



# ***Dale County Commission***

## **Commission Meeting Minutes – July 23, 2024**

The Dale County Commission convened in a regular session Tuesday, July 23, 2024. 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 Carroll made a motion to approve the memorandum of warrants and minutes.

#### **Memorandum of Warrants:**

- Accounts Payable Check Numbers: 99770 – 99883.
- Payroll Check Numbers: 154970 – 154973.
- Direct Deposit Check Numbers: 429312 - 429456.

Minutes: Commission Meeting of July 9, 2024.

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

### **APPROVED – PERSONNEL**

Commissioner Enfinger made a motion to approve the following:

- Wanda Brogden - 90-day leave of absence from July 1, 2024 to September 30, 2024.
- Joshua K. Hice – Jail – Correction Officer – New Hire.

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

**APPROVED – PERSONNEL TRAVEL**

Commissioner Wilson made a motion to approve the following:

- Steve McKinnon, Chris Carroll, Donald Grantham, Frankie Wilson, Cheryl Ganey, Willie Worsham, Matt Murphy, & Andrew Faulk – Commission and Road & Bridge - August 19-23, 2024 – ACCA Conference.
- Kristi Colvin – Reappraisal, – August 14-15, 2024 – Personal Property Exam.

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

**APPROVED – 10 DAY REVIEW – CLASSIFICATION & PAY PLAN**

Commissioner Carroll made a motion to approve changes to the Classification and Pay Plan:  
1) additional job description - Mapping & Appraisal Appraiser Trainee (Real Property) 2) change in job description - Mapping and Appraisal Real Property Appraiser II.

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

**APPROVED – SOUTH ALABAMA PRO RODEO CLASSIC SPONSORSHIP**

Commissioner Wilson made a motion to approve a \$500.00 sponsorship for the South Alabama Pro Rodeo Classic.

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

**APPROVED – DEPUTY CORONER APPOINTMENT**

Commissioner Grantham made a motion to approve the Coroner's request to appoint Stephanie Carmichael as a Deputy Coroner.

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

**APPROVED – ADEM STORMWATER GRANT AGREEMENT**

Commissioner Enfinger made a motion to approve a revision to the ADEM ARPA Drinking Water/Wastewater Project previously approved to replace stormwater crossdrain or culvert. The revision adds \$75,000 to the original \$150,000 for Ariton school erosion project. Chairman McKinnon is authorized to sign a funding agreement with the Dale County Board of Education. See Exhibit 1.

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

**APPROVED – SARCOA MOU - EMA**

Commissioner Wilson made a motion to approve a Memorandum of Understanding (MOU) with SARCOA. See Exhibit 2.

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

**APPROVED – EMS TAG DISTRIBUTION**

Commissioner Carroll made a motion to approve the EMS Tag Funds distribution for April-June, 2024. See Exhibit 3.

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

**APPROVED – LODING TAX**

Commissioner Grantham made a motion to approve supporting the request of the Ozark-Dale County Economic Development Corporation. See Exhibit 4.

Commissioner Carroll 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, August 13, 2024, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner Enfinger made a motion to adjourn the meeting. Commissioner Wilson seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



\_\_\_\_\_  
Steve McKinnon, Chairman

**Cheryl Ganey**

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**From:** Matthew Murphy  
**Sent:** Thursday, July 11, 2024 12:10 PM  
**To:** Cheryl Ganey  
**Cc:** Chris Carroll (chris.4ccattle@gmail.com); Wendi Ward; Steve McKinnon  
**Subject:** FW: ARPA stormwater signed documents, Dale County  
**Attachments:** Dale County Commission Stormwater Final Executed Grant.pdf

Cheryl,

Here's the revised ARPA stormwater grant agreement. This revised grant added \$75,000 to the original \$150,000 amount for a total of \$225,000. The \$75,000 will be for Ariton School erosion project behind the football field. The board of education will have to pay the expenses of the repair and seek reimbursement from the grant through the County. I assume there will need to be a funding agreement in place between the board of education and the County Commission. Any amount above \$75,000 will be paid for by the board of education. The \$75,000 additional funding will NOT require a match of any kind, that's good news for the school. Let me know how we need to proceed administratively.

Thanks,



**Matt Murphy**  
**County Engineer**  
334-774-5875  
[matthew.murphy@dalecountyal.gov](mailto:matthew.murphy@dalecountyal.gov)  
1725 County Road 30  
Ozark, AL 36360  
[www.dalecountyal.com](http://www.dalecountyal.com)

**From:** Wright, Hannah R <hannah.wright@adem.alabama.gov>  
**Sent:** Thursday, July 11, 2024 9:39 AM  
**To:** Matthew Murphy <matthew.murphy@dalecountyal.gov>  
**Cc:** Chris Carroll (chris.4ccattle@gmail.com) <chris.4ccattle@gmail.com>; Reidy, Eric J <eric.reidy@adem.alabama.gov>; Lott, Bill <WAL@adem.alabama.gov>  
**Subject:** RE: ARPA stormwater signed documents, Dale County

Matthew,

Here is the final executed copy of the grant for your records. I put the correct preapp in there. I am getting with Bill to see about the payment request form. You will hear something back from someone today.

Thank you,

*Hannah R. Wright*

**ASA II / State Revolving Fund**  
**1400 Coliseum Boulevard Montgomery, AL. 36110**  
**Office Phone: 334-279-3062**  
[Hannah.wright@adem.alabama.gov](mailto:Hannah.wright@adem.alabama.gov)

**LANCE R. LEFLEUR**  
DIRECTOR



**Alabama Department of Environmental Management**  
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 ■ FAX (334) 271-7950

**Exhibit 1**

**KAY IVEY**  
GOVERNOR

original  
received  
↑  
**RECEIVED**  
NOV 16 2023  
ADEM  
SRF SECTION

May 20, 2024

Mr. Steve Mckinnon  
Chairman  
Dale County Commission  
202 S. Hwy 123, Suita A  
Ozark, Alabama 36360

**RECEIVED**  
MAY 20 2024  
ADEM  
SRF SECTION

**Re: American Recovery Plan Act (ARPA) Drinking Water/Wastewater Project Agreement  
Dale County Commission**

↓  
revised  
amount per  
Russell  
(RW)

Dear Mr. Mckinnon:

Pursuant to Alabama Acts 2022-1 and/or 2023-1, the Alabama Department of Environmental Management (ADEM) is pleased to offer you a grant in the amount of \$225,000.00 for the Dale County Commission ARPA Stormwater Project. The Dale County Commission proposes to replace the stormwater crossdrain and/or culvert.

