



Dale County Commission

Commission Meeting Minutes – May 24, 2022

The Dale County Commission convened in a regular session Tuesday, May 24, 2022. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

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

APPROVED – AGENDA

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

- Add: Appropriation request – City of Ozark Rescue.
- Add: Donated Sick Leave Request.
- Add: Contract with Covington Contracting, Inc., Training Facility.
- Amend: Request to Bid Custodial Services to Request to Post Custodial Positions.

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

APPROVED – MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 93031 – 93114.
- Payroll Check Numbers: 154818 - 154820.
- Direct Deposit Check Numbers: 421081 - 421219.

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

APPROVED – MAY 10, 2022 MINUTES

Commissioner Grantham made a motion to approve the Minutes of the Commission Meeting on May 10, 2022.

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

APPROVED – DESIGNATED AGENCY LETTER – SECTION 5311 TRANSIT PROGRAM

Commissioner Wilson made a motion to approve a designated agency letter for Section 5311 Transit Program. See Exhibit 1.

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

APPROVED – APPROPRIATION REQUEST – TOWN OF ARITON RESCUE SQUAD

Commissioner Carroll made a motion to approve an appropriation to the Town of Ariton Rescue Squad in the amount of \$25,000.00. See Exhibit 2.

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

APPROVED – PHOTOCOPIER LEASE AGREEMENT – SHERIFF DEPT

Commissioner Gary made a motion to approve an agreement for a photocopier lease for the Sheriff's office. See Exhibit 3.

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

APPROVED – REQUEST TO POST FOR CUSTODIAL POSITIONS

Commissioner Gary made a motion to approve posting for two (2) custodial positions.

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

TABLED – BID FOR SKID STEER LOADER - ROAD & BRIDGE

Commissioner Grantham made a motion to table awarding the bid for Skid Steer Loader. Loader is to be purchased with ARPA funds.

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

APPROVED – APPROPRIATION REQUEST – CITY OF OZARK'S RESCUE SQUAD

Commissioner Wilson made a motion to approve an appropriation to the City of Ozark's Rescue Squad in the amount of \$25,000.00. See Exhibit 4.

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

APPROVED – SICK LEAVE DONATION

Commissioner Grantham made a motion to approve a sick leave donation for Corrections Officer Mitchell Barnhill.

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

APPROVED – COVINGTON CONTRACT – TRAINING FACILITY

Commissioner Carroll made a motion to approve a contract with Covington Contracting, Inc. for bid awarded on 04/26/22 for Training Facility. Exhibit 5.

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

APPROVED - EXECUTIVE SESSION

Commissioner Carroll made a motion to approve the Commission going into Executive Session based on advice of County Attorney. See Exhibit 6.

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

COMMISSION RECONVENED AFTER EXECUTIVE SESSION

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, June 14, 2022 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.



Steve McKinnon, Chairman

Dale County Commission

Exhibit 1



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

May 24, 2022

Mr. Bradley B. Lindsey, P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Dear Mr. Lindsey:

Subject: **Letter of Designation – FY 2023 Section 5311 Program**

The **Dale County Commission** has carefully considered the selection of an implementing agency for its Section 5311 project. We designate the **Southeast Alabama Regional Planning and Development Commission dba Wiregrass Transit Authority** as our local implementing agency. The principal contact person for this project is Kenneth S. (Scott) Farmer. This designation remains in effect until rescinded by this Commission.

If you have any questions on this designation, please contact me at (334) 774-6025.

Sincerely,

A handwritten signature in blue ink that reads "Steve McKinnon".

Steve McKinnon, Chairman

ARITON RESCUE SQUAD
PO BOX 183
ARITON ALABAMA 36311
334-685-1616
334-762-2399 FAX

May 4, 2022

Dear Dale County Commission --

We would first like to *Thank You* for your support over the years. As all of you are aware 2020 – 2022 brought to our organization some new changes and challenges while navigating the COVID – 19 pandemic. Our volunteers have adapted to the ever – changing situation while continuing to provide quality emergency medical and rescue services to our community.


As we look forward through 2022 and returning to a sense of “normal,” we come to the Commission to request funds for the Ariton Rescue Squad in the amount of \$25,000 to allow us to purchase the much-needed supplies and cover the cost of maintenance to existing equipment so that our volunteers can continue to serve the people of Ariton and Dale County, safely and effectively.

