



Dale County Commission

Commission Meeting Minutes – September 9, 2025

The Dale County Commission convened in a regular session Tuesday, September 9, 2025, 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. Not present: 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 agenda.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 103263– 103391.
- Payroll Check Numbers: 155050 – 155050.
- Direct Deposit Check Numbers: 433764 - 433917.

Minutes: Commission Meeting of August 26, 2025.

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

APPROVED – TRAVEL

Commissioner Wilson made a motion to approve the following overnight travel:

1. Sheila Waller – Revenue – 09/10-12/2025 – AATA-New Officials.

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

APPROVED – AL DEPT OF YOUTH GRANT

Commissioner Grantham made a motion to approve an AL Department of Youth Services Agency Grant agreement. See Exhibit 1.

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

APPROVED – CAPITAL ASSET

Commissioner Wilson made a motion to approve to surplus an asset per the Sheriff's request. See Exhibit 2.

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

APPROVED – JAIL AD VALOREM EXPENSE

Commissioner Grantham made a motion to approve expenses to be paid from the Jail Ad Valorem fund, Fund 151, to upgrade security system in the jail. Add 7 cameras, \$9,049.00, see exhibit 3. Upgrade cameras system to be viewed on other desktops, \$8,748.00, see exhibit 4.

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

APPROVED – SOLID WASTE COLLECTION SERVICE

Commissioner Wilson made a motion to approve the renewal of the Solid Waste Collection Services agreement with Mark Dunning Industries, Inc. for three years with the new term being January 28, 2026 to January 28, 2029. See exhibit 5.

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

APPROVED – EXECUTIVE SESSION

Commissioner Wilson made a motion to approve an executive session. See attorney's letter, exhibit 6.

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

APPROVED – CONTINUE COMMISSION MEETING

Commissioner Carroll made a motion to continue the Commission meeting following the Executive Session.

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, September 23, 2025, 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

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2025 – 2026

The Alabama Department of Youth Services hereby awards to

Dale County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of **One hundred fifty-six thousand and no/100 dollars (\$156,000.00).**

These funds shall be used for non-residential diversion services for **Dale County** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the **Dale County Juvenile Court (DCJC)** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the program will provide diversion services to **44** youth annually with an ongoing capacity of **22** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Dale County Juvenile Court Services is a community reinforcement program (CRP) designed to divert low to very high-risk youth from DYS commitment. Pathway, Inc. services are individualized to address the unique risks and needs of each youth. Interventions will focus on performance-based outcomes for youth and their families, and use those outcomes to determine program efficacy and youth progress.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Male or Female between the ages of 12 – 18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the **Dale County Juvenile Court (DCJC)**.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations,

strengths-based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youths reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the **DCJC** and DYS acknowledge that this Award may be terminated at will by the **DCJC** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

Steven P. Lafreniere
Executive Director

BY: _____

Legal Review
Approved as to form only.

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 9th day of September, 2025.

BY: _____

Diversion Program Director / Agent

BY: Steve McLean

Dale County Commission



Sheriff Mason Bynum

DALE COUNTY SHERIFF'S OFFICE

P.O. Box 279, Ozark, Alabama 36361
Telephone: 334-774-2335 Fax: 334-774-2909

9/2/2025

To: The Dale County Commission

Subject: Asset Disposal Request

The Dale County Sheriff's Office is requesting the disposal of property, a 2012 Chevrolet Express G3500 Van, VIN #1GAZGZFA3C1186535, Asset #4106. The donated van will be sold on GovDeals as it no longer meets the needs of the department.

A handwritten signature in black ink, appearing to be "M. Bynum", written over a faint, large star watermark in the background.

