



# ***Dale County Commission***

## **Commission Meeting Minutes – September 28, 2021**

The Dale County Commission convened in a regular session Tuesday, September 28, 2021. The following members were present: Chairman Steve McKinnon; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson. Absent: District One Commissioner Chris Carroll

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Grantham opened with the Pledge of Allegiance. Commissioner Gary followed with prayer.

### **APPROVED – AGENDA**

Commissioner Gary made a motion to approve the agenda with the following changes:

- 1) Remove annual bid award for crushed stone for pick up- Vulcan Materials.
- 2) Add Troy Cable three-year internet agreement for Coroner's office.
- 3) Add redistricting agreement with Southeast Alabama Planning.

Commissioner Grantham 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 91032 – 91150.
- Payroll Check Numbers: 154774 - 154775.
- Direct Deposit Check Numbers: 39449 - 39865.

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

**APPROVED – SEPTEMBER 14, 2021 MINUTES**

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on September 14, 2021.

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

**APPROVED - TRAVEL REQUEST**

Commissioner Grantham made a motion to approve the following:

- Lauren Chancey
  - Christina Terry
- CRS Jail Training De-escalation - Oct 20 – Oct 21, 2021 –  
Prattville, Al - \$882.84 (for both)

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

**APPROVED – IAC COUNCIL REPRESENTATIVE**

Commissioner Grantham made a motion to approve Chairman Steve McKinnon as Dale County's representative to the Investing in Alabama Counties (IAC) Council.

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

**APPROVED - ANNUAL BIDS**

Commissioner Gary made a motion to approve the following annual bids (see exhibit 1):

- Chip Seal: S&C Materials & Paving, Inc
- CRS2 Asphalt: Hunt Refining
- Crushed Stone: Johnston Trucking (FOB Dale Co Shop)
- Fuel: May's Distributing
- Hot Mix Asphalt: Wiregrass Construction Company
- Traffic Signs: Vulcan Signs
- Crushed Concrete: Johnston Trucking

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

**APPROVED – BUDGET AMENDMENTS FOR 2020-2021 BUDGET**

Commissioner Gary made a motion to approve budget amendments for the 2020-2021 budget. See Exhibit 2.

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

**APPROVED - ADDENDUM TO PERSONNEL POLICIES – LONGEVITY PAY**

Commissioner Wilson made a motion to approve the change to the Dale County Personnel Handbook regarding longevity pay. See Exhibit 3.

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

**APPROVED - PERSONNEL– COST OF LIVING RAISE**

Commissioner Gary made a motion to approve a cost-of-living raise of 5% effective 10/06/21. See Exhibit 4.

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

**APPROVED - FY 2021-2022 BUDGET**

Commissioner Grantham made a motion to approve the fiscal year 2021-2022 Dale County Commission Budget. See Exhibit 5.

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

**APPROVED - INTERNET AGREEMENT - CORONER**

Commissioner Gary made a motion to approve a three-year agreement, \$142.90/month, with Troy Cable.

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

**APPROVED - AGREEMENT - SE AL REGIONAL PLANNING**

Commissioner Gary made a motion to approve an agreement with Southeast Alabama Regional Planning and Development Commission for redistricting services. See Exhibit 6.

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, October 12, 2021 at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commission Grantham 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.



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Steve McKinnon, Chairman

# Dale County Road and Bridge

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

Telephone (334) 774-5875  
Fax (334) 774-6899

**Derek S. Brewer, P.E.**  
County Engineer  
**Drew Meacham, P.E.**  
Assistant Engineer

## MEMORANDUM

Date: September 28, 2021

To: Dale County Commission

From: Derek Brewer  
County Engineer

Re: Annual Bid Awards

After a careful review, it is the recommendation of the Dale County Engineering Department to award the Annual Bids as follows:

<b>CHIP SEAL:</b>	S&C Materials & Paving, Inc.
<b>CRS2 ASPHALT:</b>	Hunt Refining
<b>CRUSHED STONE:</b>	Vulcan Materials (P/U) Johnston Trucking (FOB Dale County Shop)
<b>FUEL:</b>	May's Distributing
<b>HOT MIX ASPHALT:</b>	Wiregrass Construction Company
<b>TRAFFIC SIGNS:</b>	Vulcan Signs
<b>CRUSHED CONCRETE:</b>	Johnston Trucking

