



Dale County Commission

Commission Meeting Minutes – June 11, 2024

The Dale County Commission convened in a regular session Tuesday, June 11, 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. Also, the agenda with the following addition 1) Safety Coordinator Resolution 2) ARPA Expenditure Wiregrass Aviation Googles.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 99421 – 99560.
- Payroll Check Numbers: 154967 – 154967.
- Direct Deposit Check Numbers: 428873 - 429017.

Minutes: Commission Meeting of May 28, 2024.

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

APPROVED – PERSONNEL TRAVEL

Commissioner Grantham made a motion to approve the following:

- Jeffery Prater & Mitchell Barnhill – Jail – 07/10/24 – 07/11/24 – CRS Jail Training.

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

APPROVED – JOB DESCRIPTIONS & JOB POSTING

Commissioner Wilson made a motion to approve three job descriptions and post the job for Custodian Supervisor. See Exhibit 1.

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

APPROVED – ALDOT DIGITAL INFORMATION AGREEMENT

Commissioner Grantham made a motion to approve an ALDOT Digital Information Cooperative Agreement for the Reappraisal department. See Exhibit 2.

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

APPROVED – 2023 INSOLVENTS, ERRORS, LITIGATIONS & UNSOLD TAX LIENS

Commissioner Grantham made a motion to approve the 2023 Insolvents, Errors, Litigations, and Unsold Tax Liens as presented by the Revenue Commissioner. See Exhibit 3.

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

APPROVED – SAFETY COORDINATOR RESOLUTION

Commissioner Enfinger made a motion to approve a Safety Coordinator Resolution adding Linda Miller as Assistant Safety Coordinator. See Exhibit 4.

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

APPROVED – ARPA EXPENDITURE – WIREGRASS AVIATION

Commissioner Wilson made a motion to approve a resolution for an ARPA Expenditure for aviation googles for Wiregrass Aviation LLC. See Exhibit 5.

Commissioner Grantham 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, June 25, 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

Requesting New Position: Custodian Supervisor

Grade VIII

Salary Range \$13.49 - \$19.28

Replacing Commission Clerk with:

Commission Clerk I Grade X Salary Range \$14.87 - \$21.26

Commission Clerk II Grade XI Salary Range \$15.62 - \$22.32

Custodian Supervisor

Supervisory Responsibilities

Manage custodians including training, scheduling, and supervising.

Physical Demands

Standing

66% or More

Walking

66% or More

Sitting

Up to 33%

Stooping, Kneeling, Crouching,

66% or More

Climbing or Balancing

66% or More

Use Hands to Finger, Handle,

66% or More

Reaching with Hands and Arms

66 % or More

Talking or Hearing

Up to 33%

Lifting

Up to 10lbs

66% or More

Up to 25lbs

66% or More

Up to 50lbs

Up to 33%

Up to 100lbs

Up to 33%

More than

Up to 33%

Vision

Close Vision

Distance Vision

Depth Perception

Ability to Adjust

Color Vision

Peripheral Vision

No Special Vision Requirements

Specific physical duties

Must see well enough to perform required tasks and to visually assess cleanliness.

Noise Noise

Very Quiet

Quiet

Moderate

Loud Noise

Very Loud

Specific Noise Duties

Exposure to an indoor office environment.

Comments

Must follow safety procedures. Must be willing to work overtime and non-standard hours as required. Must be willing to wear appropriate attire.

Custodian Supervisor

Job Specifications

Education

Work Experience

Prior custodial experience.

Licenses

As required.

Preferences

Must have the ability to perform repetitive duties with little instruction.

Date Revised 05/28/2024

Commission Clerk I

Department
County Commission

Location
Dale County Commission

Reports To
County Administrator

Job Summary

Commission clerk is responsible for providing assistance to the County Administrator in the areas of accounts receivable and other related areas as assigned by the County Administrator.

Duties and Responsibilities

- Receive and process assigned revenues, checks submitted to bank by remote deposit, and revenues entered into the general ledger manually. Monitor bank each day for positive pay exceptions.
- Provide other assistance such as general clerical duties (scanning, filing, etc.);, purge hard copy files at year end for storage.
- Processes all county owned vehicle documentation to include applying for titles and tags and monitoring renewal dates.
- Record, delete and/or transfer fixed assets based on information provided by departments.
- Coordinate an annual audit of fixed assets by providing asset listings to each department and requesting confirmation or adjustments of the same.
- Other duties as required.

