



# ***Dale County Commission***

## **Commission Meeting Minutes – October 10, 2023**

The Dale County Commission convened in a regular session Tuesday, October 10, 2023. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; and District Four Commissioner Frankie Wilson.

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

### **APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS**

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

#### Memorandum of Warrants:

- Accounts Payable Check Numbers 97286 – 97438.
- Payroll Check Numbers: 154939 – 154939.
- Direct Deposit Check Numbers: 426394 - 426537.

Minutes: Commission Meeting of September 26, 2023.

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

### **APPROVED – PERSONNEL**

Commissioner Wilson made a motion to approve the following:

1. Willie Worsham – EMA – change in salary effective 10/19/23.
2. Jimmy Hunter Peters – Jail – transfer from correction officer to transport officer.

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

**APPROVED – TRAVEL**

Commissioner Carroll made a motion to approve the following:

1. Greg Daniels – Road & Bridge – 11/01/02/23 – SWANA Fall conference.

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

**APPROVED – OZARK-DALE CO LIBRARY APPOINTMENT**

Commissioner Carroll made a motion to approve Mr. Larry Maio to the Ozark-Dale County library board effective 10/16/23.

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

**APPROVED – CAPITAL ASSETS**

Commissioner Grantham made a motion to surplus the following asset from the Sheriff's office:

- Asset #4102 – 2012 Chev Silverado, S#1GC4KZCG9CF108644.

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

**APPROVED – ACCESS CONTROL MANAGED SYSTEM**

Commissioner Wilson made a motion to approve an Access Control Managed System Agreement. See Exhibit 1.

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

**APPROVED – ECONOMIC DEVELOPMENT AGREEMENT**

Commissioner Wilson made a motion to approve an Economic Development Agreement with Watson & Downs Investment II, LLC for the AAC Apartment Housing Project. See Exhibit 2.

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

**APPROVED – ARPA SHERIFF OFFICE RENOVATION – REJECT BIDS**

Commissioner Carroll made a motion to approve to reject all bids and reissue the Invitation to Bid for the ARPA Sheriff Office Renovation project due to a technical issue with the process.

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

**APPROVED – ARPA – ROAD & BRIDGE EQUIPMENT**

Commissioner Wilson made a motion to approve the purchase, from ARPA funds, of a 2023 Alpha Eagle ILF, side cutter/boom mower. See Exhibit 3.

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

**APPROVED – WORK REQUEST – TOWN OF ARITON**

Commissioner Grantham made a motion to approve grass cutting twice a year for the Town of Ariton. Cost of \$1,200. to be paid by the Town of Ariton.

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

**APPROVED – LETTER OF SUPPORT - BROADBAND**

Commissioner Enfinger made a motion to approve a letter of support for the expansion of broadband in Dale County, Alabama. See Exhibit 4.

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 24, 2023, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

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

Access Control: Managed System Agreement

October 3, 2023

THIS CONTRACT between HARRIS SECURITY SYSTEMS INC., and Dale County Commission Admin Offices (hereafter called "CLIENT") located at: 202 South 123 Suite C Ozark, AL 36360.

- 1. INSTALLATION AND SERVICES: HARRIS SECURITY SYSTEMS, INC. will do the following: Sell to CLIENT and install Access Control equipment for the purpose of remotely Managing or Hosting of 4 Doors-Door card access control system as described in associated and accepted quotation, and provide warranty as described therein.
2. SYSTEM MANAGEMENT / HOSTING FEE & SERVICE AGREEMENT: CLIENT agrees to pay the sum of \$45.00 per month, payable in advance, in quarterly installments of \$135.00 for a term of one (3) year/s commencing with the completion of the system installation or initiation of services.
3. INCREASE IN SERVICE RATE: CLIENT acknowledges that HARRIS SECURITY shall have the right to increase the service fee to reflect the installation of additional devices, implementation of additional services, increased data bandwidth usage, additional increased taxes, fees, or costs from the Central Station or government entity, or other associated costs related to this service.
4. If CLIENT fails to make any payment when due, HARRIS SECURITY may discontinue service, remove HARRIS SECURITY owned equipment, terminate this agreement and recover all damages to which HARRIS SECURITY is entitled, including the value of services performed, remainder of contract term, contract value and loss of profits.
5. INSTALLATION OF THE EQUIPMENT: CLIENT will permit HARRIS SECURITY to install the equipment during HARRIS SECURITY's normal business hours and CLIENT will provide uninterrupted access to installation site premises.
6. COMMUNICATIONS: Hosting Center over a third party ISP internet connection. If the ISP's internet connection is placed out of order or is for any other reason non-functional, signals cannot be transmitted to the Hosting Center, thereby interrupting hosting/monitoring services until internet service is restored.