Please keep in mind the following items and deadlines within the attached Agreement:

- The project funds must be obligated by December 31, 2024. Funds are obligated when a contract is in place to perform the work listed in the project scope. You must certify in writing to the Department the total of all project funds obligated for allowable costs as of December 31, 2024, and the amount of project funds that have not been obligated as of that date. Any unobligated amounts after December 31, 2024, shall be returned to ADEM.
- Any obligated project funds must be expended by December 31, 2026. Any funds not expended after that date, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement.
- Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the Dale County Commission and may be found in Attachment B of this agreement. No changes may be made to the scope of the project without written approval from ADEM.



**Birmingham Branch**  
110 Vulcan Road  
Birmingham, AL 35209-4702  
(205) 942-6168  
(205) 941-1603 (FAX)

**Decatur Branch**  
2715 Sandlin Road, S.W.  
Decatur, AL 35603-1333  
(256) 353-1713  
(256) 340-9359 (FAX)

**Mobile Branch**  
2204 Perimeter Road  
Mobile, AL 36615-1131  
(251) 450-3400  
(251) 479-2593 (FAX)

**Mobile-Coastal**  
3664 Dauphin Street, Suite B  
Mobile, AL 36608  
(251) 304-1176  
(251) 304-1189 (FAX)

The Department will approve disbursement for incurred eligible costs upon presentation of a valid request for payment with supporting invoices. Requests for disbursements are limited to no more than one per month. Upon receipt by ADEM of the signed agreement, a payment request form along with additional instructions will be sent to you to allow for request of reimbursement of funds.

Please sign the attached agreement at the indicated spots, make a copy for yourself and return the original document to ADEM at the following address:

Attention: Eric Reidy  
Permits and Services Division  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, Alabama 36130-1463

Please note that the agreement must include a live signature and be returned by mail. Copies or electronic signatures will not be accepted and may delay reimbursement of funds. If you have any questions, please do not hesitate to contact Mr. Eric Reidy at (334) 271-7805 or [eric.reidy@adem.alabama.gov](mailto:eric.reidy@adem.alabama.gov).

Sincerely,



Russell A. Kelly, P.E., Chief  
Permits and Services Division

Cc: Juliette Waid, ADEM  
Brian Espy, ADEM  
Eric Reidy, ADEM  
Matthew Murphy, Dale County Commission

**American Recovery Plan Act (ARPA)  
Drinking Water / Wastewater Project Agreement**

~~RECEIVED  
NOV 16 2023  
ADEM  
SRF SECTION~~

**Recipient:** Dale County Commission  
**AL Buys / STAARS Vendor Number:** VC000111494

**Responsible Person:** Steve Mckinnon, Chairman  
Dale County Commission

**Address:** 202 S. Hwy 123, Suita A  
Ozark, Alabama 36360

**Telephone:** 334-774-6025

**Contact Person:** Matthew Murphy, County Engineer  
Dale County Commission

**Address:** 202 S. Hwy 123, Suita A  
Ozark, Alabama 36360

**Telephone:** 334-774-6025

**Reimbursements should be made payable to:**  
Dale County Commission  
Attention: Matthew Murphy

**Reimbursements mailed to this address:**  
202 S. HWY 123 Suite C Ozark Alabama 36360

**Project Period:** September 1, 2023 to December 31, 2026  
**Amount Awarded:** \$ 225,000.00

original received  
↑

RECEIVED  
NOV 16 2023  
ADEM  
SRF SECTION

RECEIVED  
MAY 20 2024  
ADEM  
SRF SECTION

→ revised amount  
Per Russell (M)

The Alabama Department of Environmental Management ("ADEM") will administer the grant programs to support water and sewer infrastructure projects as outlined in Alabama Acts 2022-1 and/or 2023-1 and as described in this Agreement (the "Agreement"). The Project is described in more detail in Attachment A which is incorporated into this Agreement by reference. The parties acknowledge and agree that the Project Funds may be used in conjunction with other federal or state funding sources; if such is allowed by the Final Rule (Final Rule published in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338) and any other governing law or rules applicable to the use of Funds. ADEM will be the administrative agency responsible for the implementation and for the distribution of said Funds to be distributed to and for the benefit of all Alabama qualifying public water and sewer systems for the purpose of improving access to drinking water and sewer

RECEIVED

NOV 16 2023

ADEM  
PERMITS &  
SERVICES

**American Recovery Plan Act (ARPA)  
Drinking Water / Wastewater Project Agreement**

**Recipient:** Dale County Commission

**AL Buys / STAARS Vendor Number:** VC000111494

**Responsible Person:** Steve Mckinnon, Chairman  
Dale County Commission

**Address:** 202 S. Hwy 123, Suita A  
Ozark, Alabama 36360

**Telephone:** 334-774-6025

**Contact Person:** Matthew Murphy, County Engineer  
Dale County Commission

**Address:** 202 S. Hwy 123, Suita A  
Ozark, Alabama 36360

**Telephone:** 334-774-6025

**Reimbursements should be made payable to:**  
Dale County Commission  
Attention: Matthew Murphy

**Reimbursements mailed to this address:**  
202 So HWY 123 Suite C Ozark Alabama 36360

**Project Period:** September 1, 2023 to December 31, 2026  
**Amount Awarded:** \$ 150,000.00

*Original  
Amount.*

*Revised copy  
changed amounts*

The Alabama Department of Environmental Management ("ADEM") will administer the grant programs to support water and sewer infrastructure projects as outlined in Alabama Acts 2022-1 and/or 2023-1 and as described in this Agreement (the "Agreement"). The Project is described in more detail in Attachment A which is incorporated into this Agreement by reference. The parties acknowledge and agree that the Project Funds may be used in conjunction with other federal or state funding sources; if such is allowed by the Final Rule (Final Rule published in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338) and any other governing law or rules applicable to the use of Funds. ADEM will be the administrative agency responsible for the implementation and for the distribution of said Funds to be distributed to and for the benefit of all Alabama qualifying public water and sewer systems for the purpose of improving access to drinking water and sewer



infrastructure projects and the economic impact thereof. The Funds must be used in accordance with the American Recovery Plan Act (hereinafter defined), the Final Rule, Alabama Acts 2022-1 and/or 2023-1, any other governing laws, rules or regulations and all applicable policies and procedures for the purposes described in this Agreement. The Project Funds must be obligated by December 31, 2024 and expended by December 31, 2026. The Recipient shall certify in writing to ADEM the total of all Project Funds obligated for Allowable Costs (hereinafter defined) for qualifying projects as of December 31, 2024, and the amount of Project Funds that have not been so obligated and, further, the Recipient shall immediately return any such unobligated amount to ADEM. Any Project Funds not spent after December 31, 2026, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement and shall be returned by the Recipient to the U.S Department of Treasury or as otherwise required by Federal Law.

The Recipient needs to be aware that if this Project is not projected to meet the statutory deadlines, the unused funds will be redirected to critical need projects that meet the deadlines. By **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

A maximum of \$ 225,000.00 inclusive of all costs will be granted for this Project to the Dale County Commission (hereinafter referred to as the Recipient) by ADEM (hereinafter referred to as ADEM). Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the Recipient and may be found as Attachment B of this Agreement.