SEE ATTACHED SHEETS FOR BREAKDOWN

**CHIP SEAL PAVING**

DESCRIPTION	S & C Materials & Paving, Inc.	Charles E. Watts, Inc.
	SYCIP	SYCIP
<b>OVER 20,000:</b>		
Bituminous "G" Treatment (limestone w/polymer)	\$3.04	No Bid
Bituminous "G" Treatment (granite or slag w/polymer)	\$3.04	No Bid
Bituminous "JG" Treatment (limestone w/polymer)	\$4.95	No Bid
Bituminous "JG" Treatment (granite or slag w/polymer)	\$4.95	No Bid
Bituminous "D" Treatment (limestone w/polymer)	\$2.62	No Bid
3 Triple Layer Bituminous Treatment	\$4.42	No Bid

CRS2 ASPHALT

	Blackledge Emulsions	Hunt Refining Co.	Ergon Asphalt & Emulsion, Inc.
<b>DESCRIPTION</b>			With stipulations and additional charges
Price per gallon	No Bid	2.0030	2.2500
Shipment within days after order has been placed		2	1

1. Demurrage: 2 hrs free; \$85/hr thereafter
2. Pump Charge: \$85 - if needed
3. Pricing is tied to the October 2020 ALDOT Index and will adjust monthly with any changes in the Index.
4. Quoted pricing is based on delivery of full truck transport quantities.
5. Federal Environmental Fee: \$0.0015/gallon
6. Drop Tanker: \$500.00 per month (30 days); \$125 per week thereafter - if needed

## CRUSHED STONE DELIVERED

<b>LIMESTONE FOB SHOP</b>					
	<b>Vulcan Materials</b>	<b>Johnston Trucking, LLC</b>	<b>Martin Marietta</b>	<b>Couch Aggregates, LLC</b>	<b>Dunn Construction Co, Inc.</b>
Class I	\$47.90	\$44.50	No Bid	No Bid	No Bid
Class II	\$47.90	\$44.50	No Bid	No Bid	No Bid
Class III	\$47.90	No Bid	No Bid	No Bid	No Bid
5-50 lbs.	\$47.90	No Bid	No Bid	No Bid	No Bid
3x6 Gabion	\$47.90	\$42.00	No Bid	No Bid	No Bid
No. 24	\$44.40	\$40.50	No Bid	No Bid	No Bid
No. 4	\$44.40	\$35.50	\$36.50	No Bid	No Bid
No. 467	\$45.90	\$35.50	\$37.00	No Bid	No Bid
No. 5	\$44.40	\$41.50	No Bid	No Bid	No Bid
No. 57	\$44.40	\$35.50	\$36.50	No Bid	No Bid
No. 6	\$44.90	\$41.50	No Bid	No Bid	No Bid
No. 67	\$44.90	\$40.50	No Bid	No Bid	No Bid
No. 7	\$44.90	No Bid	No Bid	No Bid	No Bid
No. 78	\$44.90	\$37.25	\$39.50	No Bid	No Bid
No. 89	\$44.90	\$37.25	\$39.50	No Bid	No Bid
No. 8910	\$44.40	\$35.25	No Bid	No Bid	No Bid
825A Dense Grade	\$42.65	\$39.50	No Bid	No Bid	No Bid
825B Dense Grade	\$42.65	\$31.50	\$31.50	No Bid	No Bid



**FUEL**

Extended for another year	May's Distributing Co, Inc.
<b>DESCRIPTION</b>	Cents per gallon above OPIS
All Grades Unleaded Gasoline	\$0.0496
Ultra Low Sulfur Diesel Fuel (w/o additive)	\$0.0496



May's Distributing Co., Inc.  
2937 North US Hwy. 231  
Ozark, Alabama 36360

July 15, 2021

Dale County Road & Bridge Dept.  
202 South Hwy 123 Suite A  
Ozark, Al. 36360

May's Distributing Co., Inc. would like to extend our contract with Dale Co. Road & Bridge for an additional 12 months, at the same margin.

Thank you for your continued business.

Sincerely,

A handwritten signature in black ink, written in a cursive style. The name "Red Piper" is clearly legible, with "Red" and "Piper" connected by a fluid script.

Red Piper  
Sales Representative  
May's Distributing Co., Inc.

