



Dale County Commission

Commission Meeting Minutes - June 25, 2019

The Dale County Commission convened in a regular session Tuesday, June 25, 2019. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 10:30am. Commissioner Wilson opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

APPROVED – AGENDA

Commissioner McKinnon made a motion to approve the agenda.

Commissioner Carroll 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 83773-83892.
- Payroll Check Numbers: 154576-154580.
- Direct Deposit Check Numbers: 31302-31443.

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

APPROVED – JUNE 11, 2019 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on June 11, 2019.

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

APPROVED – PERSONNEL

Commissioner Wilson made a motion to approve the hiring of Alicia Brown – Revenue Tag/Title Clerk VI - \$11.12/hour.

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

APPROVED – LETTER OF SUPPORT

Commissioner Gary made a motion to approve a letter of support for Southeast Alabama Court Services Community Corrections Program.

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

APPROVED – POSTING CHANGE – SAFETY MANUAL

Commissioner McKinnon made a motion to approve the posting of changes to Dale County's Safety Manual – Policy to Prohibit the Use of Tobacco Products. See Exhibit 1.

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

APPROVED – JAIL PAINTING CONTRACT

Commissioner Carroll made a motion to approve the jail painting contract. See Exhibit 2.

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

APPROVED – SURPLUS PROPERTY – ROAD & BRIDGE

Commissioner McKinnon made a motion to approve the surplus of the following equipment:

- 1) Asset #2382, 2008 Ford F150 #1FTPX12V68FC27565.
- 2) Asset #2214, T-1240 Backhoe Thumb #602.

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

TABLED – DUMP TRUCK – ROAD & BRIDGE

Commissioner Wilson made a motion to table the discussion regarding purchasing a dump truck for the Road & Bridge department.

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

APPROVED – CAPITAL EXPENDITURE – AG-PLEX BUILDING

Commissioner Wilson made a motion to approve expenditures in the amount of \$5,789.52, from the Capital Expenditure Fund 116, for the construction change of the windows at the Ag-Plex building.

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

APPROVED – ADVERTISEMENT

Commissioner McKinnon made a motion to approve the payment of \$400. for advertising for the South Alabama Pro-Rodeo Classic.

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

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, July 9, 2019 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

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

Dale County Commission

Standard Operating Guideline 8

POLICY TO PROHIBIT THE USE OF TOBACCO PRODUCTS

Effective 6/14/93; Revised 7/9/12

Purpose

To establish guidelines for the Dale County Commission which will promote a smoke-free/tobaccoless environment and ensure the comfort and well-being of the County employees and visitors to the County's buildings.

Policy

Dale County Commission, as the legal custodian of County property, recognizes its obligation to protect and encourage a positive image of health and well-being. Therefore, a restricted use policy has been established for visitors and employees providing for a smoke-free/tobaccoless environment. This policy includes cigarettes, cigars, pipes, **electronic cigarettes (vaping)** and all smokeless tobacco products. Every employee, official, or visitor who utilizes a County building or County vehicle is obligated to abide by these regulations. Specifically, they are:

A. Employees, Officials and Visitors:

Smoking will not be permitted in any County building. The Dale County Commission reserves the right to establish designated outdoor smoking areas to prevent smoke from entering a County building.

B. Notice to Public:

Signs notifying the public of the County's no smoking policy shall be placed at the entrance and other prominent places throughout all County office buildings.

C. Smoking, vaping and use of all smokeless tobacco products are prohibited in all County owned or leased vehicles.

D. Enforcement:

Whenever a violation of this smoking policy is observed, County employees should approach the person involved and inform the violator of the smoking regulations. This should be done in a courteous and tactful manner. If the violator is a person other than a County employee and does not cease to smoke, or if other problems arise, contact the Dale County Sheriff's Office. In the event that the violator is a County employee subject to the Rules and Regulations of the County's personnel system, the employee shall be disciplined as follows:

First Offense: Written Counseling

Second Offense: 3 Day Suspension

Third Offense: Termination of Employment

CONTRACT

(Jail Painting)

THIS AGREEMENT made and entered into this 25th day of June 2019,
(Day) (Month)

Two Thousand Nineteen, by and between the Dale County Commission, party of the first part (hereinafter called the **Owner**) and Commercial Coatings of 8222 Co Rd 49, Slocomb, AL 36375, party of the second part (hereinafter called the **Contractor**).

WITNESSETH:

WHEREAS, the **Owner** desires to keep the county jail in a fair and neat appearance as economically feasible as practical, and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for painting the jail (**the Project**);

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

1. The **Contractor** promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the Project herein described in Dale County, Alabama each year for the term of the contract.

Contractor agrees to coordinate with Dale County personnel to identify areas that will require work and will repaint each item/section repainted to its nearest, natural breaking point. For example, a wall in a cell will be painted from corner to corner to maintain color match and uniformity in appearance. The floor will be repainted from nearest expansion joint or a natural break of door closure. Doors will also be repainted entirely if deemed necessary by Dale County personnel. 5 showers will be repainted entirely each year. The contract will not include any exterior work or areas of the jail not previously painted by contractor. All of same color and type of materials used on the previous work on jail by Contractor shall be used on subsequent repaintings.

This contract is for an initial term of one year, which shall be automatically extended under the same terms and conditions for two additional one-year terms unless owner notifies contractor of the termination of the contract at least 30 days prior to the conclusions of the current term.

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to Thirty Four Thousand Two Hundred Fifty and 0/100 dollars (\$34,250.00) per annum, which includes an allowance of Five Thousand and no/100 dollars (\$5000.00) for paint, supplies and materials used to complete the annual painting projects. Any unused portion of the material allowance is to be deducted from the price

above. **Contractor** shall invoice **Owner** as the work is performed during the term of the contract but the total invoices for the year shall not exceed the above stated amount.

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

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

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and a final release releasing the Owner from any further liability with respect to this Contract or the Project, final payment on account of this Contract shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Contract and the acceptance of such work by the Owner.

6. The Contractor hereby agrees to commence work under this Contract within 30 days of signing this contract and to complete the project fully within ninety (90) working days thereafter.

IN WITNESS WHEREOF, THE DALE COUNTY COMMISSION has caused these presents to be executed by its CHAIRMAN and Commercial
(Name of Contractor)
Coating, the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST:

DALE COUNTY COMMISSION,

Charles Gandy
Dale County Clerk

By: [Signature]
as Chairman

NAME OF CONTRACTOR: Commercial Coatings
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER:

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title