This funding will go to:

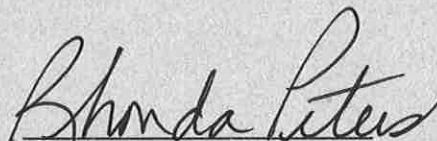
- **Life – saving equipment and gear**
- **Continuous training and safety initiatives**
- **Facilities upkeep, EMS supplies, and materials**
- **Apparatus maintenance and service**
- **Upgrade to electronic PCR reporting and devices**
- **Upgrade monitors and supplies to operate**

We *Thank You* for your support and consideration to allocate these funds to our department and look forward to assisting you if the need arises.

Respectfully,



Mayor Dave Walsh
Town of Ariton



Rescue Captain Rhonda Peters
Town of Ariton Rescue Squad



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Lease Schedule ("Schedule") - Blended (SER-800)

Customer: DALE COUNTY ALABAMA
 Agreement #: MA26652

CFS App #: 1878815 Salesperson: Charles V. Ezzell Jr.
 Transaction #: S1279271 Order Date: 05/24/22

Billing Information		Payment Information		Equipment Maintenance Information	
Customer Account: 1873527	Listed Items Lease Term	# of Lease Payments	Maintenance included for all Equipment		
Company: DALE COUNTY ALABAMA	36 Months	36	Excess Per Image Charge Invoiced Monthly by CFS		
DBA: Dale County Sheriff	Payment* (*Plus Applicable Taxes)	CFS Invoicing	Per Unit Coverage Plan		
Address: 113 W Reynolds St	Total \$239.00	Lease Payment shall be invoiced Monthly	Fixed Price Plan		
Address 2:	Due at Signing	Total Due at Signing	Other Transaction Details		
City: Ozark	0	\$0.00	Purchase Option: Fair Market Value		
State: AL	# of Payments in Advance		Tax Exempt (Certificate Attached)		
Contact: Angelia Munn	Covered Images Included in Payment		Excess Per Image Charge(s)		
Email: amunn@daleso.com	B&W: 0 Color: 0		B&W: \$0.007100 Color: \$0.055700		
Covered Device - Rider A (Office Equip/Cut Sheet Production)			Ship To & Maintenance Billing Information		

Item Code	Listed Items Description	Qty	Shipping:	Address 1:	Address 2:	City:	County:	State:	Zip:	Delivery Date:
3927C002	IRADVXC5840	1	113 W REYNOLDS ST	DALE CO SHERIFFS OFFICE			DALE	AL	36360-1438	06/16/22
4000C002	INNER FINISHER-L1	1								
5358C001	CABINET TYPE-V	1								
3998C001	SUPER G3 FAX BOARD-AX1	1								
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1								
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1								
IntSupplies	Pre-Installed Supplies Installed in Machine	1								

Additional Requirements:

Consumables: Toner Only
 Meter Method: imageWare Remote
 For CSA USE ONLY:
 Config: A | 66522923

Auto-Toner Fulfillment**
 Corporate Advantage

Customer Authorized Signature: *Steve McQueen* Printed Name: Steve McQueen Title: *Chief* Date: *05-24-22*

ACCEPTANCE CERTIFICATE

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: _____ Title: _____ Date: _____

For Internal Purposes Only:
 CFS Authorized Signature: _____ Title: _____ Date: _____

SER-800 Blended Lease March 2020
 **Requires ImageWARE Remote



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Trade In, Upgrade, Return, Buyout Schedule ("Schedule") (SLS-900)

Page 1 of 2

Return Schedule, Rider B of Agreement

Customer: DALE COUNTY ALABAMA

Salesperson: Charles V. Ezzell Jr.

Agreement #: MA26652

Transaction #: S1279271

Order date: 05/24/22

Customer ("You")	Customer Account: 1873527	Service Requested:					
Company: DALE COUNTY ALABAMA Address: 113 W Reynolds St City: Ozark County: DALE State: AL Zip: 36330 Phone: 334.774.2335 Contact name: Angelia Munn Email: amunn@daleso.com Alternate Contact: Alternate Phone:		Trade In Lease Information (if applicable) <table border="1"> <tr> <th>Leasing company name</th> <th>Lease Number</th> </tr> <tr> <td>CFS</td> <td>001-0651253-003</td> </tr> </table>		Leasing company name	Lease Number	CFS	001-0651253-003
Leasing company name	Lease Number						
CFS	001-0651253-003						

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ _____ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.
 Payable to: _____ Reason for check issuance: _____

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select Not Applicable: No Equipment pick up required
 one: CSA will pick up the Equipment
 Return Equipment to CFS
 Return Equipment to CSA Original Order Date _____
 You will return Equipment to leasing company according to the terms and conditions of your lease agreement
 You will retain the equipment.
 Will retained equipment remain under a CSA Maintenance Agreement?
 No
 Yes: SELECT ONE: under an Existing Contract Or New Contract

