



Dale County Commission

Commission Meeting Minutes – June 25, 2024

The Dale County Commission convened in a regular session Tuesday, June 25, 2024. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; and District Four Commissioner Frankie Wilson. Absent: District Three Commissioner Adam Enfinger

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 addition of 1) State Examiners Audit Agreement and 2) Personnel Rules – 10 day review.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 99561 – 99640.
- Payroll Check Numbers: 154967 – 154969.
- Direct Deposit Check Numbers: 429018 – 429164.

Minutes: Commission Meeting of June 11, 2024.

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

APPROVED – PERSONNEL

Commissioner Wilson made a motion to approve the following:

- Robin C. Mitchell – Commission – Commission Clerk – New Hire.
- Mae McCray – Maintenance – Custodian Supervisor – Promotion.
- Garry Strickland – Road & Bridge – Equipment Operator II – Promotion.

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

APPROVED – PERSONNEL TRAVEL

Commissioner Grantham made a motion to approve the following:

- Eleanor Outlaw, Brittany Hudson, Mark Ashcroft, Sheila Waller – Revenue/Reappraisal– AAAO Annual Meeting – July 28-August 2, 2024.
- Nathan Ivey – Reappraisal – Real Property Appraisal Class – September 15-20, 2024.

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

APPROVED – CAPITAL ASSETS

Commissioner Wilson made a motion to approve the following asset to be transferred from Solid Waste dept to the Sheriff's office.

- Asset #4091 – 2008 Chev Uplander Van #1GNDV23W68D1833107.

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

APPROVED – CDBG ED GRANT

Commissioner Carroll made a motion to approve two resolutions regarding a CDBG ED Grant. See Exhibit 1.

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

APPROVED – STANDBY GENERATOR MAINTENANCE

Commissioner Wilson made a motion to approve a standby generator maintenance agreement. See Exhibit 2.

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

TABLED – ARPA – BROADBAND GRANT

Commissioner Carroll made a motion to approve to table a Broadband Expansion Grant Applications Resolution.

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

APPROVED – STATE EXAMINERS AUDIT AGREEMENT

Commissioner Wilson made a motion to approve a FY 23 ACEE State Examiners Audit Agreement. See Exhibit 3.

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

APPROVED – PERSONNEL RULE – 10 DAY REVIEW

Commissioner Carroll made a motion to approve a 10-day review of personnel changes regarding Annual and Sick leave. See Exhibit 4.

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

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, July 9, 2024, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Carroll 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

RESOLUTION No. 2024-06-25-01

WHEREAS, the Dale County Commission intends to apply to the Alabama Department of Economic and Community Affairs for a FY 2024 Economic Development Fund Community Development Block Grant for assistance under the provisions as set forth in Title I of the Housing and Community Development Act of 1974, for road improvements to serve Averitt Express, Inc.; and,

WHEREAS, the estimated cost of the proposed project is **\$216,000** and the Dale County Commission is aware that there is a local cash matching share required.

BE IT HEREBY RESOLVED, by the Dale County Commission to proceed with the solicitation of FY 2024 ED Community Development Block Grant assistance for **\$180,000**.

BE IT FURTHER RESOLVED, that the Dale County Commission will commit to provide local cash match of **\$36,000** towards the project cost in conjunction with the County's application requesting FY 2024 Community Development Block Grant ED Fund assistance.

ADOPTED THIS THE 25th DAY OF June, 2024.



Steve McKinnon, Chairman

SEAL



Cheryl Ganey, County Administrator

RESOLUTION NUMBER: 2024-06-25-02

WHEREAS, Dale County Commission, is hereby making known its intention to apply to the State of Alabama for a FY 2024 CDBG ED Fund Grant under the provisions set forth in Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, the request for Community Development Block Grant assistance adheres to the guidelines as set forth in the State of Alabama's Community Development Block Grant Final Statement, as well as, the provisions set forth in Title I of the Housing and Community Development Act of 1974, as revised; and,

WHEREAS, this legislative body of Dale County Commission recognizes Steve McKinnon, Chairman, as the appropriate County official authorized to act on behalf of the County in such dealings; and

WHEREAS, this body acknowledges that the Chairman's signature shall be binding upon Dale County Commission in such matters; and,

BE IT HEREBY RESOLVED by Dale County Commission that the County understands that said funds are to be utilized to compliment the FY 2024 CDBG ED funds being requested for road improvements to benefit Averitt Express, Inc.