#### **DEFINITIONS:**

For the purpose of this agreement;

"**ADEM**" means Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of the Title 22 of the Code of Alabama, 1975.

"**Allowable Costs**" means such costs that are eligible to be paid with proceeds of this Grant, and such costs are defined in the ADEM regulations.

"**American Rescue Plan Act of 2021**" (ARPA) Public Law No. 117-2, 135 Stat. 4.

"**Disbursement**" means any payment out of Project Funds to or on behalf of the Recipient.

"**Grant**" is this signed agreement between the Alabama Department of Environmental Management and the Dale County Commission.

"**Grant Amount**" means the sum of two hundred twenty five thousand dollars (225,000.00).

"**Grant Application**" means, collectively, the application and supporting documents submitted by the Dale County Commission to ADEM on June 23, 2023.

"**Project**" means the Dale County Commission ARPA Stormwater Project as described below and more fully described in Attachment A hereto.

"**Project Fund**" means the fund established by ADEM into which the Grant Amount will be deposited and from which the ADEM will make Disbursements to or on behalf of the Recipient.

"**Project Funds**" means the amount deposited into the Project Fund for Disbursement to or on behalf of the Recipient.

"**Recipient**" means the Dale County Commission, a domestic non-profit corporation under the laws of the State of Alabama.

**GENERAL REQUIREMENTS**

The Recipient is responsible for completion of the activities in the Grant Application that was submitted by the Recipient, except as modified and superseded by this Agreement.

**SPECIAL REQUIREMENTS OF RECIPIENT**

The recipient is responsible for developing and implementing a fiscal sustainability plan (FSP) as required by the Federal Water Pollution Control Act (FWPCA) Section 603(d)(1)(E). The recipient must certify that an FSP has been developed and implemented to the standards required by ADEM prior to receiving disbursement of project funds.

**GENERAL PROJECT SUMMARY**

The Dale County Commission proposes to replace the stormwater crossdrain and/or culvert.

**BUDGET AND EXPENDITURES**

The approved Project budget and maximum reimbursable expenditures is further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by ADEM and Recipient. The approved budget is further categorized as follows:

**Itemized Budget**

<b>Item</b>	<b>Total price</b>
ARPA Stormwater Amount	\$ 225,000.00
Minimum Match Required	\$ 52,500.00
<b>TOTAL</b>	<b>\$ 225,000.00</b>

To receive reimbursement, the Recipient shall submit records, to include bid documents, receipts and invoices, to ADEM. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this Agreement without prior written approval may be determined to be ineligible for reimbursement in the sole discretion of ADEM. All requests for reimbursement must be made within forty-five (45) days from the end of the term of this Agreement. ADEM, at its sole discretion, may request additional justification or documentation relating to any request for reimbursement or other payment of Funds to the Recipient.

**REVENUE DISBURSEMENT**

ADEM shall make disbursements or authorize disbursements to be made to or on behalf of the Recipient only against incurred Allowable Costs (hereinafter defined) for the Project to the extent of the amount granted under this Agreement. The Recipient understands, acknowledges and agrees that in certain instances funds may be deemed unpayable upon certain events as described in this Agreement.

- (a) For the purposes of making requests for Disbursements and representing the Recipient in all administrative matters pertaining to administration of this Agreement, the Recipient shall designate a single officer or employee as the responsible person. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. A request to change the responsible person shall be designated in writing by the Recipient before it may request additional disbursements, and shall be subject to approval by ADEM.
- (b) Requests for Disbursements may be made only after the Recipient has incurred the costs for which the Disbursements is requested.
- (c) Request for Disbursements shall be made on the forms approved by ADEM unless ADEM otherwise directs, and shall be accompanied by such invoices and other proofs as ADEM may reasonably require.
- (d) Requests for Disbursements shall be as needed under the Recipient's program draw budget, but limited to no more than one per month.
- (e) Unused funds will be withdrawn if the following deadlines are not met; by **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

**ALLOWABLE COSTS**

Expenditures shall be limited to the costs permitted for use of ARPA funds per federal guidelines and ADEM state revolving fund program guidelines ("Allowable Costs"). The Recipient shall not be entitled to any Funds in excess of actual Allowable Costs for the Project.

**RETENTION OF DOCUMENTS**

ADEM personnel will monitor the implementation and timeline of activities covered under this Agreement. All documents related to this Agreement including bids, requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with ADEM associated with this Agreement must be kept updated and readily accessible to ADEM staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of invoices shall also be submitted to ADEM prior to reimbursement.

**FAILURE TO COMPLY**

ADEM may terminate the grant herein provided, in whole or in part, and demand refund of Project Funds when there is substantial non-compliance with the terms of the award or this Agreement, a determination is made by ADEM that the Grant was obtained by fraudulent means, ADEM has found that Project Funds have been used for costs other than Allowable Costs for the Project, or a determination is made by ADEM that gross abuse or corrupt practices have been used in the administration of the Project by the Recipient. ADEM shall give written notice to the Recipient (via certified mail, return receipt requested) of its intent to terminate any portion of the grant of Funds herein made, in whole or in part, at least 30 days prior to the intended date of termination. ADEM shall afford the Recipient an opportunity, within a timeframe determined by ADEM, for consultation with ADEM prior to the effective date of such termination. After such opportunity for consultation, ADEM may, in writing (via certified mail, return receipt requested) elect to terminate the grant of Project Funds hereunder in whole or in part, in which case the Recipient shall be obligated to return any such Project Funds previously paid to Recipient. Such action may also result in ADEM declaring the Recipient ineligible for further participation in the program until the Recipient complies with the terms of the Agreement.

**AMENDMENTS**

Any amendments or modifications to this Agreement must be submitted in writing by the listed responsible person and be approved by ADEM in writing before becoming effective. All amendments shall be signed by both parties and shall be as if incorporated herein.