Trade in Equipment Condition: Good Working Condition

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
TRD	0604C003	IRADVCS5540I	WXE07283	113 W REYNOLDS ST DALE CO SHERIFFS OFFICE OZARK, AL 36360-1438			

Pick Up /Return Information:

Same Date as Delivery of Listed Items Specified on the Agreement
 Other Specified Date: ____ / ____ / ____ (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: Angelia Munn Phone: 334.774.2335 Email: amunn@daleso.com
 Hours of Operation: 9-5 Number of Steps: 0 Elevator: No Loading Dock: No

Special Instructions:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature Steve McKinnon
 Printed Name Steve McKinnon Title Chairman Date 05-24-22



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Trade in, Upgrade, Return, Buyout Schedule ("Schedule") (SLS-900)

Page 2 of 2

Return Schedule, Rider B of Agreement

Customer: DALE COUNTY ALABAMA

Salesperson: Charles V. Ezzell Jr.

Agreement #: MA26652

Transaction #: S1279271

Order date: 05/24/22

Customer ("You")	Customer Account: 1873527	Service Requested:	
Company: DALE COUNTY ALABAMA		Upgrade	
Address: 113 W Reynolds St		Lease Information (if applicable)	
City: Ozark	County: DALE	Leasing company name	Lease Number
State: AL	Zip: 36330	CFS	001-0651253-003
Phone: 334.774.2335			
Contact name: Angelia Munn			
Email: amunn@daleso.com			
Alternate Contact:			
Alternate Phone:			

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ _____ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.
 Payable to: _____ Reason for check issuance: _____

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select Not Applicable: No Equipment pick up required
 one: CSA will pick up the Equipment
 Return Equipment to CFS
 Return Equipment to CSA Original Order Date _____
 You will return Equipment to leasing company according to the terms and conditions of your lease agreement
 You will retain the equipment.
 Will retained equipment remain under a CSA Maintenance Agreement?
 No
 Yes: SELECT ONE: under an Existing Contract Or New Contract

Trade in Equipment Condition:

Equipment for Trade-in, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
UGTR	80318003	IRADV4235	RKJ13911	124 Adams Street OZARK, AL 36360-1438			

Pick Up /Return Information:

Same Date as Delivery of Listed Items Specified on the Agreement
 Other Specified Date: ____ / ____ / ____ (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: Angelia Munn **Phone:** 334.774.2335 **Email:** amunn@daleso.com

Hours of Operation: 9-5 **Number of Steps:** 0 **Elevator:** No **Loading Dock:** No

Special Instructions:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature Steve McKindell
 Printed Name Steve McKindell Title Chairman Date 05-24-22



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Master Sales & Services Agreement
Customer Information Face Page

MA26652

Salesperson: Charles V. Ezzell Jr. Order Date: 5/24/2022

Customer ("you"):

Company: DALE COUNTY ALABAMA
Address: 113 W REYNOLDS ST DALE CO SHERIFFS OFFICE
City: OZARK County: DALE
State: AL Zip: 36360-1438 Phone #: 334.774.2335
Contact: Angelia Munn Fax #:
Email: amunn@daleso.com

Table with two columns: Applicable Terms and Conditions, Customer Organizational Information. Includes terms availability, organization type, and address for notices.

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT.

Customer's Authorized Signature [Signature]
Printed Name Steve McKinnon Title Chairman Date 05-24-22



**FIRE
DEPARTMENT**

100 Mixon School Road
Post Office Box 1987
Ozark, Alabama 36361
Telephone: 334-774-1684
FAX: 334-774-0369

FIRE CHIEF
Philip C. Prince

OPERATIONS CHIEF
Jason Maertens

A city for all seasons.

May 20, 2022

Dale County Commission
202 Alabama Hwy. 123
Ozark, AL 36360

To whom it may concern:

Ozark EMS was not aware that financial assistance from the Dale County Commission was available to this provider. Earlier this week, I was advised that funds were indeed available to all EMS providers in this county. Having this information, I am now submitting this letter to the Dale County Commission asking for financial assistance for Ozark EMS.

As is the case for all EMS providers, Ozark EMS has suffered financially over the last year and a half. Both the COVID pandemic and the current state of the economy have had negative effects on the financial status of Ozark EMS. In its efforts to continue serving the citizens, visitors and the surrounding communities in their times of need, Ozark EMS has lost income in seven of the last twelve month period.