Harris Security Systems, Inc.

Signature: [Handwritten Signature]
Printed Name: Corey Swanson
Title: Tech/Sales
Date: 10/3/23

Dale County Commission

Signature: [Handwritten Signature]
Printed Name: Steve McDaniel
Title: Chairman
Date: 10-10-23

This contract shall not be binding upon HARRIS SECURITY unless either 1) approved in writing by an officer of HARRIS SECURITY, or 2) HARRIS SECURITY completes the installation. In the event of non-approval, the liability of HARRIS SECURITY is limited to a refund of the amount that has been paid to HARRIS SECURITY by CLIENT upon the signing of this contract.

**SUSPENSION OR CANCELLATION OF THIS CONTRACT:** CLIENT understands that HARRIS SECURITY may stop or suspend communications if: Strikes, severe weather, earthquakes, or other such events beyond HARRIS SECURITY's control affect the operation of our communication equipment, or so severely damages CLIENT's premises that continuing service would be impractical; there is an interruption or unavailability of the internet service between the system and the Hosting Center; CLIENT does not pay the service charge due to HARRIS SECURITY, after HARRIS Security has given ten days written notice of service cancellation because of non-payment (HARRIS SECURITY may charge a re-connection fee if service is suspended for non-payment); HARRIS SECURITY is unable to provide service because of some action or ruling by any government authority; CLIENT becomes a debtor in bankruptcy proceeding. If service is cancelled or this contract is terminated for any reason, CLIENT authorizes HARRIS SECURITY to remotely disconnect the system and communicator from the Center and/or enter the Client's premises to disconnect CLIENT's system from HARRIS SECURITY's monitoring equipment and remove HARRIS SECURITY's communications module, and all of HARRIS SECURITY's signs and decals, if applicable.

**ASSIGNEES AND SUBCONTRACTORS:** HARRIS SECURITY may transfer or assign this contract to any other security company that meets HARRIS SECURITY requirements. CLIENT may not transfer this contract to someone else (including someone who purchases or rents CLIENT's premises) without a newly executed contract on file. HARRIS SECURITY will not unreasonably withhold client's ability to transfer services. If HARRIS SECURITY transfers or assigns this contract to another entity, HARRIS SECURITY will inform CLIENT within 30 days of the "effective date" of the transfer.

**HARRIS SECURITY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** CLIENT understands that a) HARRIS SECURITY is not an insurer of CLIENT's premises, property or the personal safety of persons in CLIENT's premises; b) CLIENT is solely responsible for providing any life, health, or disability insurance for himself and persons who use the system, and insurance on CLIENT's premises and its contents; c) the amount CLIENT pays to HARRIS SECURITY is based only on the value of the service HARRIS SECURITY provides and not on the value of CLIENT's premises or its contents; d) internet / data communications systems may not always operate properly or as designed for various reasons; e) it is difficult to determine in advance the value of the property that might be lost, stolen, or destroyed if the system or HARRIS SECURITY's service fails to operate properly; f) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by HARRIS SECURITY failure to perform, or a failure of the system or service.

**THEREFORE CLIENT AGREES:** Even if a court decides that a failure of the system, or a failure of the installation, internet/data communications service caused or allowed any harm or damage (whether property damage, personal injury or death) to CLIENT or anyone in his premises, CLIENT agrees that HARRIS SECURITY's liability shall be limited to the lesser of \$1,000.00 or the annual monitoring fee, as liquidated damages and not as a penalty, and this shall be CLIENT's only remedy.

**THIRD PARTY INDEMNIFICATION AND SUBROGATION:** If anyone other than CLIENT demands HARRIS SECURITY to pay for harm or damages (including property damage, personal injury or death) connected with or resulting from I) a failure of the system or services, ii) a claim for indemnification or contribution, CLIENT will pay HARRIS SECURITY a) any amount which a court orders HARRIS SECURITY to pay or which HARRIS SECURITY reasonably agrees to pay, and b) the amount of HARRIS SECURITY's reasonable attorney's fees and any other losses or costs that HARRIS SECURITY may pay in connection with the harm or damages. CLIENT's obligation to pay HARRIS SECURITY for such harm or damages shall not apply if the harm or damages happens while one of HARRIS SECURITY's employees or subcontractors is in or about CLIENT's premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by his property insurance policy, CLIENT agrees to release HARRIS SECURITY from any claims of any parties suing through CLIENT's authority or in CLIENT's name, such as his insurance company, and CLIENT agrees to defend HARRIS SECURITY and hold HARRIS SECURITY harmless against any such claim. CLIENT will notify his insurance company of this release.