Knowledge, Skills, and Abilities

- Proficient in the knowledge of office practices, procedures, computers and office equipment.
- Proficient in the use of Microsoft Excel, Outlook, and Word.
- Ability to establish and maintain an effective and interactive working relationship with fellow employees, department heads, elected officials and general public in a polite, professional and proficient manner both in person and through the use of proper phone etiquette.

Minimum Qualifications

A High School diploma or G.E.D.,

Commission Clerk I

Supervisory Responsibilities: none

Physical Demands

Standing

Up to 33%

Walking

Up to 33%

Sitting

33 - 66%

Stooping, Kneeling, Crouching,

Up to 33%

Climbing or Balancing

Up to 33%

Talking or Hearing

33 - 66%

Use Hands to Finger, Handle,

More than 66%

Reaching with Hands and Arms

33 - 66%

Lifting Up to 10lbs

Up to 33%

Noise : Quiet Moderate

Specific Noise Duties

Exposure to a standard office environment.

Comments

Must be willing to travel occasionally for education and willing to wear appropriate attire.

Commission Clerk II

Department
County Commission

Location
Dale County Commission

Reports To
County Administrator

Job Summary

Commission clerk is responsible for providing assistance to the County Administrator in the areas of purchasing, accounts receivable, ledger transactions, financial data, report preparation and reconciliations, and other purchasing and accounting related areas as assigned by the County Administrator. Commission Clerk is expected to be fully cross trained in all accounts payable and payroll duties in the Commission office.

Duties and Responsibilities

- Receive and process assigned revenues, checks submitted to bank by remote deposit, and revenues entered into the general ledger manually. Monitor bank each day for positive pay exceptions.
- Reconcile and /or prepare assigned month end reports.
- Provide information to the State Examiners upon request.
- Duties to support sanitation collection and elections as assigned.
- Provide other assistance such as general clerical duties (scanning, filing, etc.);, purge hard copy files at year end for storage.
- Processes all county owned vehicle documentation to include applying for titles and tags and monitoring renewal dates.
- Record, delete and/or transfer fixed assets based on information provided by departments.
- Coordinate an annual audit of fixed assets by providing asset listings to each department and requesting confirmation or adjustments of the same.
- Ability to acquire a working knowledge of the State Bid Law and State Public Works laws.
- Other duties as required.

Knowledge, Skills, and Abilities

- Proficient in the knowledge of office practices, procedures, computers and office equipment.
- Proficient in the use of Microsoft Excel, Outlook, Word and Power Point.
- Ability to comprehend and apply general book keeping and accounting procedures as assigned.
- Ability to acquire a working knowledge of the State Bid Law, State Public Works Law and other County, State and Federal laws and guidelines that apply to purchasing.
- Proficient in written and verbal communication skills.
- Ability to establish and maintain an effective and interactive working relationship with fellow employees, department heads, elected officials and general public in a polite, professional and proficient manner both in person and through the use of proper phone etiquette.
- Must be able to comply with all aspects of the Alabama Statement of Economic Interest Guidelines.

Minimum Qualifications

A High School diploma or G.E.D.. Preferably supplemented by college coursework and experience involving bookkeeping, handling of money/banking, and payroll preferred.

Commission Clerk II

Supervisory Responsibilities: none

Physical Demands

Standing

Up to 33%

Walking

Up to 33%

Sitting

33 - 66%

Stooping, Kneeling, Crouching,

Up to 33%

Climbing or Balancing

Up to 33%

Talking or Hearing

33 - 66%

Use Hands to Finger, Handle,

More than 66%

Reaching with Hands and Arms

33 - 66%

Lifting Up to 10lbs

Up to 33%

Noise : Quiet Moderate

Specific Noise Duties

Exposure to a standard office environment.

Comments

Must be willing to travel occasionally for education and willing to wear appropriate attire.