Sheriff Mason Bynum

HARRIS

Security Systems

Serving the Southeast Since 1993

22-Aug-25

Customer and Project Name			
Customer:	Capt. Steven Baxley Dale County Sheriff Office 124 Adams Street Ozark, AL 36361 Capt. Steven Baxley 334-733-8688 sbaxley@daleso.com	Provider:	Stephen McLain Harris Security Systems, Inc. PO Box 1182 Ozark, AL 36361 800-240-1717 smclain@harrissecurity.com
		Quote Number:	45891.510 SM

Solution Proposal Materials		
Brand	Description	QTY
Hikvision	Value Series 4MP 2" DarkFighter PTZ IP Camera, 2.8-12mm Varifocal Lens, White	7
Hikvision	Conduit Base for Select Dome Cameras	7
TRENDnet	16-Port Gigabit PoE+ Switch	1
Genesis	Cat 6 Orange Cable CMR	1800

Solution Cost Detail:	
CCTV System Installation Investment	\$9,049.00
Total Installation Investment for all Systems above	\$9,049.00

Notes and Scope of Work:

Harris Security will be installing (7) Hikvision PTZ cameras for the Dale County jail located in the different cell blocks. We will be installing these cameras with the backbox on the ceiling of the jail cell. One of the 7 will be installed looking at the holding cells. Harris will be responsible for taking down three non functional analog cameras in the holding cell. Reference drawing for locations. If anything else is need that will be required as a change order.

Warranty and Exclusions:

- We will install the systems as discussed. If not specifically included in this quote, Customer is to provide any AC power, Conduit, Network switches or patch panels, Working Fiber, client computer, and Man lift as needed. Prices are good for 10 days. All work will be done during our normal business hours. This quote does not include any previous service. All work will have one-year warranty on labor from Harris Security and material with manufacturers warranty applied.

- Limited manufacturer's system warranty to cover material and one year labor provided by our firm; excluding fire, theft, vandalism, acts of God, and neglect, abuse or tampering by others.
- We exclude conduit system, boxes, cabinets, 120VAC power unless specifically included in this quote.
- Customer to provide Project Schedule for mobilization and material procurement requirements.
- Customer to provide AutoCAD documents via CD or other electronic format for development of shop drawings.

Due to Global Supply chain issues, equipment delays and/or shortages, we highly recommend the Owner expedite the approval/purchase order process to ensure current pricing and equipment delivery. Until Supply chain issues/equipment shortages get resolved, Harris Security will order equipment and bill for stored material immediately upon receipt of approved purchase order. Harris Security will order equipment as soon as possible but we cannot guarantee the timeline of availability of the specified material for this project. Harris Security is not responsible for project delays Due to extended delivery times of materials.

Customer Acceptance:

Customer Agrees to pay the above amount for the stated services and equipment in this proposal. The signer below represents that he/she has read this Agreement, agrees, and is an authorized representative of their respective party, notated below. This is a legal and binding agreement between the "Customer" and Harris Security, Inc. AESBL #AL-190, GA#LVA205039, FL#EF20000473. AL GC # 27363 The undersigned agrees, whether signing as Agent or Customer, that in consideration of services and/or materials to be provided to the Customer, the undersigned and Customer are obligated jointly and severally to pay for said services and/or materials in accordance with this Proposal, and that should this account be referred by Harris Security Systems, Inc to an attorney for collection, the undersigned and/or Customer shall pay reasonable attorney's fees, interest at the rate of 1.5 percent per month, and all costs of collection. Further, on behalf of the Customer and the undersigned, the undersigned waives as to this debt, all right of exemption under the Constitution and laws of Alabama or any other states as to personal property.

HARRIS

Security Systems

Serving the Southeast Since 1993

Terms of Payment

Net 30 Upon Invoice

Customer's Acceptance of Proposal:

Printed Name: Steve McKinnon

Title/Position: Chairman

Acceptance of Proposal Signature: Steve McKinnon

Date: 09-09-25 PO#: _____

HARRIS

Security Systems

Serving the Southeast Since 1993

19-Aug-25

Customer and Project Name			
Customer:	Capt. Steven Baxley Dale County Sheriff Office 124 Adams Street Ozark, AL 36361 Capt. Steven Baxley 334-733-8688 sbaxley@daleso.com	Provider:	Stephen McLain Harris Security Systems, Inc. PO Box 1182 Ozark, AL 36361 800-240-1717 smclain@harrissecurity.com Quote Number: 45888.543 SM

Solution Proposal Materials		
Brand	Description	QTY
Hikvision	HikCentral Lite VMS Management Workstation and Software	1
Hikvision	1-Camera Channel Software License	32
Harris	To install new software on 6 Computers	6

Solution Cost Detail:	
CCTV System Installation Investment	\$8,748.00
Total Installation Investment for all Systems above	\$8,748.00

Notes and Scope of Work:
Installing a new HikCentral Work Station and 32 additional Camera channel software license. And going around to 6 computers to install new client software to view the cameras. If anything else is needed that will require a change order.

