

# ***Dale County Commission***

**Commission Meeting Minutes - January 8, 2019**

The Dale County Commission convened in a regular session Tuesday, January 8, 2019. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; and District Four Commissioner Frankie Wilson. Absent: District Three Commissioner Charles W. Gary.

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

## **APPROVED – AGENDA**

Commissioner Carroll made a motion to approve the agenda with the following additions: 1) two travel requests 2) Troy University Tower Memorandum of Understanding.

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

## **APPROVED – MEMORANDUM OF WARRANTS**

Commissioner Wilson made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 82187-82430.
- Payroll Check Numbers: 154526 -154534.
- Direct Deposit Check Numbers: 29465-29750.

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

## **APPROVED – DECEMBER 11, 2018 MINUTES**

Commissioner Carroll made a motion to approve the Minutes of the Commission Meeting on December 11, 2018.

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

**APPROVED – TRAVEL REQUEST**

Commissioner Wilson made a motion to approve the following travel request.

- Derek Brewer, Road & Bridge – Feb. 12-13, 2019 – 62<sup>nd</sup> Annual Alabama Transportation Conference – Montgomery, AL - \$465.00.
- Derek Brewer, Road & Bridge – Feb. 25-27, 2019 – Alabama Vegetation Management Society Annual Meeting – Tuscaloosa, Al. - \$460.00.
- Shelia Grimes & Kim Goode, Revenue – Jan 12-14, 2019 – Alabama Licensing Officials Conf – Prattville, AL - \$942.00.
- Mark Ashcroft, Appraisal – Jan 14-18, 2019 – Appraisal School – Auburn, AL - \$1,518.00.

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

**APPROVED – PERSONNEL**

Commissioner McKinnon made a motion to approve the following positions in the Classification Plan of Dale County's Personnel System. Also, to post for the Maintenance/IT Specialist position. See Exhibit 1.

- Maintenance/IT Specialist.
- Assistant Maintenance Supervisor.

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

**APPROVED – PERSONNEL**

Commissioner Wilson made a motion to approve the following new hires.

- Jonathan P. Webb – Full-Time - Jailer.
- Roberto R. Pinto - Full-Time - Jailer.

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

**APPROVED – ROAD & BRIDGE – DAMAGE CLAIM**

Commissioner Carroll made a motion to approve the reimbursement to Mr. Rodney Logan of \$100.00 for damage.

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

**APPROVED – SHERIFF’S OFFICE – TROY UNIVERSITY TOWER**

Commissioner Wilson made a motion to approve an Agreement for radio communications on the radio tower at Troy University. See Exhibit 2.

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

**APPROVED – EXECUTIVE SESSION**

Commissioner McKinnon made a motion to approve going into Executive Session for the reason of General Reputation and Character. Also, that the Commission will reconvene after the Executive Session.

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

**APPROVED – RECONVENE COMMISSION MEETING**

Commissioner Wilson made a motion to reconvene the Commission Meeting.

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

Chairman Blankenship called the meeting to order at 11:30am.

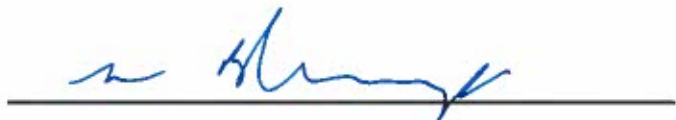
**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, January 22, 2019 at 10:00 a.m.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner McKinnon 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.



**Mark Blankenship, Commission Chairman**

## **Maintenance / IT Specialist**

|                 |                   |                        |
|-----------------|-------------------|------------------------|
| <b>Division</b> | <b>Department</b> | <b>Location</b>        |
| Maintenance     | County Commission | Dale County Commission |

|                        |                |
|------------------------|----------------|
| <b>Reports To</b>      | <b>Grade X</b> |
| Maintenance Supervisor |                |

### **Job Summary**

Provide installation, repair and upkeep of the computer, communications networks, programmable HVAC and time and attendance software throughout the properties of the Dale County Commission. Maintain County Website and the County Social Media pages. Oversee cyber security awareness and training. Serve as Dale County Safety Coordinator. Fill in as needed by Commission.