This resolution is hereby passed and approved by Dale County Commission in official session on this the 25th day of June, 2024.



Steve McKinnon, Chairman

(SEAL)



Cheryl Ganey, County Administrator



Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 922-4444

STANDBY GENERATOR INDUSTRIAL MAINTENANCE SERVICE AGREEMENT

11/6/2023 revised 6/13/2024

Service Info:

Mr. Cajun Evans
Dale County Commission
Multiple Locations
Ozark, AL 36360
Email: Cajun.evans@dalecountyal.gov

Billing Address:

Dale County Commission
202 South Hwy 123 Ste. C
Ozark, AL 36360
Customer #: 16508000
Phone#: 334-445-6799

- I. **Agreement Period: July 1, 2024, to June 30, 2025**

- II. **Services: One Year Annual Agreement (Two visits per year)**
 - One Basic Annual Service – see attached equipment list.
 - One 41-Point Inspection --see attached equipment list.

- III. **Equipment:**
 1. **TG100 Serial Number: TP 30712 (124 Adam Street, Ozark, AL, Sheriff's Office)**
 - One Basic Annual Service at **\$685.00—perform in July 2024**
 - One 41-Point Inspection at **\$235.00—perform in January 2025**

 2. **Generac 65521, Serial Number: 3000699057 (124 Adam Street, Ozark, AL Girls and Boys Club)**
 - One Basic Annual Service at **\$420.00—perform in July 2024**
 - One 41-Point Inspection at **\$235.00—perform in January 2025**

 3. **TG150, Serial Number: TP 32245 (202 S Hwy 123, Ozark, AL Jail)**
 - One Basic Annual Service at **\$800.00—perform in July 2024**
 - One 41-Point Inspection at **\$235.00—perform in January 2025**

 4. **MEP-1070A(60KW), Serial Number: H190623596 (583 Bivens Drive, Ozark, Al pistol range)**
 - One Basic Annual Service at **\$640.00—perform in July 2024**
 - One 41-Point Inspection at **\$235.00—perform in January 2025**

- IV. **Payment Terms:**
You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.
Please do not send payment; you will be invoiced. If Tax Exempt, please include documentation. If a PO is needed, please send the PO with the Agreement

Taking Care of Our Customers is **PRIORITY ONE!**



Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 922-4444

V. **Activation of Agreement:**

Your Signature activates this service and must be received by the agreement start date.
Pricing is good for 30 days. No service will be scheduled until a signed agreement is received. You may mail to 5640 Commerce Blvd. East Mobile, AL 36619, or email to sdunn@taylorbigred.com.

VI. **Taylor Sudden Service Disclaimer:**

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR POWER SYSTEMS FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

VII. **Taylor Agreement Price: \$ 3,485.00 + applicable taxes**

Please do not send payment; you will be invoiced. If Tax Exempt, please Include documentation. If a PO is needed, please send the PO with the Agreement

For questions on when your services will be performed or questions about service work that was done, contact the Inside Service Sales Supervisor that handles your agreement:

➤ *Samuel Dunn 251-443-8402*

Accepted By: *Steve McKinnon* Date: *062524*

Printed Name: *Steve McKinnon*

Prepared For: **Dale County Commission**

Prepared By: **Sam Dunn**
Inside PM Sales Rep.

Taylor Sudden Service - Generators

3750 Halls Mill Road, Mobile, AL 36693 · Phone: 251-443-8402 · Fax: 251-443-9569

Taking Care of **Our Customers** is **PRIORITY ONE!**



GENERATOR

PARTS, SERVICE, REPAIR & RENTAL

BUSINESS PM (PREVENTIVE MAINTENANCE) SERVICE AGREEMENT OVERVIEW

SERVICE AGREEMENT BENEFITS: (Benefits applied only within the Agreement timeframe)

- Lower, Locked in Labor rates for all services, within the Agreement timeframe.
- Priority response over non-agreement customers.
- Two(2) or more predetermined services, generally 6 months apart.
- Detailed reports from our technicians.