**LIMITATION ON LAWSUITS; WAIVER OF JURY TRIAL:** Both HARRIS SECURITY and CLIENT agree that no law suit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim. In addition, any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

**ENTIRE CONTRACT:** The entire and only managed system contract between CLIENT and HARRIS SECURITY is written in this contract. This contract replaces any earlier oral or written agreement, understanding or contract. It may only be changed by a written contract signed by CLIENT and authorized HARRIS SECURITY Officer of the corporation. It may not be changed by any oral statements or representations made by HARRIS SECURITY's sales representative. If CLIENT has given or ever gave HARRIS SECURITY a purchase order for the system or service which provides for different terms than this contract, this contract will govern and be controlling. If any provision of this contract is found to be invalid or illegal by a court, the balance of the contract shall remain in force. CLIENT agrees that this contract is performed in the state of California and shall be governed by the laws of California.

**LICENSES:** Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions regarding a contractor may be referred to the Registrar whose address is: AESBL, 7956 Vaughn Rd., Montgomery, AL 36116

## **AAC Apartment Housing Project**

### **Project Description:**

Watson and Downs Investments has purchased the Andrews Estate next to the Alabama Aviation College with plans to build apartment units on the property and will need a small strip of property belonging to the City of Ozark that they are requesting to lease for 99-years at a rate of \$1 per year. The plan is to build (20) - 2bd/2bth units and (8) - 1bd/1bth units for a total of (28) units, which would serve as accessible apartments to students at the Aviation College as well as non-college residents at a mid-point price range.

### **Utilization of Funds:**

The funds created by the below incentives are needed to reduce the overall development cost of the project. If cost cannot be reduced, the project will not make economical sense for the developer, and the developer may choose to cancel the project.

### **Construction Description:**

Wood framed construction designed for multi-family apartment units and student housing for the Alabama Aviation College

**Industry Sector:** Multi-Family Development (NAICS Code 236116)

### **Economic Impact:**

An increase in varied housing options is greatly needed in Dale County. The population and workforce cannot increase without viable options for living spaces. Job creation through businesses and industry attraction and a growing workforce will be halted if new housing is not available.

Additionally, there will be indirect economic impact through sales tax revenue due to drawing new residents into the community.

Most importantly, this will be an asset to economic development due to its location, as it will serve the students of the Alabama Aviation College which is a draw to industry due to its unique, quality workforce training programs.

**Direct Job Creation:** 1 on-site manager

**Payroll:** \$15,000 / year

**Total Project Cost:** \$5.3 million

**Incentive Asks of the City of Ozark:**

- Waiver of building permits and subcontractor permits valued at \$10,400. (Passed by City Council on 8/15)
- Rezoning of the property from B3 to B4 to allow for apartment housing. (Passed in Public hearing on 9/5)
- \*\$250,000 grant over 10 years at \$25,000 per year based on \$20,000 per year of ad valorem tax plus half of the non-educational city sales tax on construction materials, which is \$50,000.
- \*99-Year lease of the small strip of city-owned land between the Andrews property and Heritage Way. Lease price of \$1 per year.

\*To be advertised and go on agenda for a public hearing on 10/17.

**Incentives Approved by the Ozark Utilities Board:** (approved 8/22)

- Waiver of water and sewer tap fees.
- Minimum bill for 3 years

**Incentive Asks of the Dale County Commission:**

- \*\*Use of \$50,000 from lodging tax fund for asbestos abatement, demolition of existing structures, and grading of property.
- \*\**Voted on by the ODEDC Board on 9/14 and will be advertised and voted on by the Dale County Commission on 10/10.*



**EXCERPTS FROM MINUTES OF A REGULAR MEETING OF  
THE DALE COUNTY COMMISSION**

The Dale County Commission, governing body for Dale County, Alabama convened in a regular session at 10:00 a.m. on the 10th day of October, 2023, in the Commission Chambers in the Dale County Government Building located at 202 South Highway 123, Ozark, Alabama 36360. Those Commission members present were:

<u>Present</u>	<u>Absent</u>	<u>Also Present</u>
Steve McKinnon, Chairman Chris Carroll, §1 Donald Grantham, §2 Adam Eastinger, §3 Frankie Wilder, §4	None	—

The Chairman, Steve McKinnon, acted as Chairman of the meeting and the County Administrator, Cheryl Ganey, acted as Secretary of the meeting. The Chairman stated that a waiver of the time, place and purpose of the meeting had been executed by each of the County Commissioners. The Chairman ordered the waiver spread upon the minutes of the meeting at the end thereof.