**HOT MIX ASPHALT**

501-1000 Tons	Mid-South Paving, Inc.	Mid-South Paving, Inc.	Mid-South Paving, Inc.	Mid-South Paving, Inc.	Wiregrass Construction Company	Wiregrass Construction Company	Wiregrass Construction Company
DESCRIPTION	0-100 Price Per Ton	101-500 Price Per Ton	501-1000 Price Per Ton	0-100 Price Per Ton	101-500 Price Per Ton	501-1000 Price Per Ton	
Hot Asphalt Plant Mix 424A-341 (FOB Plant)	\$77.00	\$77.00	\$77.00	\$72.00	\$72.00	\$72.00	
Hot Asphalt Plant Mix 424A-341 (new paving)	\$240.00	\$140.00	\$125.00	\$165.00	\$130.00	\$110.00	
Hot Asphalt Plant Mix 424A-341	\$230.00	\$140.00	\$125.00	\$162.00	\$125.00	\$103.00	
Hot Asphalt Plant Mix 424A-346	\$240.00	\$150.00	\$125.00	\$162.00	\$125.00	\$103.00	
Hot Asphalt Plant Mix 424B-641	\$315.00	\$230.00	\$200.00	\$180.00	\$140.00	\$125.00	

**TRAFFIC SIGNS**

DESCRIPTION		Vulcan Signs	Osburn Associates
		Per Sign	Per Sign
<b>HIGH INTENSITY:</b>			
Stop	30x30	\$30.09	No Bid
Stop	36x36	\$43.36	No Bid
Stop Ahead	30x30	\$33.16	No Bid
Stop Ahead	36x36	\$47.33	No Bid
Chevrons	18x24	\$15.48	No Bid
Speed Limit	24x30	\$25.80	No Bid
County Route Marker	24x24	\$26.84	No Bid
Double Arrow	21x15	\$12.10	No Bid
Double Large Arrow	48x24	\$41.28	No Bid
Right Curve	30x30	\$32.25	No Bid
<b>HIGH INTENSITY (SHEETING ONLY):</b>			
Stop	30x30	\$9.69	No Bid
Stop	36x36	\$13.95	No Bid
Stop Ahead	30x30	\$10.44	No Bid
Stop Ahead	36x36	\$15.03	No Bid
Chevrons	18x24	\$4.65	No Bid
Speed Limit	24x30	\$4.65	No Bid
County Route Marker	24x24	\$13.20	No Bid
Double Arrow	21x15	\$3.39	No Bid
Double Large Arrow	48x24	\$14.80	No Bid
Right Curve	30x30	\$11.56	No Bid

Vulcan Signs has a freight charge for orders under \$ 500.00

**SIGN POSTS AND SQUARE TUBING**

DESCRIPTION	Vulcan Signs	Osburne Associates
	Per Sign	Per Sign
<b>SIGN POSTS:</b>		
12' X 3lb U-Channel Galvanized per 50	\$2,004.00	No Bid
10' x 3lb U-Channel Galvanized per 50	\$1,670.00	No Bid
<b>OPEN HOLE SQUARE TUBING:</b>		
2" x 2" (14 gauge) x 12' per 25	\$1,623.00	No Bid
2" x 2" (14 gauge ) x 10' per 25	\$1,352.50	No Bid
36" Anchors per 25	\$651.50	No Bid
30" anchors per 25	\$549.75	No Bid
Corner bolts w/nuts per 100	\$80.00	No Bid
per 250	\$200.00	No Bid
per 1000	\$800.00	No Bid
Drive rivets w/nylon washers per 100	\$65.00	No Bid
per 250	\$162.50	No Bid
per 1000	\$650.00	No Bid

Crushed Concrete		
Company	Price per ton	
Quality Ready Mix	\$ 6.00	Does not meet specifications
Johnston Trucking	\$ 20.00	
Midsouth Paving	No Bid	

