited Warranty Upon Timely Registration
- 5 Year Limited Warranty If Not Registered
- Must Be Registered in 90 Days

Carrier

TH5220D1003

- FocusPRO 5000
- Digital Non Programmable Thermostat
- 10-year parts limited warranty upon timely registration
- 5 years if not registered within 90 day

INCLUDED SERVICES:

- 24 HOUR SERVICE GUARANTEE - HAGLER HEATING AND COOLING OFFER 24/7 SERVICE YEAR ROUND
- USE EXISTING ELECTRICAL WITH NEW SEAL TIGHT INSULATION WHIPS
- USE EXISTING CONTROL WIRE WITH NEW SEAL TIGHT INSULATION
- .FLEW PIPE AND GAS LINE AT AIR HANDLER
- CEILING AND FLOOR SAVER DRAIN SAFETY SWITCH TO HELP PREVENT FLOOR OR CEILING DAMAGE FROM CLOGGED DRAINS
- NEW DRAIN
- LEVELING AND INSTALLING A NEW OUTDOOR PAD TO HELP WITH NOISE REDUCTION AND UNIT LIFE EXPECTANCY
- HORIZONTAL INSTALLATION WITH NEW PLATFORM, METAL DRAIN PAN, AND NOISE REDUCTION FOAM BLOCKS.
- PERMIT FEES

1

Choose Your Payment Option

- Credit Card Financing Check
- Cash

2

Choose Your Equipment Option

- 3 TON AC WITH GAS FURNACE

3

Terms and Conditions

To View The HVAC Opcost website - CLICK THIS LINK! 2. To read about Hagler Heating and Cooling Inc - CLICK THIS LINK!

TERMS & CONDITIONS OF AGREEMENT: ALL WORK TO BE PERFORMED IN A NEAT WORK AND PROFESSIONAL MANNER.

NOTE ALL COMMERCIAL INSTALLATIONS (BUSINESS, SCHOOLS, CHURCHES, ECT) WILL HAVE A 1 YEAR LABOR WARRANTY, 1 YEAR PARTS WARRANTY AND 5 YEAR COMPRESSOR WARRANTY.

IF CUSTOMER CHOOSES TO USE DEBIT OR CREDIT CARD TO PAY THEIR BALANCE THEY MUST ONLY USE ONE CARD TO PAY THE BALANCE IN FULL FOR NO ADDITIONAL CHARGE. EACH ADDITIONAL CARD WILL BE A 3% CHARGE ADDED TO THE TOTAL COST OF THE BALANCE DUE.

IF CHOOSING FINANCING OR REBATES, ONLY CHOOSE ONE OR THE OTHER, WE DO NOT OFFER FINANCING WITH REBATE OFFERS.

Signature of Authorized Purchaser: [Signature] Date 02-13-24 Payment to be made as follows: Balance on completion Hagler Heating and Cooling Inc proposes hereby to furnish and install the equipment and materials as described above on the terms and conditions provided herein.

This proposal is good for thirty (30) days from the date hereof, but may be accepted at any later date at the sole discretion of Hagler Heating and Cooling Inc.

Signature of Authorized Representative of Hagler Heating and Cooling Inc: _____ Date _____

3.0 TON CARRIER AC WITH GAS FURNACE - Revised 08/2023 - Date Created: 02-06-2024

4

Approve Your Proposal

Print your name [Text Box]

Draw your signature. [Signature Line]

I accept the terms of this agreement.

PRICING PROPOSAL



Date: February 8, 2024
 Contract #: JMB-DALECOGOVAL-020824
 Effective To: February 29, 2024
 Prepared By: Jessica Blackwell

This understanding between DALE COUNTY GOVERNMENT at 202 South Highway 123, Ozark, AL 36360 ("Purchaser") and Computer Software Innovations, Inc. at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext. Amount
ANNUAL HOSTING SERVICES (RECURRING ANNUAL FEES):			
1	Annual Cloud Hosting (Additional Full-Time User) - SmartFusion	\$840.00	\$840.00
	<ul style="list-style-type: none"> • Annual Cloud Hosting Includes: <ul style="list-style-type: none"> ○ Server Costs ○ All Server Maintenance ○ All Windows Updates ○ All SmartFusion & Microsoft Backups ○ Troubleshooting for any SmartFusion/Printer Issues • Annual hosting access for one (1) <i>additional</i> user • RECURRING ANNUAL HOSTING FEE 		
	Total Annual Hosting Services:		\$840.00
PROFESSIONAL SERVICES (ONE-TIME FEES):			
1	Hosting Setup/Configuration - SmartFusion	\$500.00	\$500.00
	<ul style="list-style-type: none"> • Hosting Setup/Configuration Includes: <ul style="list-style-type: none"> ○ Remote User Creation in Hosted Environment ○ Remote Configuration of Additional Users ○ Client Verification • ONE-TIME CHARGE ONLY 		
	Total Professional Services:		\$500.00
		TOTAL:	\$1,340.00
		TOTAL RECURRING ANNUAL HOSTING SERVICES:	\$840.00

Thank you so much for your continued support and business!

PRICING NOTES:

- All "ANNUAL HOSTING SERVICES" line-item amounts are recurring annual fees and will be billed to coincide with your current maintenance agreement.
- All "PROFESSIONAL SERVICES" line-item amounts are one-time charges only.
- Harris reserves the right to audit the count of the actual concurrent users during any month and adjust the hosting fee and invoice the Client accordingly.

To move forward with this project, please return a signed copy of this proposal to Jessica Blackwell via email to jblackwell@harriscomputer.com on or before February 29, 2024.

PRICING PROPOSAL

Payment Terms: Order will be processed with the return of signed quote. Licenses, hardware, and services, including travel and lodging expenses, will be billed as product is delivered and/or the work is performed.

Travel and Lodging for Services: All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. Travel time will be charged for all onsite work at a rate of three hundred dollars (\$300) for up to three days and six hundred dollars (\$600) for four days or more onsite. When an employee is at or traveling to the Purchaser's offices, sixty-five dollars (\$65) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

Scheduling: Harris will use its best efforts to select a mutually agreeable date for services. Cancellation or rescheduling of services must be done five business days or one calendar week prior to scheduled service date. A five-hundred-dollar (\$500) cancellation fee will be assessed for cancellations/rescheduling done outside of the time frame specified.

Applicable Tax: Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

Purchaser: **DALE COUNTY GOVERNMENT (AL)**

By: Steve Mitzner

Date: 2/3/24

Title: Chairman