The Chairman declared a quorum present and opened the meeting for the transaction of business.

Thereupon, the following resolution was introduced in writing, duly seconded, and adopted by the affirmative vote of 4 members of the Commission present:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RATIFYING PUBLICATION OF NOTICE PUBLISHED WITH RESPECT  
TO CERTAIN ACTIONS TO BE TAKEN, INCLUDING PARTICIPATION WITH  
THE ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE DALE COUNTY COMMISSION ON BEHALF OF DALE COUNTY, ALABAMA  
AND WATSON & DOWNS INVESTMENTS II, LLC  
AND AUTHORIZING A GRANT IN REGARDS THERETO

BE IT RESOLVED BY THE MEMBERS OF THE COUNTY COMMISSION OF DALE COUNTY, ALABAMA (the "County") as follows:

Section 1. The County has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find and determine and declare that, in order to promote economic development and improve residential rental housing in the County for the general welfare of the citizens of the County and the State of Alabama, has received an application for economic assistance from Watson & Downs Investments II, LLC, an Alabama limited liability company.

Section 2. The County published a notice in the *Southern Star* on September 28, 2023, 2023, in order to inform the public of certain actions the County desires to take to improve and induce economic development in the County for the public good by promoting trade, commerce, industry, housing and expansion and retention of business enterprises within the County to increase employment opportunities, to increase tax revenue and to promote and development for the public good and welfare, trade, commerce and industry.

Section 3. The County Administrator, acting on behalf of the County Commission, published a Legal Notice of Public Meeting (the "Amendment 772 Notice") in the *Southern Star*, which notice was at least seven (7) days prior to the next scheduled meeting of the County Commission, said Amendment 772 Notice read as follows:

LEGAL NOTICE  
OF A PUBLIC MEETING  
AND PUBLIC HEARING  
OF  
DALE COUNTY, ALABAMA

Regarding Economic Development Action Under Alabama Constitutional Amendment No. 772

A Notice was given that the County Commission, governing body of Dale County, Alabama (the "County"), will meet in public session and conduct a public hearing at 10:00 a.m. on October 10, 2023, in the Commission Chambers in the Dale County Government Building located at 202 South Highway 123, Ozark, Alabama 36360, for the purpose of considering the transaction of business that may properly come before the County, such business to include, but not be limited to, the consideration of proposed incentives by the County as an inducement to Watson & Downs Investments II, LLC, an Alabama limited liability company (the "Developer") to construct a twenty-eight (28) unit apartment complex at 308 Campus Drive, Ozark, Alabama 36360 (the "Project") in Ozark, Alabama (the "Project Site").

The County will enter into an Economic Development Agreement (the "Development Agreement") between the County and Developer pursuant to Amendment No. 772 to the Constitution of Alabama of 1901, as amended, and the County will agree to reimburse Developer part of its development costs for demolition and removal of existing structures on and grading of the Project Site by a grant in the amount of \$50,000 (the "Grant"), payable in one lump sum upon receipt by the County from Developer of paid invoices evidencing expenditures made for said demolition, removal, and grading.

The County seeks to pay the Grant from its lodging tax fund or in the alternative, from the County general fund, in order to satisfy its obligations and undertakings set forth in the Development Agreement to offer public assistance to promote the local economic, commercial and industrial development of the County; to promote the expansion and retention of business enterprise within the County; to increase residential rental housing and employment in the County; to promote and develop for the public good and welfare additional trade, commerce, industry, housing, and employment opportunities in the County; to increase the tax and revenue base of the County and to promote the general welfare, convenience, order, and prosperity of the citizens of the County and the State of Alabama. The economic growth and anticipated increase in new housing, employment, tax revenues and other benefits will directly benefit the County and serve a valid and sufficient public purpose.