# FYE 21 Budget Amendments

*Exhibit 2*

FUND	DEPARTMENT	ACCOUNT NUMBER	DESCRIPTION	CURRENT BUDGET	ADDITIONAL REVENUE	ADDITIONAL EXPENDITURE	REVISED BUDGET
							9/28/2021
001- GENERAL	Commission	001-51100-125	workers comp	854.80		4,000.00	4,854.80
001- GENERAL	Commission	001-51100-154	legal services	24,000.00		6,000.00	30,000.00
001- GENERAL	Commission	001-51100-182	professional services	6,750.00		20,000.00	26,750.00
001- GENERAL	Commission	001-51100-211	offices supplies	8,000.00		3,000.00	11,000.00
001- GENERAL	Commission	001-51100-235	r & m dp equip	21,000.00		7,000.00	28,000.00
001- GENERAL	Commission	001-51100-251	telephone	35,000.00		10,000.00	45,000.00
001- GENERAL	Bd of Registrars	001-51920-253	advertising	100.00		7,000.00	7,100.00
001- GENERAL	Creel Richardson Bldg	001-51998-231	r & m to bldgs	6,000.00		15,000.00	21,000.00
001- GENERAL	Government Bldg Maint	001-51999-231	r & m to bldgs	9,000.00		5,000.00	14,000.00
001- GENERAL	Arlton-Sheriff	001-52101-116	overtime	0.00		8,000.00	8,000.00
001- GENERAL	Sheriff - Impound Lot	001-52115-244	electricity	1,950.00		1,500.00	3,450.00
001- GENERAL	Jail	001-52200-183	precriptions	45,000.00		30,000.00	75,000.00
001- GENERAL	Jail	001-52200-184	medical	45,000.00		10,000.00	55,000.00
001- GENERAL	Jail	001-52200-185	hospital	10,000.00		15,000.00	25,000.00
001- GENERAL	EMA	001-52300-182	professional services	0.00		1,000.00	1,000.00
001- GENERAL	EMA	001-52300-499	misc expense	0.00		11,287.50	11,287.50
001- GENERAL	Coroner	001-52400-182	professional services	4,000.00		15,000.00	19,000.00
001- GENERAL	Coroner	001-52400-219	misc expense	2,900.00		12,000.00	14,900.00
001- GENERAL	Dept of Youth Services	001-52610-182	professional services	162,500.00		15,000.00	177,500.00
001- GENERAL	Sr Citizens Power	001-56202-271	insurance on bldgs	2,200.00		170.00	2,370.00
001- GENERAL	Services for Indigent	001-56300-177	indifent burial	2,000.00		1,000.00	3,000.00
001- GENERAL	Family Service Center	001-56904-271	insurance on bldgs	1,300.00		300.00	1,600.00
001- GENERAL	Transfer Out	001-62050-000	Transfer Out to Sheriff Processing	146,890.61		11,000.00	157,890.61
001- GENERAL	CDBG Grant	001-44760-840	CDBG Grant	0.00	255,582.95		255,582.95
001- GENERAL	HAVA Grant	001-44704-810	HAVA Grant	0.00	52,500.00		52,500.00
001- GENERAL	HAVA Grant	001-44235-810	HAVA Grant	0.00	43,176.88		43,176.88
001- GENERAL	General Fund Balance			0.00	492,877.00		492,877.00
050- SHERIFF COMM	Fund 050 - Sheriff Comm	050-61110-000	Transfer In from General	146,890.61	11,000.00		157,890.61
050- SHERIFF COMM	Fund 050 - Sheriff Comm	050-52121-236	R&M Comm Equip	25,000.00		110,000.00	135,000.00
050- SHERIFF COMM	Fund 050 - Sheriff Comm		Fund Balance	0.00			27,100.00
111- GAS TX	Fund 111 - GAS		Fund Balance	100,000.00			155,000.00
112- ROAD & BRIDGE	Fund 112 - ROAD & BRIDGE		Fund Balance	0.00			20,000.00
116- CAPITAL	Fund 116 - CAPITAL		Fund Balance	0.00			205,000.00
151- JAIL AD VAL	Fund 151 - JAIL AD VAL		Fund Balance	0.00			20,000.00
151- JAIL AD VAL	Fund 151 - JAIL AD VAL		Fund Balance	0.00			20,000.00
299 - ARA	Fund 299 - ARA		Fund Balance	344,769.00	20,000.00		364,769.00
511 - SOLID WASTE	Fund 511 - SOLID WASTE		covid sick leave	0.00		8,000.00	8,000.00
511 - SOLID WASTE	Fund 511 - SOLID WASTE	511-54101-199	Misc Srv Provided by Other	114,000.00		5,000.00	119,000.00
512- INERT LANDFILL	Fund 512- SOLID WASTE		Fund Balance	300,000.00	20,000.00		320,000.00
512- INERT LANDFILL	Fund 512- SOLID WASTE	512-54300-225	Construction Equip Rental	10,000.00		15,000.00	25,000.00
512- INERT LANDFILL	Fund 512- SOLID WASTE		Fund Balance	0.00	15,000.00		15,000.00

## **ADDENDUM**

Dale County Commission

Personnel Policies and Procedures Handbook

**September 28, 2021**

**Changes are in Bold**

**Purpose of Addendum:** Increase longevity pay from \$0.10 (ten cent) to \$1.00 (one dollar).

### **SECTION XI COMPENSATION AND BENEFITS**

#### **PART B COMPENSATION**

##### **No. 1 GENERAL**

###### **Part c.**

###### **Section. (2) (a)**

###### **Change:**

Employees reaching a five year service milestone (5,10,15, etc...) will receive a **One dollar (\$1.00)** per hour increase as of October 1 following the reaching of said milestone.