### **Duties and Responsibilities**

1. Install, configure and upgrade, computer hardware, software, and attached peripherals, network and desktop operating systems, applications and associated cabling.
2. Assists Maintenance Supervisor as a purchasing agent in ordering supplies and equipment.
3. Keep and maintain accurate inventory.
4. Maintain work orders and job related documentation.
5. Ensure adherence to good safety standards, including building inspections.
6. Acts as Liaison with contractors to represent the interest of Dale County and assist Maintenance Supervisor in writing specifications for bid packages.
7. Model and maintain high ethical standards.
8. Demonstrate initiative in the performance of assigned responsibilities.
9. Maintain expertise in assigned area to fulfill project goals and objectives.
10. Participate successfully in the training programs offered to increase skill and proficiency related to assignment
11. Keep Maintenance Supervisor informed of potential problems or unusual events.
12. Respond to inquiries and concerns in a timely manner.
13. Exhibit interpersonal skills to work as an effective team member.
14. Demonstrate support for the Dale County Commission and its goals and priorities
15. Demonstrate initiative in identifying potential problems or opportunities for improvement.
16. Perform other tasks consistent with the goals and objectives of this position.
17. Assist in election functions.
18. Assists as Solid Waste Clerk back up.
19. Serves as Dale County Safety Coordinator overseeing a Countywide Safety Committee and Safety Program. Works with Insurance Carrier Loss Control Representatives and follows up with loss control surveys. Attends loss Prevention training other related safety annually. Coordinates safety training and implements safety rules in all departments.

## Maintenance Technician / IT Specialist

### Supervisory Responsibilities - None

#### Physical Demands

|                 |                |                |
|-----------------|----------------|----------------|
| <b>Standing</b> | <b>Walking</b> | <b>Sitting</b> |
| Up to 33%       | 33 - 66%       | 33 - 66%       |

|                                       |                              |
|---------------------------------------|------------------------------|
| <b>Stooping, Kneeling, Crouching,</b> | <b>Climbing or Balancing</b> |
| 33 - 66%                              | Up to 33%                    |

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| <b>Use Hands to Finger, Handle,</b> | <b>Reaching with Hands and Arms</b> |
| More than 66%                       | More than 66%                       |

**Talking or Hearing**  
More than 66%

|                            |                    |                    |                     |                  |
|----------------------------|--------------------|--------------------|---------------------|------------------|
| <b>Lifting Up to 10lbs</b> | <b>Up to 25lbs</b> | <b>Up to 50lbs</b> | <b>Up to 100lbs</b> | <b>More than</b> |
| Up to 33%                  | Up to 33%          | Up to 33%          | Up to 33%           | Up to 33%        |

|                             |                          |                         |                          |
|-----------------------------|--------------------------|-------------------------|--------------------------|
| <b>Vision: Close Vision</b> | <b>Distance Vision</b>   | <b>Depth Perception</b> | <b>Ability to Adjust</b> |
| Yes                         | Yes                      | Yes                     | Yes                      |
| <b>Color Vision</b>         | <b>Peripheral Vision</b> |                         |                          |
| Yes                         | Yes                      |                         |                          |

#### Specific physical duties

Body movement or mobility to move, stoop, sit, stand, walk and bend. Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects. Must see well enough to read computer screens and manuals.

|                          |              |                 |                   |                        |
|--------------------------|--------------|-----------------|-------------------|------------------------|
| <b>Noise: Very Quiet</b> | <b>Quiet</b> | <b>Moderate</b> | <b>Loud Noise</b> | <b>Very Loud Noise</b> |
| Yes                      | Yes          | Yes             | Yes               | Yes                    |

## **Maintenance Technician / IT Specialist**

### **Specific Noise Duties**

Hear well enough to understand verbal and telephone communications; hearing aid acceptable.  
Speak well enough to politely and effectively communicate with co-workers and general public.  
Exposure to a general office environment.

### **Comments**

Must be willing to work overtime, wear appropriate office attire, and travel occasionally.

### **Job Specifications**

Knowledge of computing hardware and software.  
Knowledge of operating systems and networks.  
Knowledge of phone systems.  
Knowledge of programmable HVAC.  
Knowledge of time and attendance software.  
Ability to troubleshoot hardware and software.  
Ability to communicate effectively orally and in writing.  
Ability to conduct workshops and training.  
Ability to build, repair and service a variety of technology equipment.

### **Education**

High School Diploma or GED equivalent. Post-secondary training in electronics, networking and technology.

### **Work Experience**

Experience in all of the above preferred.

### **Licenses**

Valid Alabama Drivers' License. Must be insurable.

### **Preferences**

Previous Information Technology experience.

Approved

Creating new position to assist the Maintenance Supervisor.

## **Assistant Maintenance Supervisor**

### **Grade X**

| <b>Division</b> | <b>Department</b> | <b>Location</b>        |
|-----------------|-------------------|------------------------|
| Maintenance     | County Commission | Dale County Commission |

### **Reports To**

Maintenance Supervisor

### **Job Summary**

Primarily responsible for the performance of the most complex maintenance functions to buildings, grounds, and equipment owned and operated by the Dale County Commission. Directs and supervises assigned personnel in function performance and assists Maintenance Supervisor in supervisory role in his absence and/or at his direction.