The County Commission is expected to determine at its public meeting that the issuance of public assistance contemplated in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Developer or any other private entity or entities.

All interested persons may examine and review the Development Agreement and all relevant documents and make copies thereof at their personal expense at the offices of the County Administrator located at 202 South Highway 123, Suite C, Ozark, Alabama 36360, during normal business hours, before and after the meeting of the County Commission referenced herein.

Further information concerning the information in this notice can be obtained from the County Administrator at the County Administrator's office, located at 202 South Highway 123, Suite C, Ozark, Alabama 36360, during normal business hours.

Section 4. A public meeting was held on October 10, 2023, in accordance with the above-published notice, and the public was given an opportunity to offer comment or objection.

Section 5. The County proposes to enter into an Economic Development Agreement with Watson & Downs Investments II, LLC, an Alabama limited liability company (the "Developer") to induce the Developer to construct a twenty-eight (28) unit apartment complex to provide much needed residential rental units (the "Project") on certain real property located at 308 Campus Drive, Ozark, Alabama 36360, and on a parcel of contiguous real property owned by the City of Ozark, which will be leased to the Developer (collectively, the "Project Site"), said Economic Development Agreement to be dated the date of delivery to the Developer, pursuant to Amendment No. 772 to the Constitution of Alabama 1901, as amended ("Amendment 772"), as a general obligation of the County to provide for a grant in the amount of \$50,000 (the "Grant"), payable by the County to the Developer in one lump sum amount.

Section 6. There has been prepared for and delivered to the County, and made available for public inspection, an Economic Development Agreement with respect to the transactions described in the Amendment 772 Notice and the undertakings by the County in connection therewith.

Section 7. It is necessary, desirable and in the best interests of the taxpayers and citizens of the County for the County to deliver the Economic Development Agreement, to issue its Grant and to perform the agreements and undertakings of the County set forth therein.

Section 8. The County does hereby ratify and confirm the form and content of, and the statements set forth in the Amendment 772 Notice and the publication of the Amendment 772 Notice as set forth in these resolutions above.

Section 9. The County does hereby approve, adopt, authorize, ratify, and confirm the representations, warranties, agreements, and covenants of the County set forth in, and the transactions to be undertaken by the County pursuant to the Economic Development Agreement.

Section 10. The County does hereby approve, adopt, and authorize the issuance of its Grant and agrees to honor its obligation to pay the sum at the time, in the manner, and from its lodging tax fund or its general fund and to perform its obligations under the Economic Development Agreement.

Section 11. The Chairman of the County Commission and the County Administrator are hereby authorized and directed to execute and attest, respectively, for and on behalf of the County, the Economic Development Agreement between the County and Watson & Downs Investments II, LLC, a copy of which is on file in the office of the County Administrator, whereby the County agrees to pay to Watson & Downs Investments II, LLC the Grant approved in these resolutions, which the County has determined will improve the general welfare of the citizens of the County and the State of Alabama by providing badly needed residential multi-family rental housing.

Section 12. The Chairman of the County Commission is hereby authorized to take such further action as he deems necessary to effect the transactions contemplated in these Resolutions, and the Chairman of the County Commission and County Administrator are hereby authorized and directed to execute and attest, respectively, for and on behalf of the County any other instruments or documents which the Chairman of the County Commission deems necessary to effect the transactions contemplated in these Resolutions.

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

PASSED, ADOPTED AND APPROVED on October 10, 2023.

**DALE COUNTY COMMISSION**

By:   
Steve McKinnon, Chairman

**ATTEST:**

By:   
Cheryl Ganey,  
County Administrator


This resolution shall take effect immediately.

**CERTIFICATION OF COUNTY ADMINISTRATOR**

**Resolution approving Economic development Agreement and Grant  
issued by the Dale County Commission on behalf of Dale County, Alabama**

I, the undersigned, do hereby certify that (i) I am the duly elected, qualified and acting County Administrator and as such, being the chief administrative officer of Dale County, Alabama (the "County"); (ii) I have access to all original records of the County, and I am duly authorized to make certified copies of its records on its behalf the above; (iii) the foregoing pages are a true and correct copy of the minutes and of the Resolution as introduced, read and duly adopted at a regular meeting of the County Commission for Dale County, Alabama, held on October 10, 2023, at 10:00 o'clock, a.m., in Ozark, Alabama at the Commission Chambers in the Ozark City Hall; (iv) notice of the meeting was given as provided by law; (v) the Resolution has not been repealed, revoked, amended or revised and remains in full force and effect as of the date hereof; and (vi) the minutes and the Resolution set forth therein are on file and recorded in the official records of the County.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the County this 10<sup>th</sup> day of October, 2023.