**MISCELLANEOUS PROVISIONS**

- A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
- B. By signing this agreement, the parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for

- employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- D. In order to comply with federal requirements relating to the administration of grants and other federal assistance funds, Alabama Department of Finance (DOF) provides the following information to ADEM: this award is provided to ADEM through a grant to the State of Alabama in the amount of \$2,120,279,417 from the U.S. Treasury via Section 602 of the Social Security Act (42 U.S.C. 301 et seq.), known as the American Rescue Plan Act ("ARPA"), as created by Section 9901 of the ARPA, Pub. L. No. 117-2 (March 11, 2021) under Federal Award Identification Number SLFRP2635 Coronavirus State and Local Fiscal Recovery Fund (FRF) for the period March 3, 2021 to December 31, 2024, CFDA number 21.027. This award is provided in accordance with the requirements set forth in the ARPA and other applicable federal and state law and policy, and Recipient affirms that all information it has provided to DOF relating to this subaward is true and accurate. This award does not include research and development. The parties acknowledge and understand that each subrecipient of FRF funds will be evaluated in accordance with Code of Federal Regulations 200-331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award. Further, each recipient and subrecipient's activities will be monitored as necessary to ensure that the award is used for authorized purposes, in compliance with law, and that performance goals are achieved. Other monitoring tools may be implemented depending on the level of risk posed by the subrecipient.
- E. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that they are responsible for complying with all federal requirements applicable to this award, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements.
- F. The parties acknowledge and agree that any subrecipient, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title

VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

- G. No officer, member or employee of ADEM, no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
- H. The Recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ADEM.
- I. Any reports, information, data, etc., given to or prepared or assembled by the Recipient under this Agreement which ADEM requests to be kept as confidential shall not be made available to any individual or organization by the Recipient without the prior written approval of ADEM, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.
- J. No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.
- K. The Recipient agrees to abide by the State of Alabama requirements for audits and access of records. The Recipient agrees that the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of five (5) years from the date of submission of the final report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Recipient involving this Agreement. The Recipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Recipient involving transaction related to this Agreement upon written request from ADEM.
- L. The Recipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.
- M. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2635 awarded to the State of Alabama by the U.S. Department of the Treasury."

- O. The recipient must construct a project sign that meets the following requirements:
- (a) Sign is to be constructed of ½" MDO plywood or similar material, 4' x 8'.
  - (b) Paint with two (2) coats of enamel paint (or equivalent) prior to lettering.
  - (c) Background color white, lettering black.
  - (d) Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
  - (e) Sign shall be attached to 4" x 4" x 8' treated posts.
  - (f) Sign shall be placed in prominent location near the project area, easily readable from existing street or roadway.
  - (g) Sign shall be maintained in good condition until completion of project.
  - (h) Sign shall follow the format below and include the following information only:



STATE OF ALABAMA  
Honorable (Name), Governor



ALABAMA AMERICAN RECOVERY PLAN ACT (ARPA)  
DRINKING WATER / WASTEWATER PROJECT INFRASTRUCTURE

(NAME OF OWNER)  
**(NAME OF PROJECT)**

\$(amount) ARPA Funds  
\$(amount) State Revolving Fund Loan (if applicable)

(NAME OF CONTRACTOR) • CONTRACTOR  
(NAME OF ENGINEER) • CONSULTING ENGINEER

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
U.S. ENVIRONMENTAL PROTECTION AGENCY



Dale County Commission

By: Steve Mckinnon  
Steve Mckinnon  
Chairman

11-14-23  
Date Signed

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: Lance R. LeFleur  
Lance R. LeFleur  
Director

10.25.2023  
Date Signed

[Signature]  
As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 25 day of October, 2023.

Laura Cranage  
Exp 1.7.2026

**ATTACHMENT A: APPROVED PRELIMINARY ENGINEERING REPORT**



**Form 340: Clean Water State Revolving Fund Preapplication**

<b>Project Name</b>	Dale County Commission Culvert Project
<b>Assistance Amount Requested</b>	\$ 225,000.00
<b>Date Submitted</b>	5/29/2024



<b>Submit Complete Preapplication to:</b>	
<b>Preferred method By email:</b>	srf@adem.alabama.gov
<b>By overnight mail:</b>	1400 Coliseum Boulevard Montgomery, Alabama 36110-2400 (334) 271-7714
<b>By mail:</b>	SRF Section Alabama Department of Environmental Management Post Office Box 301463 Montgomery, Alabama 36130-1463

**Section 1: Contact Information**

**Loan Applicant**

<b>Applicant Name</b>	Dale County Commission		
<b>Authorized Representative</b> <small>(Signatory of Loan Agreement)</small>	Steve Mckinnon	<b>Title of Authorized Representative</b>	Commission Chairman
<b>Email Address</b>	dalecorb@ymail.com	<b>Telephone Number</b>	(334) 774-6025
<b>Contact Person</b> <small>(Daily SRF Communications)</small>	Matthew Murphy	<b>Title of Contact Person</b>	County Engineer
<b>Email Address</b>	dalecorb@ymail.com	<b>Telephone Number</b>	(334) 774-5875
<b>Mailing Address</b>	202 S. Hwy 123, Suite A	<b>City, Zip Code</b>	Ozark, AL 36360
<b>County</b>	Dale	<b>UEI Number</b>	Y179FDKWHG85
<b>Fax Number</b>	(334) 774-6899	<b>PWSID Number</b>	N/A
<b>AL House District(s)</b>	89, 93	<b>AL Senate District(s)</b>	29, 31
<b>NPDES Permit Number of Facility (if applicable)</b>	N/A	<b>Population of System</b>	49,326 (2020)
<b>Names and 12-digit HUC Codes of Watersheds Impacted</b>	Pea River, Little Judy Creek - 31402010302, Judy Creek - 31402010304, Deal Creek - 31402010204, Choctawhatchee River - 31402010602, Alexander Creek- 31402010504		

**Project Engineer:**

<b>Firm Name</b>	Dale County Engineer
<b>Address</b>	202 S. Hwy 123, Suite A
<b>City, State, Zip code</b>	Ozark, AL, 36360
<b>Engineer Name</b>	Matthew W. Murphy
<b>Telephone Number</b>	(334) 774-5875
<b>Email Address</b>	matthew.murphy@dalecountyal.gov
<b>Fax Number</b>	(334)774-6899

**Section 2: Project Information**

For the following questions, please attach additional pages if adequate space is not provided on this form;

**1. List all other funding sources to be utilized to complete this project.**

Other Funding Source(s)	Amount(s)	Commitment Date
County In-Kind Match	\$66,500.00	June 27, 2023
County Funds	\$21,200.33	June 27, 2023

**2. Provide demographic information about the affected community**

Community is defined as the township or county that best represents the system. Please identify what community is being used.

Median Household Income	\$50,052.00	Source/Date:	census.gov / 2021
Unemployment Rate	2.5%	Source/Date:	AL Dept of Labor / 3/23
Population Trend Over 10 Years (+%)	-2.85%	Source/Date:	census.gov / 2021
Community	Dale County, AL		

**Priority Ranking System**

The following factors are used to rank the proposed project, and will ultimately determine if it falls in the fundable portion of the priority list. The applicant must provide documentation where required in order to receive credit.

\*Any ranking criteria that cannot be verified through supporting documentation by the Department will be awarded zero points.