**POSTED 09/14/2021**

**Dale County Commission Approved \_\_\_\_\_**



# Dale County Commission

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



**Commission Chairman**

*Steve McKinnon*

**Commissioners**

*Chris Carroll*      *District 1*  
*Donald O. Grantham*      *District 2*  
*Charles W. Gary*      *District 3*  
*Frankie Wilson*      *District 4*

**County Administrator**

*Cheryl Ganey*

September 28, 2021

Re: FY 2022 - Across the Board Raise

Effective, October 6, 2021, the Dale County Commission grants a 5% cost of living adjustment to all County employees, full or part-time, except those in the General Excluded Service. Cost of living adjustments for elected officials shall be in accordance with the terms of the Omnibus Pay Bill.

DALE COUNTY COMMISSION - 2021-2022 Budget

Exhibit 5

001 GENERAL FUND

Beginning Fund Balance 0.00

Estimated Revenues 5,448,192.78

Estimated Other Sources 1,780,000.00

ESTIMATED TOTAL REVENUES AND OTHER SOURCES 7,228,192.78

Expenditures

- 51100 Commission (388,943.76)
- 51211 Circuit Judge (1,500.00)
- 51212 District Judge (2,400.00)
- 51220 Circuit Clerk (1,000.00)
- 51300 Probate Office (427,092.62)
- 51600 Revenue Commissioner (887,498.46)
- 51903 Court Reporters (10,513.10)
- 51910 Elections (204,619.77)
- 51920 Board of Registrars (86,509.51)
- 51930 Board of Equalization (105.00)
- 51940 Veteran's Affairs (1,000.00)
- 51945 Soil Conservation Service (43,386.40)
- 51946 Wiregrass RC&D (1,000.00)
- 51953 Regional Planning Agency (13,204.00)
- 51994 Land Management (1,400.00)
- 51992 Maintenance - Old RSVP Building (200.00)
- 51995 Maintenance - Courthouse (74,800.00)
- 51996 Maintenance - Annex (480,938.00)
- 51997 Maintenance - Shop (2,200.00)
- 51998 Maintenance - Creel Richardson Bldg (39,550.00)
- 51999 Maintenance - Government Building (29,550.00)
- 52100 Sheriff's Office (2,363,759.54)
- 52105 Sheriff's Helicopter (35,214.00)
- 52111 Sheriff's Firing Range (2,578.00)
- 52115 Sheriff's Impound Lot (2,570.00)
- 52200 Jail (1,287,473.16)
- 52300 Emergency Management (83,269.28)
- 52301 EMA Grants 0.00
- 52350 Homeland Security Grants 0.00
- 52400 Coroner (62,402.19)
- 52500 Probation & Parole (1,000.00)
- 52505 Juvenile Probation (1,200.00)
- 52610 Department of Youth Services (205,000.00)
- 52950 Volunteer Fire/Rescue (28,500.00)
- 55205 Vivian B Adams School (78,750.00)
- 55400 Animal Control (City of Ozark) (40,000.00)
- 55402 Humane Society Building (500.00)
- 56202 Senior Citizens Center (Power) (10,300.00)
- 56220 Nutrition Program (SARCOA & Ozark) (48,276.00)
- 56221 Midland City Seniors Center (20,800.00)
- 56225 Ozark - Boys & Girls Club (4,590.00)
- 56230 Daleville - Boys & Girls Club (5,000.00)
- 56300 Services for Indigent (3,000.00)
- 56530 SE AL Child Advocacy (2,500.00)
- 56902 Dept of Human Resources (300.00)
- 56904 Family Service Center (1,700.00)
- 57100 Dale County Libraries (63,100.00)
- 58200 Ala Cooperative Extension Service (28,000.00)

Total Expenditures (7,077,192.78)

Estimated Other Uses (151,000.00)

ESTIMATED TOTAL EXPENDITURES AND OTHER USES (7,228,192.78)

Net Revenues/Other Sources less Expenditures/Other Uses (0.00)

Ending Fund Balance 0.00

**050 SHERIFF'S SERVICE OF PROCESS FEE FUND****Exhibit 5**

Beginning Fund Balance			0.00
Estimated Revenues	70,000.00		
Estimated Other Sources	<u>151,000.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		221,000.00	
Expenditures			
52121 Radio Tower	(221,000.00)		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<u>(221,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