  
\_\_\_\_\_  
**Cheryl Ganey,**  
**County Administrator**

(SEAL)

**ECONOMIC DEVELOPMENT AGREEMENT**

**Dated October 10, 2023**

**Between**

**DALE COUNTY, ALABAMA**

**AND**

**WATSON & DOWNS INVESTMENTS II, LLC**

This **ECONOMIC DEVELOPMENT AGREEMENT** is made and entered into as of October 10, 2023, by and between Dale County, Alabama, a political subdivision of the State of Alabama (the “**County**”), acting by and through its governing body, the Dale County Commission and Watson & Downs Investments II, LLC, an Alabama limited liability company (the “**Developer**”).

**RECITALS:**

**A.** For and in consideration of certain incentives hereinafter described, as a condition precedent to the funding of certain capital improvements comprised of a 28 unit apartment complex and related improvements (the “**Project**”) located at 308 Campus Drive, Ozark, Alabama 36360 (the “**Project Site**”) which is within the County limits of the County of Ozark and the County, the County has delivered this Economic Development Agreement (this “**Development Agreement**”) for the benefit of the Developer as owner of the Project, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901 (“**Amendment No. 772**”), to provide for the payment of funding obligations described herein as the same become due and payable. Amendment No. 772 authorizes the County to lend its credit to or grant public funds and things of value in aid of or to any business entity for the purpose of promoting the economic development of the County. The County has determined that entry into this Development Agreement will: (i) promote economic and commercial development within the County; (ii) create quality jobs within the County; (iii) increase housing and the tax revenues in and around the County; (iv) stimulate the local economy; (v) promote the location, expansion and retention of commercial enterprises in the County; (vi) preserve and improve the aesthetic quality of commercial development, inuring to the economic health of the County; and (vii) improve the general welfare and quality of life for citizens in the County. Further, the County has determined that the expenditure of the public funds for the purposes specified herein for the Development Project will serve a valid and sufficient public purpose, notwithstanding any incidental benefits accruing to any private entity or entities, and further, have determined that the entry into the agreements and transactions described herein is in the best interest of the health, safety, and welfare of the citizens in and around the County.

**B.** The County endorses and believes it is in the public interest to enter into this Development Agreement to provide financial assistance for the Development Project to improve the Project Site in order to provide the County with additional needed rental housing and in order to induce the Developer to invest in the design and construction of the Project on the Project Site and to increase residential rental housing and employment levels within the corporate limits of the County, and the County further believes these inducements will promote continued economic development of the County and, accordingly, are for a public purpose consistent with and in furtherance of the objectives of Amendment No. 772.

**C.** This Development Agreement embodies the terms, conditions, obligations and agreements of the parties hereto and is intended to be a valid, binding and enforceable agreement.

**AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the premises, and the mutual covenants, terms, conditions, and agreements contained herein, the County and the Developer hereby covenant, agree, and bind themselves as follows:

**ARTICLE I**

**DEFINITIONS**

**1.1 “Development Project”** shall mean the construction of a new twenty-eight (28) unit apartment complex on the Project Site, which is located at 308 Campus Drive, Ozark, Alabama 36360.

**1.2 “Grant”** shall mean the sum of \$50,000 payable to the Developer in one lump sum payment within ten (10) days after the Developer provides the County with a paid invoice evidencing payment for demolition and removal of existing structures on and grading of the Project Site.

**1.3 “Payment Date”** shall mean each of the date set forth in Section 3.2 below after the condition precedent described in Section 3.3 is satisfied.

**1.4 “Project Site”** shall mean that certain real property upon which the Project is to be constructed and located at 308 Campus Drive, Ozark, Alabama 36360.

**1.5 “Term”** means the period set forth in Article VI below.

**ARTICLE II**

**DEVELOPER’S AGREEMENT**

**2.1 Obligations of the Developer.**

(a) In consideration for the County’s obligations hereunder, the Developer hereby agrees as follows:

(i) during the Term hereof, to design and construct, either itself or through contractors, a 28 unit apartment complex and related improvements located on the Project Site in a good, workmanlike and timely manner in accordance with the Developer’s plans and specifications (the “**Plans & Specifications**”), said drawings to be in compliance with all City of Ozark and County building codes and ordinances and requisite inspections; and

(ii) the Developer agrees to obtain all required permits and to comply with all City of Ozark and County building codes.