**A. Enforcement and Compliance Rating Criteria (Maximum: 50 points) \***

	Ranking Criteria	Point Value
1	Facility is under formal enforcement action by ADEM and is currently in significant non-compliance. The project will bring the facility into compliance. (A copy of the enforcement order must be attached)	50 <input type="checkbox"/>
2	Project is a voluntary effort to resolve violations and will mitigate the issuance of a formal enforcement action.	40 <input type="checkbox"/>
3	The facility is currently in compliance with permit limits, but will fall out of compliance without the proposed project.	25 <input type="checkbox"/>

**B. Water Quality Improvement Criteria (Maximum: 135 points) \***

Ranking Criteria		Point Value
1	Project will significantly address water quality standards in a water body that: a) Has an approved TMDL b) Is subject to a draft TMDL, dated 0-2 years from present c) Is subject to a draft TMDL, dated 3-5 years from present d) Is subject to a draft TMDL, dated 6-10 years from present	25 <input type="checkbox"/> 15 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/>
2	Project will implement TMDL(s) for: a) Pathogens (i.e., fecal coliform/E. coli) b) Mercury c) Nutrients (i.e., phosphorous, nitrogen) d) Organic Enrichment/Dissolved Oxygen e) Ammonia (toxicity) f) Siltation (sediment)	5 <input type="checkbox"/> 15 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 15 <input type="checkbox"/>
3	a) Project will benefit a Category 5 or Category 4 listed water body. a) Project takes place in an EPA-identified priority watershed and reduces/eliminates one or more sources of impairments (point and nonpoint source). b) Project will improve water quality in an Outstanding Alabama Water (OAW). c) Project will improve water quality in an Outstanding National Resource Water (ONRW).	5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
4	Project will upgrade or replace existing failing or inadequate decentralized wastewater treatment systems, or construct septage treatment facilities that are crucial to the proper operation of decentralized wastewater treatment systems.	10 <input type="checkbox"/>
5	Project will protect a public drinking water source from contamination that will negatively impact public health.	15 <input type="checkbox"/>
6	Project will implement a National Estuary Program Comprehensive Conservation Management Plan	10 <input type="checkbox"/>

**C. Water/Energy Efficiency Rating (Maximum: 65 points) \***

Ranking Criteria		Point Value
1	Project incorporates energy efficient design considerations with established objectives and targets for energy reduction opportunities, performed energy audits or developed energy conservation plans.	5 <input type="checkbox"/>
2	Project uses renewable energy to provide power to a POTW.	10 <input type="checkbox"/>
3	Project implements upgrades to pumps and treatment processes which result in: a) 20 percent or greater reduction in energy consumption at a POTW. b) Less than a 20 percent reduction in energy consumption at a POTW.	10 <input type="checkbox"/> 5 <input type="checkbox"/>
4	Infiltration/inflow correction projects that save energy from pumping and result in reduced treatment costs, and I/I projects in cases where excessive groundwater infiltration is contaminating the influent.	10 <input type="checkbox"/>
5	Projects that incorporate recycling and/or reuse of gray water or wastewater.	20 <input type="checkbox"/>
6	Production of treated effluent for groundwater recharge, industrial operations, or agricultural purposes.	5 <input type="checkbox"/>

**D. Stormwater Management Criteria (Maximum: 50 points)**

Ranking Criteria		Point Value
1	Project will implement stormwater harvesting and reuse.	10 <input type="checkbox"/>
2	Project incorporates wet weather management systems including: permeable pavement, bioretention, tree plantings, green roofs, rain gardens and other practices that can be designed to mimic natural hydrology and reduce effective imperviousness.	10 <input type="checkbox"/>
3	Project will create riparian buffers, floodplains, vegetated buffers and additional streambank restoration methods.	10 <input type="checkbox"/>
4	Project supports wetland protection or restoration, including constructed wetlands.	10 <input type="checkbox"/>
5	Downspout disconnection to remove stormwater from sanitary sewers and manage runoff onsite.	5 <input type="checkbox"/>
6	Project incorporates green streets for new development, redevelopment or retrofits.	5 <input type="checkbox"/>

**E. Agricultural and Nonpoint Source Pollution Criteria (Maximum: 35 points)**

Ranking Criteria		Point Value
1	Project addresses water quality impacts associated with farming operations by: a) Implementing water-saving irrigation systems in farms currently using inefficient watering systems. b) Implementing methods to reduce soil and stream bank erosion. c) Utilizing BMPs including no-till farming practices, rotational grazing, cropland conversion and winter cover crops. d) Utilizing alternative watering sources including effluent or grey water reuse.	5 <input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/>
2	Project addresses water quality impacts associated with animal feeding operations by: a) Developing a Nutrient Management Plan. b) Establishing heavy use protection areas. c) Implementing onsite waste management systems for manure and poultry litter; including recycling, spreading, and storage systems, and digester gas technologies. d) Utilizing dead bird composters and/or incinerators. e) Implementing BMPs (including exclusion fencing and stream crossings).	10 <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>

**F. Sustainability Criteria (90 possible bonus points) \***

Ranking Criteria		Point Value
1	Project incorporates one or more of the following planning methodologies: a) Comprehensive Land Use Plan (must designate areas where public infrastructure will and will not be supported) b) Asset Management Plan c) Watershed Management Plan d) Nutrient Management Plan e) Nutrient Trading f) Open Space Preservation g) Integrated Water Resource Plan that stresses water efficiency, reuse and conservation	5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
2	Project includes one or several of the following design considerations: a) Site fingerprinting for minimized landscape disturbance and sustainable landscape design. b) LEED certified or other ADEM-approved green building techniques for POTWs. c) Minimizes the environmental and water quality impact of construction through the use of clean fuel construction vehicles, construction waste reduction and other innovative methodologies. d) Project envelope is located in a previously developed area. e) Use of environmentally friendly post-consumer recycled or reclaimed materials.	5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
3	Project implements at least one of the following construction methods: <ul style="list-style-type: none"> <li>• Innovative erosion control practices;</li> <li>• Protection of onsite trees, vegetation, native habitats and urban forests; or</li> <li>• Replanting of disturbed areas with native plant species.</li> </ul>	5 <input type="checkbox"/>
4	Project will utilize one or more of the following water conservation strategies: a) Development of a water conservation program. b) Incorporates sustainable water pricing practices and rate structures. c) Completion of EPA's Water Quality Scorecard (see <a href="http://www.epa.gov/smartergrowth/water_scorecard.htm">http://www.epa.gov/smartergrowth/water_scorecard.htm</a> ).	5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/>

**G. Growth Criteria (50 possible bonus points)**

Ranking Criteria		Point Value
1	Project includes a significant growth component. (See PER instructions)	0 <input type="checkbox"/>
2	Project does not include a significant growth component. (See PER instructions)	50 <input type="checkbox"/>

**Sum the points from each category below.**

Part A: Enforcement and Compliance (50 points maximum)	0
Part B: Water Quality (135 points maximum)	0
Part C: Water/Energy Efficiency (65 points maximum)	0
Part D: Stormwater Management (50 points maximum)	0
Part E: Agricultural/Non-Point Source (35 points maximum)	0
Part F: Sustainability (90 bonus points maximum)	0
Part G: Growth (50 bonus points maximum)	0
<b>TOTAL POINTS CLAIMED:</b>	<b>0</b>

This form should be signed by the official who is authorized to execute contracts on behalf of the applicant jurisdiction.