ALABAMA DEPARTMENT OF TRANSPORTATION

Design Bureau, Preliminary Engineering Location Section
1409 Coliseum Boulevard, Montgomery, Alabama 36110
Phone: 334-242-6798 FAX: 334-269-4689



Kay Ivey
Governor

May 29, 2024

John R. Cooper
Transportation Director

Dale County Courthouse
Revenue Commission
100 East Court Square
Ozark, AL 36360

Attention: Eleanor Outlaw

RE: Mapping Agreement

Ms. Outlaw,

Attached please find a copy of our Digital Information Cooperative Agreement. The total grant amount for this agreement is \$15,000. The Alabama Department of Transportation (ALDOT) will provide \$12,000.00 (80%) of these funds with the remaining \$3,000 (20% match) coming from the funds the county is utilizing for this project.

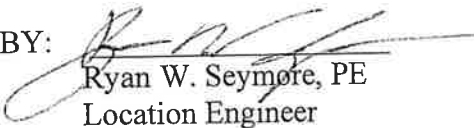
Please review these documents thoroughly. If Dale County is in acceptance of these terms, please complete, notarize, and return the Agreement, the Resolution, and the Estimate of Expenditures to this office, Attn: Katrina M. Faison.

If you have any questions or need any further clarification, please feel free to contact Katrina M. Faison at (334) 242-6571 or John Russell at (334) 242-6405.

Sincerely,

Stanley C. Biddick, PE
State Design Engineer

BY:


Ryan W. Seymore, PE
Location Engineer

SCB/RWS/kmf
Attachment
C: File

ALABAMA DEPARTMENT OF TRANSPORTATION

County Commission _____ of _____ Date _____
Governing Board _____ County _____

ESTIMATE OF WORK PERFORMED AND EXPENDITURES

Location: Ozark Project Number: SPR-0001 (067)
For Period as Listed From: 1/15/2024 to 1/31/2024 Estimate No.: 1F
Invoice Date: _____ Invoice No.: 100077579HP-01F

Description of Work	Unit	Unit Price	This Month		To Date	
			Quantity	Amount	Quantity	Amount
Acquisition of:				\$15,000		\$15,000
Digital Ortho-Photography and						
Updated Mapping of County						
Total Construction Cost				\$15,000		\$15,000
Less % Retainage						
Sub Total						
Plus Eng. & Insp.	Previous	Current	To Date			
Preliminary Engineering						
Construction Engineering						
Total Eng. & Insp.						
Total Construction & Engineering Cost				\$15,000		\$15,000
Less Previous Payment(s)						\$3,000
Less Deduction(s)						
Net Amount of Current Participation						
Amount Claimed (80 % Current Cost)				\$12,000		

I certify this estimate to be correct, due and unpaid.

We hereby accept this estimate as being correct, due and unpaid.



Authorized City or County Official


Approved: _____
Region Engineer or Area Operations Engineer

STATE OF ALABAMA County of _____
Sworn and Subscribed to before me this _____ day of _____

11 day of June

Final Estimate Only

Approved: _____
Chief, Bureau of Local Transportation

June 24

Notary Public

DIGITAL INFORMATION COOPERATIVE AGREEMENT

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the ___ day of ___, 2024 by and between the Dale County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

RECITALS

WHEREAS, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Dale County;

WHEREAS, the COUNTY has entered into a contract to acquire new digital ortho-photography and updated mapping for the entire County.

WHEREAS, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

WHEREAS, it has been determined that each of the agencies maintain some information that is similar and overlapping;

WHEREAS, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

NOW THEREFORE, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

Section 1. Contributions and Responsibilities

1.01 Definitions. As used herein the following terms shall have the meaning ascribed to them:

- (a) "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
- (b) "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2024 computerized mapping project.

1.02 The County has entered into a contract with EagleView to acquire digital ortho-photography and updated mapping for the County. The aerial photography and resulting data will be collected in accordance with the Alabama Department of Revenue's Property Tax

Division “Specifications” Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY. The terms of the grant are as follows:

- (a) This agreement is for a federal grant in the amount of **\$15,000** to be applied toward the completion of the 2024 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor.
- (b) This grant requires a 20% cost share to be paid by the COUNTY. ALDOT will be responsible for providing 80% (**\$12,000**) and the county will provide the remaining 20% (**\$3,000**) cost share toward the grant. The COUNTY will be responsible for funding the balance of the project cost.
- (c) The COUNTY shall provide the ALDOT a copy of the 2024 photography contract.
- (d) The COUNTY shall provide the ALDOT a copy of the “Data Set” and all deliverables generated from the County’s 2024 photography contract.
- (e) **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 – Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2024. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 15, 2024, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. If the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

Section 2. Term and Termination

2.01 Term. The term of this Agreement shall commence on the date of execution by the Governor of Alabama and shall continue for one year.