**110 ECONOMIC DEVELOPMENT**

Beginning Fund Balance			193,000.00
Estimated Revenues	105,000.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		105,000.00	
Expenditures	(298,000.00)		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<u>(298,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>(193,000.00)</u>
Ending Fund Balance			<u><u>0.00</u></u>

**111 GAS TAX FUND**

Beginning Fund Balance			364,160.76
Estimated Revenues	2,036,000.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		2,036,000.00	
Expenditures			
53100 Road & Bridge	(2,664,723.91)		
53106 County Commission	(339,436.84)		
53952 Gas Tax Credits-RRR	585,000.00		
53954 Other Credits	<u>19,000.00</u>		
Total Expenditures	(2,400,160.76)		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<u>(2,400,160.76)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>(364,160.76)</u>
Ending Fund Balance			<u><u>0.00</u></u>

**112 PUBLIC BUILDING ROAD & BRIDGE FUND**

Beginning Fund Balance		300,000.00	
Estimated Revenues	1,326,100.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		<b>1,326,100.00</b>	
<b>Expenditures</b>			
51907 County Commission	(32,850.00)		
51908 Road & Bridge	<u>(28,250.00)</u>		
<b>Total Expenditures</b>	<b>(61,100.00)</b>		
Estimated Other Uses	<u>(1,565,000.00)</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<b>(1,626,100.00)</b>	
<b>Net Revenues/Other Sources less Expenditures/Other Uses</b>		<b>(300,000.00)</b>	
<b>Ending Fund Balance</b>			<b><u>0.00</u></b>

**113 PUBLIC HIGHWAY & TRAFFIC FUND**

Beginning Fund Balance		40,000.00	
Estimated Revenues	175,000.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		<b>175,000.00</b>	
<b>Expenditures</b>			
0.00			
Estimated Other Uses	<u>(215,000.00)</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<b>(215,000.00)</b>	
<b>Net Revenues/Other Sources less Expenditures/Other Uses</b>		<b>(40,000.00)</b>	
<b>Ending Fund Balance</b>			<b><u>0.00</u></b>

**116 CAPITAL IMPROVEMENT FUND**

Beginning Fund Balance		7,716.00	
Estimated Revenues	325,000.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		<b>325,000.00</b>	
<b>Expenditures</b>			
51000 General Government	(2,821.00)		
52000 Public Safety	(140,100.00)		
53000 Highways & Roads	(100.00)		
56000 Welfare	<u>(100.00)</u>		
<b>Total Expenditures</b>	<b>(143,121.00)</b>		
Estimated Other Uses	<u>(189,595.00)</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<b>(332,716.00)</b>	
<b>Net Revenues/Other Sources less Expenditures/Other Uses</b>		<b>(7,716.00)</b>	
<b>Ending Fund Balance</b>			<b><u>0.00</u></b>

**117 RRR GAS TAX FUND**

Beginning Fund Balance		0.00	
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Estimated Revenues	999,000.00		
Estimated Other Sources	<u>311,000.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		1,310,000.00	
Expenditures			
53900 Highways & Roads	(1,310,000.00)		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<u>(1,310,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u>0.00</u>

**119 FIVE CENT GAS TAX FUND**

Beginning Fund Balance			0.00
Estimated Revenues	311,000.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		311,000.00	
Expenditures	0.00		
Estimated Other Uses	<u>(311,000.00)</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<u>(311,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u>0.00</u>

**151 AD VALOREM (JAIL TAX) FUND**

Beginning Fund Balance			0.00
Estimated Revenues	190,000.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		190,000.00	
Expenditures			
*Other expenditures to be approved during fiscal year.			
52255 Law Enforcement Ad Valorem Jail	(87,891.00)		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<u>(87,891.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>102,109.00</u>
Ending Fund Balance			<u>102,109.00</u>

**220 REBUILD ALABAMA**

Beginning Fund Balance			242,614.00
Estimated Revenues	1,100,000.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		1,100,000.00	
Expenditures			
53900 Highways & Roads	(1,342,614.00)		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<u>(1,342,614.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>(242,614.00)</u>
Ending Fund Balance			<u>0.00</u>

**221 FEDERAL**

Beginning Fund Balance			353,000.00
Estimated Revenues	400,000.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		400,000.00	
Expenditures			
53900 Highways & Roads	(753,000.00)		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<u>(753,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>(353,000.00)</u>
Ending Fund Balance			<u>0.00</u>