(iii) to fully comply with the terms and provisions of this Agreement.

(b) Following the completion of the design and construction of the Project on the Project Site and the improvements thereon and continuing for the duration of the Term (hereinafter defined) of this Development Agreement, the Developer will continue to maintain and keep the Project Site in good repair.

**2.2 Compliance with Laws.** The Developer shall continue to comply in all material respects with all federal, state, local and other statutes, ordinances, judgments, rulings, and regulations relating to environmental pollution or environmental regulation or control.

**ARTICLE III**

**PUBLIC ASSISTANCE – SOURCE OF DEVELOPMENT FUNDS;  
ISSUANCE OF GRANT**

**3.1** In consideration of the covenants, terms, conditions and obligations of the County and the Developer contained herein and of the respective representations and warranties of the Developer and the County set forth in Article V below, the County, subject to the contingencies hereinafter described, hereby agrees to pay to the Developer the sum of Fifty Thousand Dollars (\$50,000.00) in the aggregate, payable in the manner provided in Section 3.2 hereof, for the sole purpose of assisting in the construction of an apartment complex comprised of 28 apartments and related improvements on the Project Site. The amount paid shall be administered by the County and paid from the County lodging tax fund or the general funds of the County.

**3.2** As an incentive to the Developer, the County will pay the Developer, as a grant, the sum of Fifty Thousand Dollars (\$50,000.00) (the “Grant”), payable in one lump sum payment within ten days after the Developer provides the County with a paid invoice or invoices evidencing payment for the demolition, removal of existing structures on and grading of the Project Site.

**3.3** The Developer must complete the Project within eighteen (18) months after commencement of construction. If construction is not completed within said eighteen-month period, the Developer shall reimburse the County the entire amount of the Grant. If construction has been delayed due to events beyond the control of the Developer, the County may extend the date of completion and delay the obligation of the Developer to repay the Grant.

**3.4** The County’s obligation to perform its obligations under this Development Agreement is contingent upon the Developer complying in full with its covenants and obligations contained in this Development Agreement.

**3.5** The obligation of the County to make the payment set forth in Section 3.2 for the Development Project shall never constitute an indebtedness of the County within the meaning of any constitutional debt limits or other similar statutory provision.

**ARTICLE IV**

**CONTINGENCIES; REPRESENTATIONS AND WARRANTIES**

**4.1 CONTINGENCIES.**

The County's obligations hereunder are contingent upon the following:

- (a) Developer's strict compliance with the terms and conditions of this Development Agreement.
- (b) Developer proceeds to diligently complete the Project in a timely and good, workmanlike manner.

**4.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY.**

The County makes the following representations and warranties:

- (a) The County is a validly existing governmental body and political subdivision of the State of Alabama.
- (b) This Development Agreement is made and delivered by the County pursuant to the provisions and authority of Amendment No. 772.
- (c) The Project Site is within the corporate limits of the County, and the County has determined that the Project will provide needed residential rental housing units and will be of substantial economic benefit to, and will enhance the general welfare of, the citizens of the County and the State of Alabama.
- (d) The County has the corporate power and authority to enter into this Development Agreement and to carry out its obligations hereunder. By proper corporate action, the County has duly authorized the execution, delivery and performance of this Development Agreement.
- (e) The use of the Grant is earmarked for and may be used solely for the costs of the Project.
- (f) Upon final payment of all amounts due hereunder to the Developer after completion of the construction of the housing units and improvements on the Project Site or upon expiration of the Term hereof, whichever shall first occur, the County shall have no further obligations, duties, or responsibilities hereunder.

**4.3 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.**

The Developer makes the following representations and warranties:

(a) The Developer is an Alabama limited liability company, validly existing and in good standing in the State of Alabama.

(b) The Developer has the corporate power and authority to enter into this Development Agreement and to carry out its obligations hereunder, and by proper corporate action, the Developer has duly authorized the execution, delivery, and performance of this Development Agreement.

(c) The Developer will develop the Project Site by designing and constructing the apartment complex and improvements on the Project Site which will bring much needed additional rental housing to the County.

(d) Neither the execution nor the performance of this Development Agreement by the Developer will constitute or will result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit, statute, or agreement of any nature to which the Developer is a party or to which it is subject.