Warranty and Exclusions:
- We will install the systems as discussed. If not specifically included in this quote, Customer is to provide any AC power, Conduit, Network switches or patch panels, Working Fiber, client computer, and Man lift as needed. Prices are good for 10 days. All work will be done during our normal business hours. This quote does not include any previous service. All work will have one-year warranty on labor from Harris Security and material with manufacturers warranty applied.

- Limited manufacturer's system warranty to cover material and one year labor provided by our firm; excluding fire, theft, vandalism, acts of God, and neglect, abuse or tampering by others.
- We exclude conduit system, boxes, cabinets, 120VAC power unless specifically included in this quote.
- Customer to provide Project Schedule for mobilization and material procurement requirements.
- Customer to provide AutoCAD documents via CD or other electronic format for development of shop drawings.

Due to Global Supply chain issues, equipment delays and/or shortages, we highly recommend the Owner expedite the approval/purchase order process to ensure current pricing and equipment delivery. Until Supply chain issues/equipment shortages get resolved, Harris Security will order equipment and bill for stored material immediately upon receipt of approved purchase order. Harris Security will order equipment as soon as possible but we cannot guarantee the timeline of availability of the specified material for this project. Harris Security is not responsible for project delays due to extended delivery times of materials.

Customer Acceptance:

Customer Agrees to pay the above amount for the stated services and equipment in this proposal. The signer below represents that he/she has read this Agreement, agrees, and is an authorized representative of their respective party, notated below. This is a legal and binding agreement between the "Customer" and Harris Security, Inc. AESBL #AL-190, GA#LVA205039, FL#EF20000473. AL GC # 27363 The undersigned agrees, whether signing as Agent or Customer, that in consideration of services and/or materials to be provided to the Customer, the undersigned and Customer are obligated jointly and severally to pay for said services and/or materials in accordance with this Proposal, and that should this account be referred by Harris Security Systems, Inc to an attorney for collection, the undersigned and/or Customer shall pay reasonable attorney's fees, interest at the rate of 1.5 percent per month, and all costs of collection. Further, on behalf of the Customer and the undersigned, the undersigned waives as to this debt, all right of exemption under the Constitution and laws of Alabama or any other states as to personal property.