### **Duties and Responsibilities**

1. Assists Maintenance Supervisor in planning and carrying out preventive maintenance and regular repair for buildings and fixtures and other county property.
2. Assists Maintenance Supervisor in supervision of Maintenance Technicians and Custodians.
3. Assists Maintenance Supervisor in writing specifications for contractors and equipment.
4. Assists Maintenance Supervisor to independently perform a wide range of building and grounds repair and maintenance functions, calling for physical exertion frequently.
5. Repairs or replaces lights, ballast, fixtures, wires, motors, timers, receptacles, switches and bathroom fans in all building maintained by the County
6. Runs conduit and pulls wires and sets timer for outside light.
7. Maintains the heating and cooling systems in all buildings maintained by the County.
8. Assists Maintenance Supervisor in providing general maintenance in all buildings and grounds maintained by the County.
9. Other duties as assigned.

## **Assistant Maintenance Supervisor**

### **Supervisory Responsibilities**

Directly supervises the activities of maintenance personnel assigned including responsibility of seeing that tasks assigned are completed satisfactorily in a timely manner.

1. Aids in the training of assigned personnel to increase proficiency in assigned jobs and acquisition of new skills.
2. Assists the Maintenance Supervisor in general management duties, as requested, and acts in his behalf when he is away at his discretion.
3. Reports any and all unsafe and unsatisfactory conditions existing within assigned work areas.

### **Physical Demands**

**Standing** **Walking** **Sitting**

**Stooping, Kneeling, Crouching, Climbing or Balancing**

**Use Hands to Finger, Handle, Reaching with Hands and Arms**

**Tasting or Talking or Hearing**

**Lifting Up to 10lbs Up to 25lbs Up to 50lbs Up to 100lbs More than**

**Vision Close Vision Distance Vision Depth Perception Ability to Adjust**

**Color Vision Peripheral Vision No Special Vision Requirements**

### **Specific physical duties**

- See well enough to read regular print and numbers. Hear well enough to converse with and understand others.
- Speak well enough to be understood by others. Body movement or mobility to bend, lift, twist, and stretch.
- Strength to lift heavy packages, move office furniture, and perform plumbing duties.

**Noise Very Quiet Quiet Moderate Loud Noise Very Loud**

**Specific Noise Duties**



## **Assistant Maintenance Supervisor**

### **Comments**

- Willing to work overtime when needed.
- Willing to wear appropriate safety attire.

### **Job Specifications**

#### **Education**

High School Diploma or equivalent.

#### **Work Experience**

Have a minimum of five years' experience in general building and grounds maintenance and repair including HVAC equipment.

#### **Licenses**

- Valid Alabama driver's license.
- Must be insurable.

#### **Preferences**

#### **Date**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
DALE COUNTY COMMISSION (DALE COUNTY SHERIFF'S DEPARTMENT)  
AND  
TROY UNIVERSITY (TROY UNIVERSITY POLICE)**

Because of an identified need for antenna space and a mutual desire to collaborate, the Dale County Commission and Troy University desire to work together for the mutual benefit of providing public safety radio communications on the Radio Towers at Troy University Main Campus Site (31-48-09.0N 085-57-27.4W) in Pike County, Troy University Barnes Crossroads (31-32-40.6N 085-40-03.8W) in Dale County, and Troy University Wicksburg site (31-12-31.0N 085-36-51.0W) in Houston County. The full intention of this Agreement is to aid in providing Public Safety Communications for multiple Public Safety Entities in Southeast Alabama specifically Pike and Dale Counties.

**THIS AGREEMENT**, is made this 8<sup>th</sup> day of December, 2018 and will terminate on the 8<sup>th</sup> day of December, 2021. This agreement is between the Dale County Commission with its principle place of business being the Dale County Sheriff's Department, hereinafter referred to as the "Licensee" and Troy University with an address on University Avenue, Troy, Alabama referred to as "Licensor".

- A. Licensee has an interest in licensing/leasing space on the Troy University towers sites located in Pike, Dale, and Houston Counties for the receipt and transmission of wireless communications signals on its public safety 700/800 MHz P25 system. Neither the Licensee nor Licensor shall charge a fee to the other for the use of their towers or equipment during the term of this agreement.
- B. In order for Licensee to install and provide continuing maintenance on its equipment at the sites, it is necessary for employees, agents, or independent contractors of Licensee to enter upon and install or conduct maintenance on its communications equipment when accompanied by approved contractor;
- C. Troy University shall provide power for equipment.
- D. Licensee agrees to provide for radio use Licenses at no cost to the Licensor. It is understood that Troy University (Licensor) would be responsible to provide all radios for these Licenses. Licensee agrees to provide adequate representation on any Technical or Operations committees regarding the P25 radio system.