**ARTICLE V**

**SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

All representations and agreements of the County and the Developer shall survive the expiration of this Development Agreement for a period of three (3) years.

**ARTICLE VI**

**DURATION OF AGREEMENT**

Subject to the survival provisions of Article V above, the obligations of the County and the Developer shall arise upon the execution and delivery of this Development Agreement by all parties hereto and shall continue in full force and effect for ten years from the date of the first payment hereunder (the “**Term**”).

**ARTICLE VII**

**NOTICES**

Any written notice or other written communication to be given to the County under this Economic Development Agreement may be given by mailing the same to the County Administrator, Dale County, Alabama, 202 South Highway 123, Suite C, Ozark, Alabama 36360275 North Union Avenue, Ozark, Alabama 36360. Any written notice to be given to the Developer hereunder may be given by mailing the same to Post Office Box 1207, Dothan, Alabama 36302.

**ARTICLE VIII**

**GOVERNING LAW; NON-ASSIGNABILITY**

This Development Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. This Development Agreement and the use of the Grant are specific to the Developer and the Project, respectively, and are not to be assigned by the Developer.

**ARTICLE IX**

**LIMITATION OF LIABILITY**

In no event shall any party hereto be liable under this Development Agreement to any other party hereto for any special, incidental, consequential, exemplary, or punitive damages.

**ARTICLE XI**

**COUNTERPARTS**

This Development Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**DALE COUNTY, ALABAMA**

**By: Dale County Commission**

By:   
Steve McKinnon, Chairman

**ATTEST:**

By:   
Cheryl Ganey, County Administrator

**WATSON & DOWNS INVESTMENTS II, LLC**

By:   
J. Watson Downs, a Manager

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

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

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

**WHEREAS**, the Final Rule provides that the designation of this standard allowance is a one-time, irrevocable election that must be made for the period of performance of the ARPA funds award; and

**WHEREAS**, the County has duly made this election; and

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

**WHEREAS**, the County has determined that there is a need to provide the following government services to its citizens and that it is within the authority of the County to provide these services: construction or maintenance of safe County roads; and

**WHEREAS**, the County has determined that the procurement of the following side cutter/boom mower from the following vendor is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services:

2023 Alpha Eagle ILF with appropriate safety items for \$292,738.30 from Energreen Professional Machines America; and

**WHEREAS**, more particularly, the procurement of this side cutter/boom mower will provide needed equipment for the County to properly maintain County roads; and

**WHEREAS**, the County has identified the vendor from which to procure this side cutter/boom mower in a manner consistent with federal and state laws and guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) as it relates to the expenditure of Revenue Replacement Funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

1) The County shall use up to \$292,738.30 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein.

2) The County Administrator is hereby authorized to expend these funds to purchase this side cutter/boom mower as described herein from the designated vendor to facilitate the provision of these services.

3) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

**IN WITNESS WHEREOF**, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 10<sup>th</sup> day of October, 2023.



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Steve McKinnon , Chairman  
Dale County Commission



**Dale County Commission  
202 Hwy 123 South, Suite C  
Ozark, AL 36360**

October 10, 2023

Maureen Neighbors  
Chief, Alabama Digital Expansion Division  
Alabama Department of Economic and Community Affairs (ADECA)  
Via email: [broadband.fund@adeca.alabama.gov](mailto:broadband.fund@adeca.alabama.gov)

Dear Ms. Neighbors,

I am writing on behalf of the Dale County Commission to express our support for the subaward application and proposed project submitted by the Fiber Utility Network, Inc. (FUN) to the Alabama Anchor Institution Middle-Mile Grant Program. We believe that increased connectivity for community anchor institutions is imperative for the future economic vitality of our state and are excited about the opportunities that could arise near unserved and underserved residential areas of the State if this grant is awarded. Specifically, this new fiber optic broadband connectivity is necessary because there are limited fiber based broadband options currently available in the relevant locations. Due to the critical nature of our mission, we cannot afford interruptions in broadband service, so we need these expanded connections to be established, because they would address our need for faster, more reliable broadband service.

We look forward to working with FUN to facilitate expanded broadband access to our facility, and we support FUN's plan to work with last mile broadband providers in and around community anchor institutions to increase broadband availability to nearby unserved and underserved residential and business locations. Thank you for your time and consideration of this grant application.

Sincerely,

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

Steve McKinnon

Chairman, Dale County Commission