Terms of Payment

Net 30 Upon Invoice

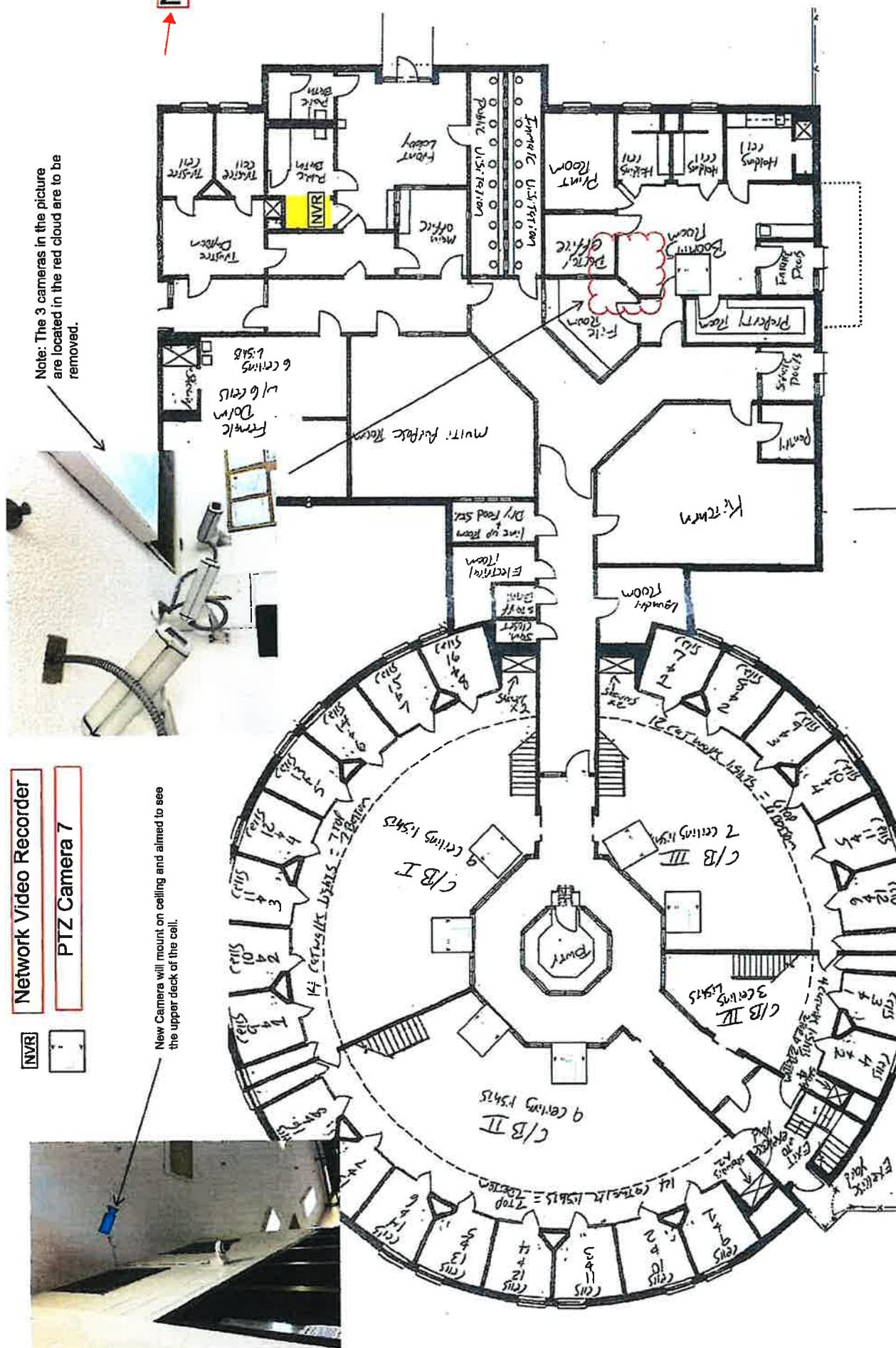
Customer's Acceptance of Proposal:

Printed Name: Steve McLain

Title/Position: Chairman

Acceptance of Proposal Signature: Steve McLain

Date: 0909-25 PO#: _____



Network Video Recorder

PTZ Camera 7

NVR



New Camera will mount on ceiling and aimed to see the upper deck of the cell.

CONTRACT

THIS **CONTRACT** made and entered into the 28 day of January, 2020, by and between **Mark Dunning Industries, Inc.**, the **CONTRACTOR**, and the **Dale County Commission**, Dale County Government Building, 202 South Highway 123, Suite C, Ozark, Alabama 36360, the **OWNER**.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter names, agrees as follows:

1. That the Contractor shall furnish all of the materials and perform all of the Work in the manner and form as provided in the Contract Document: **Bid Specifications for Residential Solid Waste Collection Services**

Which are attached hereto and made a part hereof, as if fully contained herein, for:

RESIDENTIAL SOLID WASTE COLLECTION SERVICES

The Owner hereby agrees to pay the Contractor for the faithful performance of the Contract, subject to additions and deductions as provided in the specifications, in lawful money of the United States such fees for customer service as are set out in the bid specifications and Contractor's bid proposal.

2. Not later than the 15th day of each calendar month, the Owner will make a partial payment to the Contractor the services provided during the preceding calendar month under this Contract.
3. The Contractor hereby agrees to commence work under this Contract on the Commencement date identified in the **BID SPECIFICATIONS FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES** (Document attached).

CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

CONTRACTOR:

Mark Dunning Industries

100 Ravestock Rd. Dothan, AL 36303
ADDRESS

SEAL

ATTEST:

BY: Mark Dunning
ITS PRESIDENT

Mark Dunning
ITS SECRETARY

CONTRACTOR LICENSE
NO. _____

OWNER:

DALE COUNTY, ALABAMA

BY: [Signature]
ITS COMMISSION CHAIRPERSON

SEAL

ATTEST:

[Signature]
ITS SECRETARY

BID FORM

Bid for Solid Waste Collection
Dale County, Alabama

The Dale County Commission is considering entering into contract for a private company to collect residential garbage from each resident of the unincorporated areas of Dale County and including the Town of Clayhatchee and the Town of Level Plains. The undersigned understands and hereby proposes to perform the residential Solid Waste Collection Services as specified herein for the amount listed by the contractor below. If your company is interested in entering into this contract with the County, please complete this form and return by the time and to the place stated herein. (Assume 6331 households for Bid purposes). The Contractor, by submitting this bid, acknowledges, that he has received the Invitation to Bid, Specifications, Bid Bond form and has examined all information and notices contained therein and has had an opportunity to resolve all matters of concern at the pre-bid meeting.

CONTRACTOR PROVIDED CARTS

\$ 12.50 per Solid Waste pickup per month

J. Mark Dunning
Signature

9-23-19
Date

J. Mark Dunning
Name (Typed)

President
Title

Mark Dunning Industries
Name of Company

100 Raintree Rd.
Address

Dothan AL
City State

334.983-1506
Phone

334.983-1627
Fax

j.m.dunning@markdunning.com
E-mail

Sworn to and subscribed before me on this the 23 day of Sept., 2019

Notary Signature [Signature]

My commission expires: My Commission Expires
02/25/2020

STATE OF ALABAMA
DALE COUNTY

BID SPECIFICATIONS FOR RESIDENTIAL SOLID WASTE COLLECTION
SERVICES.

The following are bid specifications for competitively bid residential Solid Waste Collection Services in Dale County, Alabama. All contractors who are interested in submitting bids shall follow the specifications and, if successful, should expect that a contract will be entered into between the Contractor and the Dale County Commission which incorporates the following terms, conditions and contract language:

1. SCOPE OF WORK: As of the Service Commencement Date and subject to the terms and conditions of this Contract, the County grants to the Contractor the right, franchise and obligation to provide residential solid waste collection services within the Collection Area. In accordance with the terms of this Agreement, the Contractor shall collect all Solid Waste of each residence in the Collection Area. The County agrees to use its best efforts to protect Contractor's rights under this Agreement.

2. TERM/TERMINATION: Unless renewed as provided herein or terminated as provided herein, the term of this Agreement shall be for an initial three (3) year period beginning on the Service Commencement date of February 3rd, 2020, however, that this Agreement may be canceled as provided in Sec. 22-27-5(a) Code of Alabama, 1975, as amended, upon finding by the Dale County Compliance Officer and concurrence by the State Health Department that this Agreement fails to be in the best interest of the health, safety and welfare of the citizens residing in Dale County, Alabama.

3. OPTION TO RENEW: This Agreement shall be automatically extended for an additional term of three (3) years, under the same terms and conditions of this agreement unless written notice of intent to non-renew is sent by certified mail from one party to the other party stating intent to non-renew no less than 90 days prior to the expiration date of the original contract. In event Contractor requires material changes in the terms and conditions of the extension, the contract term shall terminate and will be required to be publicly re-bid.

3a. CPI: Contractor shall be allowed to increase the contract price per customer by a percentage equal to the appropriate Consumer Price Index for the region at the beginning of year 2 and 3 of the contract and for each additional year if the contract is extended.

Contractor shall submit data and calculations of the CPI increase requested to the Dale County Solid Waste Director/County Engineer for approval.

4. COLLECTION SERVICE: The Contractor shall collect and dispose of Solid Waste from each Residence in the Collection Area. Dale County has mandatory participation consisting of approximately 6331 active customers at the time of the execution contract, customers with additional cans and exempt residents and entities; also including the Town of Level Plains, Clayhatchee, and Holiday Village Trailer Park. Solid Waste shall be collected by the Contractor at curb side once per week. "Back Door" service will be provided at no additional charge to homebound and/or disabled persons upon request and with the approval of the Dale County Compliance Officer.