**ONE SIGNED COPY (including attachments)** should be emailed to the address shown on Page 1 of this form.

Attachments to be included with this form:


1. **Preliminary Engineering Report (PER Outline PER Format Below (Preferred))**
2. **Copies of last three (3) years of audited financial statements (if available)**

Preliminary Engineering Report Outline:

1. **Description of Project**
  - a. Brief description and background of project
  - b. Purpose of project
  - c. Location of project
  - d. Project Scope
  - e. Average annual household water bill
  - f. Population and median household income
2. **Proposed Improvements**
  - a. System connections and connections that benefit from construction
  - b. System plan for water conservation
  - c. Proposed operation and management
  - d. Improvements to system
3. **Project Maps**
  - a. Include all affected water bodies
4. **Projected Outlay Schedule**
5. **Cost Breakdown**
  - a. Estimated cost outline for entire project
6. **Supporting Documentation\*** for priority points claimed, as required above. Any points claimed that cannot be readily substantiated from the information submitted will not be counted. The Department reserves the right to make the final determination of all points awarded.
7. **Growth Criteria:** If the project includes any of the following components, enter a point value of 0:
  - a. New (not a replacement) wastewater treatment plant (excluding decentralized systems).
  - b. Upgraded/expanded/replacement wastewater treatment plant where the purpose of the project is to increase the design flow or projects where the design flow of the facility incidentally increases by more than 20%.
  - c. Collection system improvements that increase design flow (excluding rehabilitation projects where the original design flow is restored).
  - d. New or expanded collection systems.
  - e. Any POTW project that serves future growth.

If none of the criteria above apply, the project will be awarded points as shown.

The undersigned representative of the applicant certifies that the information in the application and in the attached statements and exhibits is true, correct and complete to the best of the applicant's knowledge, information and belief.

Signature of Authorized Representative 	Print or Type Name Steve McKinnon
Title Chairman, Dale County Commission	Date 5/29/24

RESOLUTION

County of Dale  
State of Alabama



WHEREAS, the County Commission of Dale County, Alabama (the "Commission") is desirous of constructing or improving, by force account, by contract or both, stormwater management solutions on sections of roads included in the Dale County Road System and described as follows:

**CULVERT REPAIR AND REPLACEMENTS VARIOUS SITES**

WHEREAS, Ala. Acts, Act No. 2023-1, allocated a portion of the State's American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds to be provided as state-wide matching grants for investments in water and sewer projects eligible under 31 CFR 35.6.(e)(1)(i), (ii), (iii), and (v), to include stormwater projects; and

WHEREAS, the Alabama Department of Environmental Management ("ADEM") is charged with the administration of the award of these funds to counties and other eligible entities; and

WHEREAS, ADEM has announced the availability of these funds for matching grants of up to \$150,000.00 per Alabama county to implement eligible stormwater projects; and

WHEREAS, the County intends to apply to ADEM for matching grant funding in the amount of \$150,000.00 for the construction of the above-referenced stormwater project; and

WHEREAS, the County wishes to commit sufficient funds and/or other resources to satisfy the thirty-five percent required local match for this grant funding.

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

1. The Commission hereby authorizes the submission of the grant application described herein and agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project and the award of grant funds by ADEM for the project.
2. The Commission further allocates and authorizes the use of up to \$80,824.00 of its own funds and/or other resources to be used for the construction of the project.

**IN WITNESS WHEREOF**, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chair on the 27th day of June, 2023

  
Steve McKinnon  
Chair, Dale County Commission



**County Engineer**  
**Matthew W. Murphy, P.E.**



**Assistant County Engineer**  
**Andrew J. Faulk, P.E.**

## **DALE COUNTY ROAD AND BRIDGE**

May 29, 2024

SRF Section  
Alabama Department of Environmental Management  
P.O. Box 301463  
Montgomery, AL 36130-1463

RE: DCP 23-06-23  
Project Engineering Record REVISED  
Dale County

### Preliminary Engineering Report

#### **1) Description of Project**

This project consists of 12 different sites throughout Dale County, 11 sites contain corrugated metal pipe (CMP), or multiple lines of CMP. The existing pipe diameters range from 18" to 96". This project will involve replacing 50 feet of 96" pipe, 50 feet of 36" pipe, 160 feet of 24" pipe, and 50 feet of 18" pipe for sites 3-7 and site 10. One site involves erosion. Each pipe will be replaced with round aluminized metal pipe of the same size. Site 11 will involve replacing 50 feet of 54" pipe with a one size larger pipe (60") to accommodate larger flow rates and reduce flooding. In addition to the mentioned replacement of pipe, this project will also consist of lining 80 feet of 60" pipe (site 1) and 200 feet of 48" pipe (site 2). There will also be 120 feet of 60" pipe extensions installed at site 8, as well as driving sheet piles and grouting along a spillway at the inlet of a CMP culvert at site 9. Site 12 will involve slope stabilization and stormwater control at top of embankment to protect existing football field at Ariton High School and the nearby press box. The locations within this project involve tributaries that impact the following watersheds: Little Judy Creek, Judy Creek, Deal Creek, Alexander Creek, Choctawhatchee River, and Pea River. Areas where pipes are to be replaced will involve removal of the existing pipe, and re-establishing and stabilizing the cover over the pipe to adequately and safely support traffic. Riprap and filter fabric will also be placed along inlets and outlets, as directed by the engineer. This project will reduce maintenance costs for Dale County and protect its infrastructure and general public by eliminating

potential hazards. According to the 2021 Census, Dale County has a population of 49,326, with a median household income of \$50,052.00.