- E. Licensors agree to maintain its tower, including but not limited to lights, painting, and other repairs and does not include maintenance on equipment owned and installed by Licensee.
- F. It is understood that Licensee covenants to secure, check, and service said equipment in such a manner that no damage shall be caused to the tower.
- G. All rights and liabilities herein given to or imposed upon the respective parties hereto shall, to the extent that such are assignable, extend to and bind the several and respective successors and assigns of the parties hereto.
- H. This agreement only may be amended or modified as may be mutually agreed upon by written instrument executed by the parties hereto.
- I. All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 30 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party from time to time change its Notice Address by written notice to the other party.

**NOW THEREFORE, in consideration of the mutual promises, covenants undertakings and other considerations set forth in this Agreement, Licensors and Licensee agree as follows:**

1. **CONSENT.** Licensors consent and agree that Licensee, its employees, agents, and independent contractors ("Authorized Parties") may enter upon the tower sites and tower (herein the "Properties") to conduct and perform some or all of the following activities ("Permitted Activities") ; radio propagation studies, structural assessment, installation, and maintenance or replacement of communication equipment, and such other tests and inspections of the tower site which licensee may deem necessary or advisable. Licensee agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and removal of equipment on the Properties. This Agreement represents a license that is limited in purpose and scope to the least amount of access which is required to undertake and complete the Permitted Activities and does not represent a lease or create in Licensee, any interest in the Property or any other property owned or leased by Licensors.
2. **ACCESS,** Licensors agree that the Authorized Parties may enter the tower site upon the Property to perform the Permitted Activities upon execution of the Agreement and may have access to the Properties 24 hours a day. Licensee agrees to provide the Licensors with as much advance notice prior to entering the properties as possible whenever feasible. Licensee will provide the Licensors with a 48 hour notice of scheduled maintenance activities. Licensors understand the emergency maintenance

needs due to system outages could preclude the Licensee from providing Licensor with notification in a timely manner.

Licensor Contact: Buddy Johnson, 334.482.3287

Chief John McCall, 334.672.1724

Licensee Contact: Chief Deputy Mason Bynum, 334.379.0839

3. **REMOVAL OF PROPERTY.** Licensee agrees that it will, upon the conclusion of the term of this Agreement, remove any equipment installed on the Properties as a part of the Permitted Activities, and will return the Properties to the condition they were in before the Licensee's entry onto the Properties. In the event any equipment installed on the Properties by Licensee is not timely removed, Licensor, after giving Licensee thirty (30) days prior written notice, will have the right to remove such equipment and Licensee agrees to responsible for the reasonable costs of such removal, and shall reimburse Licensor for any costs Licensor incurs in such removal within thirty (30) days of receipt of an invoice therefor.
4. **INDEMNITY.** To the extent permitted by law, each party (the "Indemnitor") agrees to indemnify, save harmless, and defend the other, its directors, officers, employees and property management agent, if any, from and against any and all claims, actions, damages, liability, and expense in connection with death, personal injury and /or damage to property arising from or out of any occurrence in , upon or at the Properties caused by an act or omission of the Indemnitor, its agents, or employees in conduction the activities on the Properties. Any defense conducted by Indemnitor of any such claims, actions, damages, liability and expense will be conducted by attorneys chosen by Indemnitor, and Indemnitor will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorney's fees and any judgement that may be entered therein. The provisions of this paragraph 4 shall survive termination of the Agreement.
5. **INSURANCE.** Prior to entry upon the Properties, Licensee agrees to ensure that all Authorized Parties, including contractors, have a certificate of insurance in the amount of \$5 million evidencing Authorized Parties insurance coverage.
6. **GOVERNING LAW.** The parties agree that the interpretation and construction of the Agreement shall be governed by the laws of the state of ALABAMA, Pike County without regard to such state's conflict of law's provisions and should either party be required to legally enforce the terms and conditions of this Agreement then the non-prevailing party shall be responsible for the costs of said litigation including a reasonable attorney's fee to the prevailing party.
7. **LICENSOR SYSTEM.** Licensee acknowledges that any of the Licensor's equipment on the Properties is part of a currently operating wireless system, and agrees that

Licensee will not undertake any activity on the Properties that will interfere with the operation of that system as currently built.

8. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
9. **NO THIRD PARTY.** This Agreement is expressly between the parties hereto and is not intended to provide any benefit to any third party not expressly identified herein, and any party not a party to this Agreement or expressly identified herein is hereby expressly excluded as a third party beneficiary hereunder. This clause is not intended to prevent Licensee or Licensor from allowing other public safety entities from joining onto the P25 architecture network this Agreement permits.
10. **RENEWAL.** This Agreement will be reviewed and is renewable every three years with a maximum 5 renewals. There is no implied agreement for tower space usage should the radio system infrastructure change to a different Communications format and P25 Communications cease to be used.

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

LICENSOR:

Troy University

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSEE:

Dale County Commission

By: Mark Blankenship

Name: Mark Blankenship

Title: Chairman