2.02 Termination. Either party may terminate this Agreement by giving a thirty (30) day written notice. Either party may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.

Section 3. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 4. Force Majeure. No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 5. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 6. No Third Parties Benefited. This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 7. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 9. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

Section 10. By signing this contract, the contracting 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.

Section 11. By signing this Contract, the contracting parties affirm, for the duration of this agreement to remain in compliance with Act 2016-312. The Parties hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Section 12. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials agents, servants, and employees.

Section 13. For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

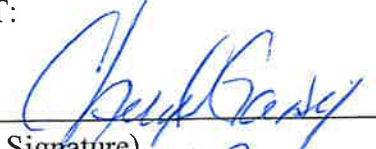
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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.


SEAL:

ATTEST:

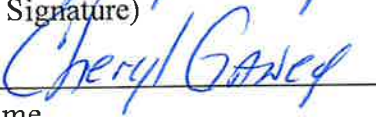
DALE COUNTY, ALABAMA




(Notary Signature)



County Commission, Chairman



Type Name



Type Name (County Commission Chairman)

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

Chief Counsel, William F. Patty
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

State Design Engineer, Stanley C. Biddick, PE
Alabama Department of Transportation

Chief Engineer, Edward N. Austin, PE
Alabama Department of Transportation

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION**

Transportation Director, John R. Cooper

The foregoing agreement is hereby approved by the Governor of the State of Alabama, this ___ day of _____, 2024.

Governor of Alabama, Kay Ivey

RESOLUTION NUMBER 2024-06-11-01

BE IT RESOLVED, by the County Commission of Dale County, Alabama that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

A Digital Information Cooperative Agreement regarding the acquisition and establishment of the 2024 computerized mapping project, which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 11 day of JUNE 2024.

ATTESTED:

Cheryl Gandy County Clerk Steve McTigue Chairman, County Commission

I, the undersigned qualified and acting clerk of Dale County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 11 day of JUNE 2024, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 11 day of JUNE 2024.

Cheryl Gandy
County Clerk

SEAL

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard For- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**INSOLVENTS, ERRORS, LITIGATIONS AND UNSOLD TAX LIENS FOR 20 23 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

 DALE **County**

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this **11TH** day of **JUNE** , 20 24 ,
 ELEANOR OUTLAW , Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment", "Taxes in Litigation", and "Unsold Tax Liens" on taxes for the current year 20 23 , as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes -- General	-----	\$	<u>0.85</u>
-- Soldier	-----	\$	<u>0.34</u>
-- School	-----	\$	<u>1.02</u>
Errors in Assessments: State Taxes -- General	-----	\$	<u>11,294.80</u>
-- Soldier	-----	\$	<u>4,517.92</u>
-- School	-----	\$	<u>13,740.12</u>
Taxes in Litigation: State Taxes -- General	-----	\$	<u>34.15</u>
-- Soldier	-----	\$	<u>13.66</u>
-- School	-----	\$	<u>40.98</u>
Unsold Tax Liens: State Taxes -- General	-----	\$	<u>42.35</u>
-- Soldier	-----	\$	<u>16.94</u>
-- School	-----	\$	<u>50.82</u>

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 20 22 , as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes -- General	-----	\$	<u>31.45</u>
-- Soldier	-----	\$	<u>12.58</u>
-- School	-----	\$	<u>37.74</u>

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
<u>2022</u>	\$ <u>8.55</u>	\$ <u>3.42</u>	\$ <u>10.26</u>
<u>2021</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
<u>2020</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
<u>2019</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>

Given under my hand this **11TH** day of **JUNE** , 20 24


Presiding Officer

SAFETY COORDINATOR RESOLUTION

WHEREAS, Dale County Commission Fund Member has agreed to establish the position of Assistant Safety Coordinator to oversee a safety program that will assist with the loss prevention efforts of the county; and

WHEREAS the Assistant Safety Coordinator will be responsible for insuring compliance with certain safety rules and regulations that protect the well-being of county employees and the general public; and

WHEREAS, the Assistant Safety Coordinator will be responsible for actions outlined in the *SIDP Guide*, which includes:

- Establishing a Countywide Safety Committee made up of at least one representative from each Safety-Sensitive Department, i.e., Sheriff's Office, Jail/Corrections, Road & Bridge Dept, Transportation, EMA, etc.
- Coordinating and presiding over at least two Countywide Safety Committee meetings annually, maintaining agendas and sign-in sheets for those meetings, and reporting to the Commission.
- Assisting the County with determining its Safety-Sensitive Departments, implementing safety rules, and the need for each Safety-Sensitive Department to hold quarterly or at least four Departmental Safety meetings per year.
- Coordinating participation of Public Officials, Administrative Staff, Departmental Supervisors, Sheriff's Office Deputies, Correctional Officers/Jail Staff, and Road & Bridge Safety Directors in SIDP-required training.
- Attending and completing (along with Deputy or Co-SC, if named) one annual Safety Coordinator Training.
- Assisting each Safety-Sensitive Department with the attendance and completion of their respective Training.
- Working with each Safety-Sensitive Department's Safety Representative with periodic safety self-inspections of all vehicles, buildings, grounds, equipment and machinery, and work practices/conditions to determine potential injury exposures and safety-related hazards.
- Assisting each Safety-Sensitive Department's Safety Representative with the reviewing and investigating of all employee accidents for causes and making recommendations for improvements and corrections.
- Working with the Funds' Risk Management Consultants and following up with their recommendations.
- Assisting the County and Departments with documenting and maintaining inspection records and implementing any follow-up actions; and

WHEREAS, the Safety Coordinator will be responsible for insuring all SIDP qualifications have been met that will enable the County Fund Member to receive a substantial incentive discount on their insurance costs.

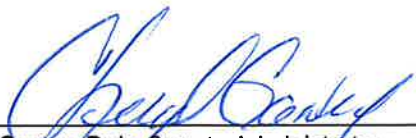
NOW WHEREFORE, BE IT RESOLVED that the position of Assistant Safety Coordinator, for Dale County Commission, has been established and Linda Miller has been appointed the Assistant County Safety Coordinator.

RESOLVED this 11th day of June, 2024.



Steve McKinnon, Chairman, Dale County Commission

ATTEST:



Cheryl Garney, Dale County Administrator

RESOLUTION FOR CONDITIONAL ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES AND DELEGATION OF AUTHORITY TO EXECUTE EQUIPMENT AGREEMENT FOR EXPENDITURE OF FUNDS

WHEREAS, Dale County, Alabama ("the County") has received American Rescue Plan Act state and local 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 elected 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 County may expend designated Revenue Replacement funds for government services, including search and rescue efforts; and

WHEREAS, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11, 2021, 135 Stat 4, the County may transfer ARPA funds to eligible entities to carry out eligible ARPA funded projects; and

WHEREAS, consistent with Code of Alabama (1975) § 9-3-18, the County may provide equipment to organized search, air, and rescue squads in support of the services provided to support the health, safety, and welfare of the public; and

WHEREAS, the Dale County Commission ("Commission") has determined that providing equipment, specifically three pairs of aviation goggles to Wiregrass Aviation, LLC, an organized search, air, and rescue squad, by and through a funding agreement is a necessary, eligible, and reasonable use of these funds.

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

- 1) The County hereby designates up to \$37,600 of ARPA funds, designated as Revenue Replacement funds, to facilitate the provision of the government services described herein.
- 2) This allocation is conditioned upon the successful negotiation of a funding agreement between the County and Wiregrass Aviation, LLC, and in compliance with all applicable state and federal laws, as well as the terms and conditions of the County's ARPA award.
- 3) The Commission hereby directs the County Administrator to negotiate the terms and conditions of a funding agreement with the Wiregrass Aviation, LLC, consistent with this Resolution.
- 4) The Chairman of the Commission is hereby delegated the authority to enter into the funding agreement if the agreement is consistent with this Resolution and if, in his discretion, the terms and conditions are in the best interest of the County.

5) Upon execution of the funding agreement, the County Administrator is hereby authorized to expend ARPA funds for costs of the project in accordance with this Resolution and this funding agreement.

6) 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.

7) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the project that are not obligated on or before December 31, 2024, and expended on or before 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 11th day of June 2024.



Steve McKinnon
Chairman, Dale County Commission