PREVENTATIVE MAINTENANCE AGREEMENT INCLUDES TWO(2) OR MORE SERVICES A YEAR.

-Typical Services include one PM (Basic or Full, Listed on Agreement Quote) and one Inspection.

PM Services Options and Details: (Refer to your Agreement Quote)

Basic PM Includes: (*Recommended Once a Year*)

- Filter and Oil change.
- 40+ Point Inspection.
- System testing of air, lubricating, fuel, electrical, controls, & transfer switch.
- Coolant testing and treatment if radiator cooled.
- Fuel filter change (only for diesel applications).

Full PM Includes: (*Recommended Once Every 3 to 5 Years*)

- All Basic PM Service items listed above, plus:
- Replacement of belts and hoses.
- Replacement of battery.
- Replacement of coolant.
- Replacement of air filter.

Full PMs are more expensive and requires more lead time, due to additional parts and increased labor time

Inspection Service – Includes our 40+ point Inspection.

Optional Services:

- Quarterly or Monthly Inspections.
- Two(2) or Four(4) Hour Load Bank Testing
- Medical Fuel Analysis
- Fuel Tank Cleaning & Fuel Polishing.
- Megger Testing.
- InfraRed Camera Testing.
- Vibration Testing.
- Pre-Scheduled Generator Rental. (For planned outages)
- 3-Year Agreements available upon request.

Taking Care of Our Customers is **PRIORITY ONE!**



Preventive Maintenance Report

Exhibit 2

947 Industrial Park Drive
 Clinton, Mississippi 39606
 Phone (601) 922-4444
 Fax (601) 922-0800

Mobile, AL
 Phone (251) 443-8402
 Fax (251) 443-9569

Baton Rouge, LA
 Phone (225) 744-0030
 Fax (225) 744-0031

Birmingham, AL
 Phone (205) 428-1130
 Fax (205) 428-1125

Shreveport, LA
 Phone (318) 742-4442
 Fax (318) 742-4447

Date: _____
 Customer: _____
 Location: _____

Make/Model: _____
 Serial Number: _____
 Hour Reading: _____
 Exercise Time: _____

Yes N/A Description of Service Comments

Air System:

- _____ Cleaned / Replaced Air Cleaner Element
- _____ Checked Complete Air System for Deficiencies
- _____ Cleaned and Changed Oil in Bath Filter
- _____ Checked Turbocharger Shaft End Play
- _____ Checked and Tightened Turbocharger Mounting Bolts

Lubricating System:

- _____ Changed Engine Oil
- _____ Changed Engine Oil Filter
- _____ Change Hydraulic Governor Oil
- _____ Cleaned / Replaced Crankcase Breather
- _____ Checked Complete Engine For Oil Leaks
- _____ Checked PVC Valve

Cooling System:

- _____ Inspected / Replaced All Belts
- _____ Inspected / Replaced All Hoses
- _____ Checked Coolant Level; Added Anti-Freeze
- _____ Tested Specific Gravity of Anti-Freeze
- _____ Changed Corrosion Resistor Element (Full PM Only)
- _____ Checked Complete System For Coolant Leaks
- _____ Checked Block Heater and Thermostat
- _____ Lube Fan Hub

Fuel System: Diesel Gasoline Natural Gas LP

Color:

- _____ Inspected Fuel In Tank
- _____ Inspected Day Tank
- _____ Replaced Fuel Filter(s)
- _____ Checked Operation of Governor
- _____ Cleaned Fuel Pump Screen
- _____ Checked Fuel Lines For Leaks

	Lt	Md	Hv
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Micro Growth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BRIGHT-HAZY

Clarity: 1 2 3 4 5

Other Tank Critical

Electrical System:

- _____ Checked Cleaned And Tightened All Electrical Connections
- _____ Checked Electrolyte Level of Batteries
- _____ Hydrometer Readings: _____