**301 2014 GENERAL OBLIGATION FUND**

Beginning Fund Balance			0.00
Estimated Revenues	0.00		
Estimated Other Sources	<u>189,595.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		189,595.00	
Expenditures			
59100 Debt Service	(189,595.00)		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<u>(189,595.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u>0.00</u>

**511 SOLID WASTE FUND**

Beginning Fund Balance			0.00
Estimated Revenues	1,296,931.26		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		1,296,931.26	
Expenditures			
54100 Solid Waste Pickup	(1,181,731.26)		
54101 Roadside Litter Pickup Program	<u>(115,200.00)</u>		
<b>Total Expenditures</b>	<b>(1,296,931.26)</b>		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<b>(1,296,931.26)</b>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>(0.00)</u>
Ending Fund Balance			<u><u>0.00</u></u>

**512 LANDFILL FUND**

Beginning Fund Balance			74,900.00
Estimated Revenues	2,200.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		2,200.00	
Expenditures			
54300 Landfill Expenses	(77,100.00)		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<b>(77,100.00)</b>	
Net Revenues/Other Sources less Expenditures/Other Uses			<b>(74,900.00)</b>
Ending Fund Balance			<u><u>0.00</u></u>

**299 AMERICAN RESCUE PLAN**

Beginning Fund Balance			572,043.00
Estimated Revenues	0.00		
Estimated Other Sources	<u>0.00</u>		
<b>ESTIMATED TOTAL REVENUES AND OTHER SOURCES</b>		0.00	
Expenditures	572,043.00		
Estimated Other Uses	<u>0.00</u>		
<b>ESTIMATED TOTAL EXPENDITURES AND OTHER USES</b>		<b>(572,043.00)</b>	
Net Revenues/Other Sources less Expenditures/Other Uses			<b>(572,043.00)</b>
Ending Fund Balance			<u><u>0.00</u></u>

**CONTRACT FOR PROFESSIONAL SERVICES BY AND BETWEEN  
THE DALE COUNTY COMMISSION AND THE SOUTHEAST ALABAMA REGIONAL  
PLANNING AND DEVELOPMENT COMMISSION (SEARP&DC)**

This Contract for professional services is by and between the **Dale County Commission**, State of Alabama (hereinafter called the "County"), acting herein by **Steve McKinnon, Chairman**, hereunto duly authorized, and Southeast Alabama Regional Planning and Development Commission, a public non-profit corporation organized under the laws of the State of Alabama (hereinafter called the "Commission"), acting herein by the Executive Director, hereunto duly authorized:

**WITNESSETH THAT:**

**WHEREAS**, the County desires to engage the Commission to render technical and professional services, hereinafter described:

**NOW, THEREFORE**, the parties do mutually agree as follows:

**1. Employment of Commission**

The County agrees to engage the Commission and the Commission hereby agrees to perform the following Scope of Services:

**2. Scope of Services and Statement of Responsibilities**

The Commission staff shall, in a satisfactory and proper manner, assist the County by providing the following services:

- A. Prepare a computerized model of Census Bureau maps and data files using the Commission's geographic information system;**
- B. Prepare a redistricting plan to the satisfaction of the County Commission;**
- C. Facilitate any public hearing(s);**
- D. Prepare a public display map of district boundaries and a display table of district population summaries; and**
- E. Work with the County Attorney to file the proposed redistricting plan with the U.S. Department of Justice (if required).**

The County shall assume the following responsibilities under the terms of this Agreement:

- A. Staff review of all information and maps prepared by the Commission's staff;**
- B. Providing copies to the Commission of any current ordinances, legal documents (including documents relating to any prior, current, or pending legal actions that may be relevant to voting rights or the redistricting process), resolutions, or maps which may be in the County's possession and which have a direct bearing on the project;**



- C. Providing access to the County's legal counsel as may be required to resolve legal issues surrounding the project. The County also shall agree to pay for any additional costs associated with legal representation by the Commission's staff and/or attorney that may be necessary to resolve a pending or future court challenge of the County's redistricting plan;
- D. Paying any publication costs arising from the publication of public hearing notices for the project, and providing a suitable location for all required public hearings;
- E. Providing all transcription services needed to record a transcript of all required public hearings (if required);
- F. Paying the cost of shipping the proposed redistricting plan to the U.S. Justice Department (if required); and
- G. Providing supporting information or input in a timely manner as needed to support the Commission's work.