## **2) Proposed Improvements**

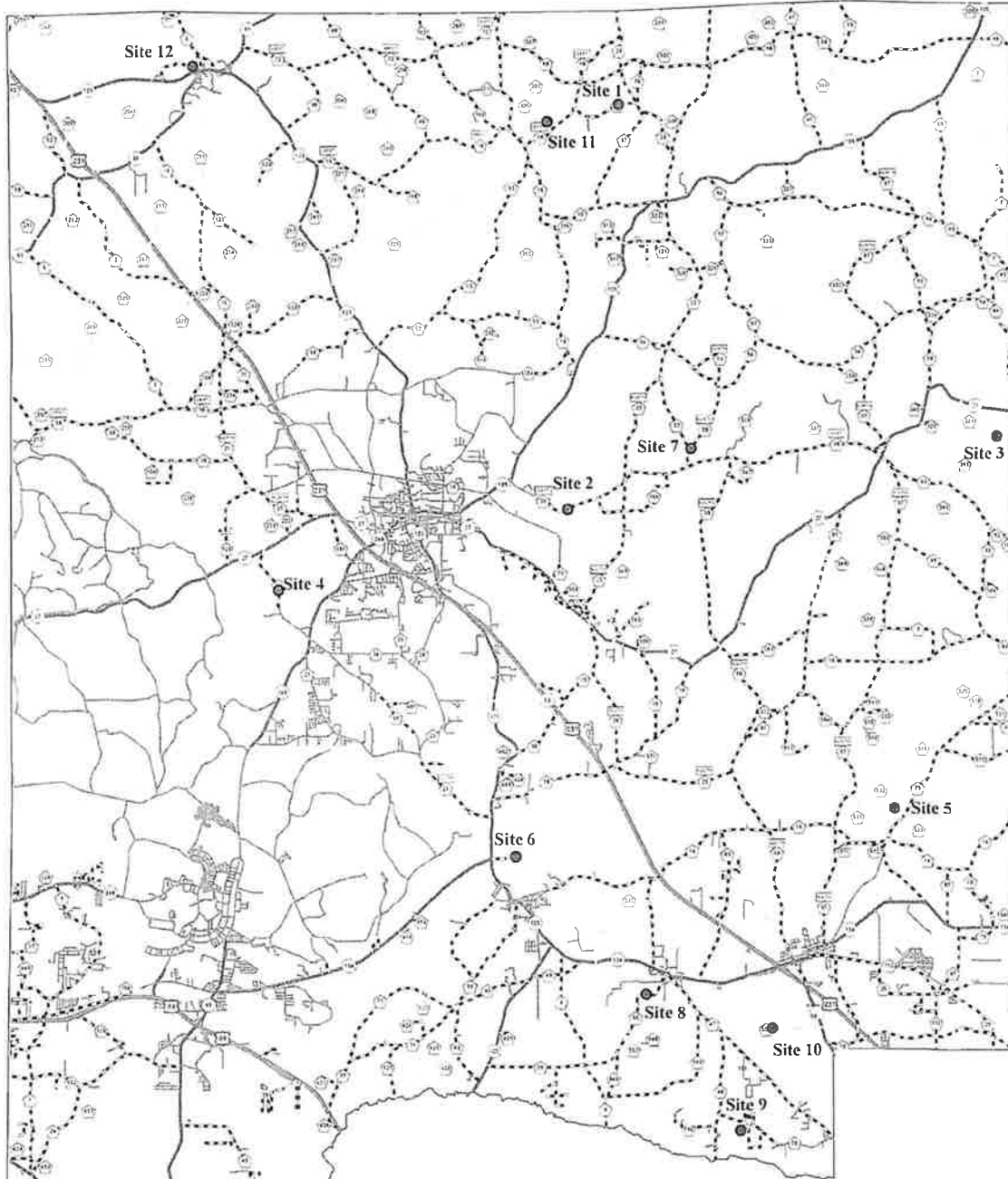
The current pipes at each of these locations within this project are in poor condition. The pipes selected for replacement, sites 3-7 and site 10, are beyond repair. The pipes in need of lining, sites 1 and 2, will soon be in the same condition if not addressed soon. Pipe extensions installed at site 8 will increase slope stability and prevent loss of material. The shoulders and slopes of the road at this location constantly erode and pose a threat to public safety. The inlet repair at site 9 will prevent undermining of the culvert and increase the life of the structure and roadway. Site 9 is located on a dead-end road; failure of this CMP culvert could leave residents stranded. Site 12 will prevent further erosion and embankment loss on the south side of Ariton High School football field. The results of the work performed during this project will reduce the amounts of erosion, which in turn will reduce the amounts of sediment discharged into local watersheds improving the surface water quality of the surrounding area. Stabilization of slopes along each site and improving inlet and outlet conditions of each site will also aid in efforts of improving water quality and save Dale County continued maintenance costs that the current structures require in their current condition. In addition to improvements of water quality and Maintenance cost, this project will also benefit residents by eliminating potential hazards by reducing the risks of roadway failures and road closures due to erosion.

## **3) Project Maps**

- a. See Attached

# Dale County 2023 ARPA Stormwater Projects

**Exhibit 1**



Site No.	LOCATION
1	CR-70
2	CR-36
3	CR-351
4	CR-34
5	CR-532
6	Waterford Rd.
7	CR-59
8	CR-55
9	Georgian Terrace
10	CR-554
11	CR-307
12	Ariton School



**ATTACHMENT B: PROJECT BUDGET**

**4) Projected Outlay Schedule**

Work can be performed starting after the notice to proceed utilizing a limited supply of County materials, labor, and equipment. Some portions of the project may be performed by contract as needed. The estimated length of the project is less than six (6) months depending on weather limitations.

**5) Cost Breakdown**

Site No.	Location	Labor & Equipment	Material Cost (Pipe, Filter Fabric, & Rip Rap)	Contract Cost
1	CR-70	\$0.00	\$0.00	\$18,700.00
2	CR-36	\$0.00	\$0.00	\$35,500.00
3	CR-351	\$15,000.00	\$22,850.00	\$0.00
4	CR-34	\$2,000.00	\$5,208.60	\$0.00
5	CR-532	\$1,500.00	\$3,390.50	\$0.00
6	Waterford Rd	\$3,000.00	\$5,490.88	\$0.00
7	CR-59	\$2,500.00	\$5,208.60	\$0.00
8	CR-55	\$25,000.00	\$29,326.60	\$0.00
9	Georgian Terrace	\$0.00	\$0.00	\$25,000.00
10	CR-554	\$2,500.00	\$4,472.40	\$0.00
11	CR-307	\$15,000.00	\$16,052.75	\$0.00
12	Ariton School	\$0.00	\$0.00	\$75,000
Total		\$66,500.00	\$92,000.33	\$154,200.00

Total \$312,700.33

**6) Supporting Documentation**

N/A

**7) Growth Criteria**

N/A



July 10, 2024

Mr. Willie Worsham  
Dale County Emergency Management Agency  
P.O. Box 817  
Ozark, AL 36467

Dear Mr. Worsham:

Attached you will find a Memorandum of Understanding (MOU) which identifies ways in which SARCOA may be of assistance to your community during a disaster or emergency event. The MOU purpose is to facilitate the protection of vulnerable older adults during an emergency event through the sharing of information, data, resources and/or personnel.

The MOU will also serve to bring awareness of our agency and our ability to assist you in serving this vulnerable population. Once you have reviewed this MOU, please sign and return to me, keeping a copy for your files.

We appreciate your continued collaboration with SARCOA. If you have any questions or need further information on how we can help, please contact Amanda Blackburn, Director of Community Resources, at [amanda.blackburn@sarcoa.org](mailto:amanda.blackburn@sarcoa.org) or 334-793-6843.

Sincerely,  
  
Kimberly Falkner,  
Executive Director

KF/adm

MEMORANDUM OF UNDERSTANDING (MOU)  
between  
SOUTHERN ALABAMA REGIONAL COUNCIL ON AGING (SARCOA)  
and  
Dale County Emergency Management Agency

**I. Mission**

As an Area Agency on Aging, SARCOA provides information, resources and services which promote independence for seniors, disabled individuals and caregivers.