Tank Level _____
 Tank Size _____ Gallons

- _____ Checked Operation of All Sending Units
- _____ Inspected / Replaced Points, Condenser, And Plugs (Full PM Only)
- _____ Inspected Ignition System (Magneto, Distributor, Wiring, etc.)
- _____ Set Timing (Full PM Only)
- _____ Checked Operation of Battery Charger, Replaced Blown Fuses

Controls / Test / Transfer Switch:

- _____ Checked Oil, Start, Warm-Up; Oil Pressure _____ PSI
- _____ Amps Per Leg _____
- _____ Volts Per Leg _____
- _____ Frequency _____
- _____ Adjusted Frequency and Voltage As Required _____
- _____ Checked Exhaust System For Leaks
- _____ Checked Timing Sequence On Cranking Cycles; Cranking Time _____
- _____ Checked Operation of Transfer Switch
- _____ Time Delays: _____
- _____ Exerciser: _____
- _____ Checked Engine / Generator Controls For Proper Settings
- _____ Started Engine From Test Position
- _____ Started Engine From Automatic Position
- _____ Checked All Alarm Systems
- _____ Inspected / Replaced Pilot Lights

Additional Comments and Recommendations: _____

Generator Tech.: _____ Customer Rep.: _____

**CONTRACT FOR
ALTERNATIVE COMPLIANCE EXAMINATION ENGAGEMENT (ACEE)
OF
DALE COUNTY COMMISSION'S
Coronavirus State and Local Fiscal Recovery Funds**

This contract is entered into on the 25th day of June 2024 by and between the Department of Examiners of Public Accounts (EPA) and Dale County Commission, hereinafter referred to as the (DCC). The contracting parties hereby agree to the following:

I. Purpose and Scope

EPA shall conduct an Alternative Compliance Examination Engagement (ACEE) of DCC's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), for the period beginning October 1, 2022 and ending September 30, 2023. EPA will perform an examination of compliance with allowable activities and cost requirements of CSLFRF (Assistance Listing Number 21.027) as described in Title 31 U.S. Code of Federal Regulations, Part 35, Pandemic Relief Programs, Subpart A, Coronavirus State and Local Fiscal Recovery Funds published by the Department of Treasury. We will perform our examination in accordance with applicable attestation standards established by the American Institute of Certified Public Accountants (AICPA) and the standards applicable to attestation engagements contained in Government Auditing Standards, issued by the Comptroller General of the United States.

EPA will furnish copies of ACEE reports to DCC. Upon request, EPA will also furnish copies of the ACEE report to federal grantor agencies.

EPA shall make all working papers and reports available upon request for review by any federal grantor agency consistent with State and Federal law. EPA shall also retain all working papers and reports for a minimum period of five years from the date the ACEE report becomes final, unless EPA is notified in writing to extend the retention period.

II. Funding of ACEE

DCC agrees to reimburse EPA for its necessary and reasonable cost related to conducting the ACEE, including personnel costs and travel expenses incurred at the rate authorized by Alabama law. The maximum cost of the ACEE shall not exceed eight thousand three hundred twenty dollars (\$8,320.00). However, in the event that EPA finds DCC has either failed to keep its records or expend its funds in accordance with federal guidelines or in the event there are changes in the preliminary scope of work, the maximum cost of the ACEE may be increased accordingly. If the cost of the ACEE will exceed the above-stated maximum, EPA will provide an estimate of the increased amount. DCC shall pay 80% of

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the ACEE costs upon full execution of the contract and 20% upon completion of field work as evidenced by invoices of the EPA.

III. General Provisions

The parties to this Contract agree with, and shall adhere to, the following:

A. Access to Records and Work Area

The Chief Examiner of EPA, the Comptroller General of the United States (if Federal funds), or any other duly authorized representatives of EPA shall have the right of access to any financial and operating data, pertinent books, documents, papers, and records of DCC for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to DCC's personnel for the purpose of interview and discussion related to the ACEE set forth in this Contract. This right of access is not limited to the required retention period, but shall last as long as the records are retained. The DCC also agrees to provide a working area for EPA personnel, which facilitates efficient fieldwork.

B. Compliance with Federal, State, and Local Laws

In addition to the provisions provided herein, the parties shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, et seq., Ala. Code 1975).