The majority of the financial losses were due to:

1. Added inventory and higher cost of equipment and supplies required for COVID and non-COVID responses
2. Receiving lower reimbursement rates from patients insured by Medicaid and/or Medicare
3. Operating with a reduced personnel roster (due to loss of personnel and the lack of available qualified replacements) which in turn causes more overtime expenditures in an effort to continually staff (2) full time ambulances
4. Higher fuel and maintenance costs to ensure our ambulances available and road worthy

Daily operations expenses are not only increasing, they are forever recurring. In order for the citizens of Dale County to continue receiving exemplary services not only from Ozark EMS, but from all EMS providers throughout the county, financial assistance is of the utmost importance.

In an effort to ensure that Ozark EMS is financially able to continue providing the services that are expected of it, we are asking that the Dale County Commission allocate \$25,000.00 of financial assistance to this service. The funding would be used to help ease the financial burden brought on by the daily operational needs of Ozark EMS.

Thank you for your consideration of this request, and if you should ever need the services of Ozark EMS, please don't hesitate asking.

Thank you,

Philip C. Prince
Fire Chief

CONTRACT

(METAL LEAN-TO AND CONCRETE APRON ADDITION)

THIS AGREEMENT made and entered into this 17 day of MAY,
(Day) (Month)

Two Thousand Twenty-two, by and between the Dale County Commission, party of the first part (hereinafter called the **Owner**) and Covington Contracting, Inc. of 400 Christy Lane, Andalusia, AL 36420, party of the second part (hereinafter called the **Contractor**).

WITNESSETH:

WHEREAS, the **Owner** desires to construct: the addition of a full-length lean-to and add a 4" concrete slab to the existing pistol range building, and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for construction of the lean-to and concrete slab (see below);

Addition of a full length (120') by 8' wide metal lean-to attached to existing building at or near the 12' eave on a 2:12 pitch, then adding a 4" concrete slab, extending 6' from existing building slab, full length connecting the two existing concrete aprons with mesh and a turndown.

Lean-to should include:

(6) Lean-to frames w/3" square tubing in concrete

8" 16 gauge perlins

26 gauge galvalume roof

Standard trim package

Anchor Bolts and anchor bolt setting

Remove existing gutter and replace on lean-to

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 specified above.

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-TWO THOUSAND FIVE HUNDRED and 0/100 dollars (**\$32,500.00**). Payments will be made on the First of each month based on a percent complete agreed upon by representatives of both parties.

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 Sixty (60) working days thereafter. If all work is not completed upon the 60th day, the **Contractor** must pay liquidated damages to the Dale County Commission in the amount of \$500 per calendar day.

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



ATTEST:

DALE COUNTY COMMISSION,

[Signature]
Dale County Clerk

By: [Signature]
as Chairman

NAME OF CONTRACTOR: COVINGTON CONTRACTING, INC.
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER:
56528

By: (X) [Signature]
Contractor's Signature

(X) [Signature]
Witness

KATHLEEN TYLER CAFFEY
(Print Name)

Rodger Caffey
(Print Name)

PRESIDENT
Title

Operations Manager
Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

BULL & SIMECHAK

ATTORNEYS AT LAW, LLC

J. NICHOLAS BULL

Attorney

jnbull@gmail.com

P.O. Box 1161

285 S Union Ave

Ozark, AL 36360

Phone: 334-774-1124

Fax: 334-774-1134

MATTHEW T. SIMECHAK

Attorney

msimechak@gmail.com

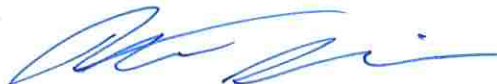
Thursday, May 19, 2022

Mr. Chairman,

There is an agenda item on the May 24th, 2022 meeting of the Commission regarding going into executive session. I recommend that the Commission, during said meeting, move into executive session for the purpose of discussing a matter that is imminently likely to be litigated. The executive session is necessary at this time, because the discussions, if held in public, would disclose information protected by the Alabama Trade Secrets Act, as authorized under Ala. Code 36-25A-7(a)(3) which protects discussions with the Commission's attorneys when discussing ". . . with legal counsel the legal ramifications of and legal options for pending litigation, controversies not yet litigated, but imminently likely to be litigated, or imminently likely to be litigated if the government body pursues a proposed course of action" which is what will be discussed during this Executive Session.

Further, Mr. Chairman, due to the necessity to discuss how this legal matter may effect county finances and budgetary concerns, it is recommended that the County Administrator be present for this Executive Session.

Sincerely,



Matthew T. Simechak

County Attorney

Dale County