**II. Purpose**

The purpose of this MOU is to facilitate the protection of vulnerable older adults during a disaster or emergency event through the sharing of information, data, resources and/or personnel. SARCOA is available to provide information and assistance to elderly and disabled individuals clients in need of assistance during an emergency.

**III. Term**

The term of this MOU is from this date forward. It shall be reviewed at least every three years to ensure that it is fulfilling its purpose and to make any necessary revisions. Either organization may terminate this MOU upon written notification of 10 days.

**IV. Authorization**

There will be no compensation for the above described activities.

**WHEREAS**, pursuant to the commitment between Dale County Emergency Management Agency and SARCOA, this Memorandum of Understanding is executed outlining the purpose and type of commitments and responsibilities that will be provided by Dale County Emergency Management Agency and SARCOA.

**IN WITNESS WHEREOF** the undersigned have executed this Memorandum of Understanding.

Dale County Emergency Management Agency

Signature Willie T. Worsham

Name Willie T. Worsham

Title Director Dale County EMA

Date 23 Jul 2024

Southern Alabama Regional Council on Aging

Signature Kimberly Falkner

Name Kimberly Falkner

Title Executive Director

Date 7/10/24

**EMS FUNDS      April - June, 2024 Tag Fee Distribution**

ARITON	\$	3,469.25
DALEVILLE	\$	14,458.55
ECHO	\$	22,272.58
LEVEL PLAINS	\$	1,500.00
MARLEY MILLS	\$	3,469.25
OZARK EMS	\$	22,133.81

\$67,303.44



**EMS Funding April - June, 2024**

**Exhibit 3**

% OF FUNDS TO BE DISTRIBUTED <small>(3% for Rev Commission already taken out)</small>	CARRY OVER FROM PREVIOUS QTR	FUNDS AVAILABLE	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RESPONSE/CALLS FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$ -	\$ 17,346.25	\$ 17,346.25	Ozark EMS	1345/1355	\$ 145,248.51	\$ 17,346.25	\$ -
				Daleville		\$ 25,000.00	\$ 14,458.55	
				Clayhatchee				
				Level Plains	contract w/ enterprise	\$ 1,500.00	\$ 1,500.00	
23%	\$ -	\$ 15,958.55	\$ 15,958.55			\$ 26,500.00	\$ 15,958.55	\$ -
				Ariton	70/75	\$ 4,560.90	\$ 3,469.25	
				Marley Mill *	47/48	\$ 8,297.93	\$ 3,469.25	
10%	\$ -	\$ 6,938.50	\$ 6,938.50			\$ 12,858.83	\$ 6,938.50	\$ -
				Skipperville				
				Echo	425/433	\$ 24,900.34	\$ 11,101.60	
				Choctawhatchee				
				Ewil				
16%	\$ -	\$ 11,101.60	\$ 11,101.60			\$ 24,900.34	\$ 11,101.60	\$ -
				Newton (30%) Contract with Ozark Jan 24		see ozark	\$ 4,787.56	
				Pinckard (30%) Contract with Echo Jan 24		see Echo	\$ 4,787.56	
				Midland City (30%) Contract with Echo Jan 24		see Echo	\$ 4,787.56	
				Grimes (5%) Contract with Echo Jan 24		see Echo	\$ 797.93	
				Napier Field (5%) Contract with Echo Jan 24		see Echo	\$ 797.93	
23%	\$ -	\$ 15,958.55	\$ 15,958.55			\$ 0.00	\$ 15,958.55	\$ -
			\$ 67,303.44			\$ 67,303.44	\$ 67,303.44	\$ -

Total to distribute this period \$ (0.00)

Total to distribute this period \$67,303.44  
 Total carryover \$ -  
 \$ 67,303.44

Total Funds for Current Quarter \$69,384.99  
 3% for Rev Comm \$2,081.55  
 Total qtr distribution \$ 67,303.44

Total EMS funding to distribute \$ 67,303.44  
 Total on Books 705-23600-000 \$ 67,303.44  
 difference 0.00

Total to Pay Out: \$ 67,303.44  
 Total Ending Balance: \$ -



Ozark-Dale County Economic Development Corporation

3247 S. US Highway 231 • Ozark, AL 36360 • 334-443-2000 • www.odedc.com

July 11, 2024

Dear Chairman McKinnon,

I am writing in request of the Dale County Commission to consider an increase in Dale County lodging tax for the use of operations for the Ozark-Dale County Economic Development.

OEDDC is grateful to have the current 2% county lodging tax that is available for use in economic development projects. However, without the ability to consistently support our budget, we will have limitations to recruiting these beneficial projects that require needs and incentives. OEDDC is currently funded by the City of Ozark, the Dale County Commission, the City of Daleville, and private investors. Our fear is that with the current state of our economy, the commitment of the private investors may become less reliable. Additionally, with universally increased costs of services and goods, OEDDC's operating costs have increased as well. Other than fluctuations in income from private investors, OEDDC has not had an increase to the budget from government entities since its formation in 2010, while government agencies are able to see increases through property and sales tax revenue. Over the past few years, we have had numerous economic development consultants advise us to find a more reliable funding stream through a new tax. As we know, lodging tax is the best source for this as it does not affect the constituents of the community. This is a way to reap the benefits of having visitors to our area by bringing in their "new" money, not just money that is cycled through the local community.

What we would like to see is a county lodging tax increase from 2% to 4%. The initial 2% will remain as is for economic development projects for which a formal request and commission approval is required. The newly added 2% would go straight to OEDDC for general operations. The stronger and steadier the OEDDC budget is, the more work we can do for our county and cities which will bring in more revenue for the communities and citizens, enhancing quality of life for all. We are currently working diligently on new hotel recruitment for both Ozark and Daleville, which, if successful, will result in higher yields from the lodging tax. The addition of such hotels will allow for more local events such as concerts and ball tournaments which will bring in more visitors to shop and dine locally, in turn increasing sales tax revenue.

One point to note is that the City of Dothan is currently at a lodging tax rate of 13% (9% city, 4% state) with an upcoming vote in Houston County for a 1% lodging tax that will bring Dothan's total to 14%. Enterprise is already at 14% (6% city, 4% county, 4%

state). The City of Ozark is currently sitting at 11% (5% city, 4% state, 2% county). An increase of 2% will still keep Ozark at or below the rate of its neighboring cities. In order to take full advantage of tourism dollars, it makes sense to keep our lodging tax in line with competing hotels.

We greatly appreciate your consideration of this request as ODEDC works to grow Dale County and its economy to our greatest ability.

Thank you,



Holle Smith

President

Ozark-Dale County EDC



Derek Dickens

Board Chairman

Ozark-Dale County EDC