4a. Service Commencement Date: Actual Residential Service Collection shall begin on or about February 3rd, 2020.

5. ROUTES OF COLLECTION: Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the County for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time ask the County to approve changes in routes or days of collection, which approval shall not be unreasonably withheld.

6. HOURS: Collections shall be made in residential areas no earlier than 6:00 A.M., with no service on Sunday, except in the time of emergency or to maintain schedules due to Holidays. Confirmation of a state of emergency must be made by the County.

7. SPILLAGE AND LITTER: The Contractor shall not litter the premises in the process of making collections.

8. APPROVED CONTAINERS: Residential customers shall place all Solid Waste in an approved container. See Sec. 29 (Roll-out Cart Container)

9. EXTRA-ORDINARY MATERIALS: The Contractor shall have no obligation to collect or dispose of Excluded Waste. The rates set forth in this Agreement shall be for the collection of Solid Waste only, and the Contractor may reject any furniture or appliances unless they will fit into the 95-gallon (minimum) container.

10. COLLECTION EQUIPMENT: The Contractor shall always have on hand, in good working order, packer type equipment approved by the Dale County Health Department that permits the Contractor, adequately and efficiently, to perform its duties hereunder. Collection equipment may consist of either fully automated or semi-automated lift systems. Each vehicle shall have clearly visible on each side, the vehicle number and the Name and telephone number of the contractor.

Contractor shall be allowed to park its vehicles and other collection equipment on County property adjacent to the Dale County landfill.

10.1 HAULING: All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

11. ANSWERING SERVICE: The Contractor shall, at its expense, maintain a toll free telephone number listed in the name in which it does business, and it shall be manned Monday through Friday, 8:00 a.m. to 5:00 p.m. for those who need to contact it and so that local residents or customers may register service complaints.

12. CONTRACTOR'S RELATION TO THE COUNTY: The Contractor is an independent Contractor and shall be in no respect, an agent, servant or employee of the County. Contractor shall be required to pay all federal, state and local sales taxes, license taxes, Social Security taxes and taxes of any kind which may be chargeable against the labor, material, equipment or other necessary items in the performance of this Agreement.

13. MISSED GARBAGE: Missed garbage is defined as solid waste not collected within three working days of scheduled pick-up day. Contractor shall report all missed garbage to the County. The County shall report all missed garbage to the Contractor. Contractor shall be assessed liquidated damages for all missed garbage. As liquidated damages, the Contractor agrees to credit the County for each residential unit whose garbage was missed, the amount of \$25.00, for each missed garbage occurrence. The County will deduct said amount from payment due the Contractor.

14. DISPOSAL: Solid Waste collected by Contractor shall be hauled to and disposed of at any Southeast Alabama Solid Waste Authority Transfer Station, unless otherwise instructed by Dale County in writing.

15. CHARGES AND RATES: For the collection of Solid Waste required to be performed under the terms of the contract, per customer fee for collecting waste from all Residential Units within collection area for once per week pick-up using one Contractor provided, delivered and maintained roll-out container shall be a total of 812.50 per month (**BID AMOUNT TO BE INSERTED HERE**). Contractor shall collect solid waste from each residence within the collection area.

The County will direct the Contractor to the address of each account. The Contractor shall only allow shared service to all residential units that qualify for shared service in accordance with Alabama State Law. The Dale County Compliance Officer shall review and approve all shared service requests.

15a. FUEL ADJUSTMENTS. The base price of diesel fuel for this contract is set for \$ 2.761 per gallon (established at the time of the contract execution). In the event of a sustained increase in the price of Gulf Coast diesel fuel as established by reference to the Energy Information Administration at www.eia.doe.gov. Contractor shall be entitled to an upward fuel cost surcharge in the amount of 3% of the contract base bid price for each whole \$1.00 of increase. Likewise, in the event of a decrease in said fuel price the Contractor shall provide a rebate to the County in a like percentage for every whole \$1.00 in decrease. Surcharges and rebates are to be calculated on Jan. 1st and July 1st of each year and the fuel price on that date shall be the amount used for adjustment calculations.