3. Time of Performance

The services of the Commission shall commence on **September 28, 2021** and be provided on a per-day basis as requested by the Chairman. Such services shall be continued until the project has met the standard for completion.

4. General

- A. **PERSONNEL:** The Commission warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.
- B. **OFFICE SPACE:** The Commission agrees to provide and maintain the office space and facilities required to perform all services as called for under this agreement, at no additional expense to the County beyond normal indirect costs as stipulated in Section 5.
- C. **INFORMATION AND MATERIALS:** The County agrees to make available to the Commission any maps, documents and materials or any other information in its possession or otherwise readily available, which has a direct bearing on the redistricting project at no expense to the Commission.
- D. **DOCUMENTS PROVIDED TO THE COUNTY:** It is agreed that the Commission staff shall provide the County and with all surveys, reports, and maps completed in performing the services described in Section 2.
- E. **GIS DATABASE:** It is mutually agreed that the GIS Database is proprietary data in which the County and the Commission have an investment and a mutually vested interest. The Commission will make the digitized data available to third parties upon the written request of the County. If the Commission is requested to provide the digitized data and/or printed

products from the GIS Database, the Commission is authorized by the County to establish a fair and reasonable fee for the provision of that data or printed materials to a third party, said fee being intended to permit recovery of the expenses entailed in staff time, materials, equipment utilization, and overhead.

**5. Compensation and Method of Payment**

Based on current estimates, the total approved cost of the Commission's responsibilities for services called for in Section 2 of the agreement shall not exceed the amount of five thousand dollars (\$5,000.00). If, however, conditions exist through changes in the scope of the work or in program requirements which would result in a cost overrun, this amount may only be exceeded by mutual agreement hereto by the County and the Commission and amendment of the Agreement. If the County elects not to amend this Agreement to cover any cost overrun, the Commission will turn over to the County all work that has been completed to the date that said total budget was expended. The County and the Commission mutually agree to the cost responsibilities for the Commission's services as follows:

Dale County Commission	\$5,000.00
TOTAL	\$5,000.00

Therefore, for services rendered under this agreement, the County agrees to reimburse the Commission for all costs, both direct and indirect, attributable to the services rendered (as described in Section 2 of this agreement) up to the amount of five thousand dollars (\$5,000.00).

The Commission shall submit monthly invoices to the County for payment. These invoices shall summarize the total salaries, travel, other direct charges to program, indirect expenditures as approved by Department of Commerce, and joint expenses associated with the administration herein. The County will make payment to the Commission within thirty (30) days after the receipt of each invoice or at the earliest time possible covering this expense. The Commission agrees to keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to the performance of contract work. Such records shall be kept in the offices of the Commission and shall be made available to the County for inspection and copying upon request.

**6. Termination of Contract for Cause**

If, through any cause, the Commission shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Commission shall violate any of the covenants, agreements or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Commission of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Commission under this Contract shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Commission shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Commission and the County may withhold any payments to the Commission for the purpose of set-off until

such time as the exact amount of damages due the County from the Commission is determined.

**7. Termination for Convenience of the County**

The County may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Commission. If the Contract is terminated by the County as provided herein, the Commission will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Commission, Section 6 hereof relative to termination shall apply.

**8. Assignment**

It is agreed and understood that no provisions or rights as provided under this agreement shall be assigned or subcontracted by the Commission without the express written consent of the County.

**9. Amendments**

It is expressly understood and agreed that in the event conditions exist that require a substantial increase or decrease in the services to be provided herein, this agreement may be amended in total or in part by mutual written agreement.

**10. Audits and Inspections**

At any time during normal business hours and as often as the Office of Examiners of Public Accounts or an independent auditor hired to audit either the County or the Commission's financial records may deem necessary, both parties to this agreement shall make available to said State or independent auditors for examination all records pertinent to all matters covered by this agreement and will permit said auditors to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement. The above requirement shall remain effective for three (3) years after the termination of this agreement. Further, both parties agree to abide by audit standards as established by OMB Circular A-133.

**11. Authorization**

This Contract is authorized by the County on **September 28, 2021**, with SEARP&DC a non-profit agency not subject to competitive procurement under State of Alabama law.

ATTEST:

Cheryl Bentley

Date: 09-28-21

**Dale County Commission**

Steve McKeen

Chairman, Dale County Commission

ATTEST:

Cheryl Bentley

Date: 09-28-21

**SEARP&DC**

[Signature]

Executive Director, SEARP&DC