By signing this Contract, the parties affirm, for the duration of the Contract, 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, any party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

In compliance with Act 2016-312, the parties hereby certify that they are not currently engaged in, and will not engage in, boycott of a person or an entity based in or doing business with a jurisdiction with which the state (Alabama) can enjoy open trade.

C. Immunity and Dispute Resolution

The parties to this Contract recognize and acknowledge that EPA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14 of the Alabama Constitution of 1901. It is further acknowledged and agreed that

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none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by EPA of such Constitutional Immunity.

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. Indemnity

To the furthest extent permitted by law, DCC shall defend, indemnify, and hold harmless the EPA from any and all losses, consequential damages, expenses including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the DCC's failure to fulfill its obligations under this Contract.

E. Amendments

This Contract may be modified, altered, or amended from time to time throughout the duration of this Contract only by a written agreement duly executed by the parties hereto or their duly authorized representative.

F. Entirety

This Contract contains the entire written Contract between the parties as to the matters contained herein. Any oral representations or oral modifications concerning this Contract shall be of no force or effect.

G. Termination

This contract may be cancelled by either party upon 30 days written notice provided that any costs shall be paid.

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H. Term of Contract

This contract will begin on June 3, 2024 and end on June 3, 2025. EPA agrees to notify DCC in the event of any unforeseen delays affecting this schedule.


IN WITNESS THEROF, the parties have executed this Contract as of the date first written above.

STATE OF ALABAMA
Department of Examiners
of Public Accounts

Dale County Commission



Rachel Laurie Riddle
Chief Examiner



Steve McKinnon
Chairman

ADDENDUM

Dale County Commission

Personnel Policies and Procedures Handbook

June 25,2024

Changes are in Bold

Purpose of Addendum: New employees to start earning Annual and Sick Leave

SECTION X ATTENDANCE & LEAVE

PART D TYPES OF LEAVE

No. 1 Annual Leave

a. Presently Reads:

All classified service employees earn annual leave with pay in accordance with these procedures. Newly appointed employees **upon satisfactorily completing the six (6) months probationary period** shall earn annual leave.

Changes:

All classified service employees earn annual leave with pay in accordance with these procedures. Newly appointed employees shall earn annual leave.

d. Presently Reads:

Normally, an employee will be required to take his/her annual leave in the year that is it earned. However, a total of **fifteen (15) days or** one hundred twenty (120) hours of unused annual leave may be accumulated and carried forward from one leave year to the next leave year. Accumulated leave at the end of each leave year that is in excess of **fifteen (15) days, or** one hundred twenty (120) hours, will be forfeited by the employee.

Changes:

Normally, an employee will be required to take his/her annual leave in the year that is it earned. However, a total of one hundred twenty (120) hours of unused annual leave may be accumulated and carried forward from one leave year to the next leave year. Accumulated leave at the end of each leave year that is in excess of one hundred twenty (120) hours, will be forfeited by the employee.

e. Presently Reads:

Upon separation from County service an individual will be paid for his/her unused accrued vacation leave. However, no employee will be paid for more than **twenty-four (24) days or one hundred eight-four (184) hours of leave unless they were authorized a higher limit under the provisions above.** Such entitlement will be calculated at the regular rate of pay for the individual.

Changes:

Upon separation from County service an individual will be paid for his/her unused accrued vacation leave. However, no employee will be paid for more than one hundred eight-four (184) hours of leave. Such entitlement will be calculated at the regular rate of pay for the individual. Unless the employee is within the six (6) month probationary period.

f. New

No annual leave will be taken during an employee's six (6) month probationary period.

Changes:

Sections a. thru l. have been re lettered due to adding a new f. and was incorrectly lettered.

No. 2 Sick Leave

a. Presently reads:

All classified service employees **upon satisfactorily completing the six (6) month probationary period, if applicable**, will earn sick leave credit at the rate of four (4) hours per pay period **for a total of thirteen (13) days per year**. Earned sick leave will be posted to each employee's account at the end of each pay period in which it is earned.

Changes:

All classified service employees will earn sick leave credit at the rate of four (4) hours per pay period. Earned sick leave will be posted to each employee's account at the end of each pay period in which it is earned.