15b. TIPPING FEE ADJUSTMENTS. In the event the Solid Waste Authority legally increases the tipping fees for disposal of solid waste and the Contractor can demonstrate that it is adversely affected thereby, Contractor may apply to the County for a comparable increase in the bid price and the county shall not unreasonably deny same.

The contractor shall not make any additional charges to the residential units or to Dale County for providing any of the services included in this agreement other than those stated above.

16. COLLECTION LOCATION: All residences shall place household solid waste in furnished 95-gallon (minimum) roll-out carts at the curb side of the intersection of their private driveway or road and the County maintained public thoroughfares. The container shall be placed at this location prior to the scheduled collection time and shall be readily accessible to the Contractor's personnel and collection vehicles. The Contractor shall not be responsible for missed containers that are not at the collection location at the scheduled time for collection.

17. BILLING AND PAYMENTS: The Dale County Commission shall be responsible for billing the residential customers monthly. The County will pay the Contractor monthly. The Contractor shall be paid by the 15th day of the month for each billing cycle. It shall be the County's responsibility to collect all fees, including overdue fees and late charges. The Contractor shall continue to pick up garbage at delinquent residences until instructed otherwise by the Dale County Compliance Officer.

18. FEES: OMIT

19. NOTIFICATION OF COUNTY: The Contractor shall notify the County about complaints, complaint procedures, complaint resolutions, regulations, day(s) of collection, routes, route changes, holiday schedules, and any proposed changes, etc.

20. CONTRACTOR'S PERSONNEL: Dale County shall have the right to request the dismissal of any employee of the Contractor who has demonstrated conduct that is negligent, wanton, illegal or

discourteous in the performance of his/her duties, however, nothing contained herein shall submit Dale County to liability for the actions of said employee or the failure to request such dismissal as all such personnel decisions shall ultimately be the sole responsibility of the Contractor. Contractor shall provide Equal Employment Opportunities as prescribed by law.

The Contractor shall provide adequate quantity of qualified and trained employees during the performance of their services as outlined in this Agreement.

21. STANDARD OF PERFORMANCE: In the event the Contractor continues to collect household solid waste but fails to completely comply with the provisions of the Agreement, then the following steps will be taken:

- (A) The County shall give the Contractor notice in writing sent by Certified Mail, outlining any and all correctable deficiencies or breaches of contract. A thirty (30) day period will be given the Contractor to correct these deficiencies and regain compliance with the contract to the satisfaction of the Dale County Compliance Officer.
- (B) In the event the deficiencies are not corrected within the Thirty (30) day period as outlined in sub-paragraph (a), the County shall have the right to cancel and terminate this contract. Whether or not the deficiencies have been corrected and compliance regained is to be left to the absolute discretion of, and to be a joint decision of, the Dale County Compliance Officer and the State Health Department, jointly, without liability of its members in making such determination.
- (C) Due to the nature of the business to be conducted under the contract and health concerns associated with the failure to collect household garbage, should Contractor cease the full or partial collection of residential solid waste for any reason and for any length of time, Dale County shall have the right under emergency circumstances to immediately suspend or cancel the contract and enact measures to assume Contractor's obligations by in-house collection of solid waste for its customers or to employ other persons, firms or corporations to service its customers. In the event of the cessation of collection by Contractor and the emergency assumption of Contractor's obligations by Dale County, notwithstanding any other provisions of the contract, Contractor shall be liable for all damages incurred to Dale County by reason thereof.

22. BANKRUPTCY: It is agreed that if the Contractor files for bankruptcy, either voluntarily or involuntarily, then the County may terminate the Contract effective on the day and at the time the bankruptcy petition is filed.

23. COMPLIANCE WITH LAWS: The Contractor shall conduct operations under the Contract in compliance with all applicable federal, state or local laws, rules and regulations regulating solid waste collection and disposal.

24. ILLEGAL PROVISIONS: Refer to paragraph 39.

25. PERMITS AND LICENSES: The Contractor shall obtain at its own expense all permits and licenses required by law, regulation or resolution, and maintain same in full force and effect.

26. PERFORMANCE BONDS: The Contractor shall furnish to the County a Performance Bond in the principal amount of ~~\$949,650~~ (annual contract amount) for the faithful performance of the Contract and all obligations arising hereunder. The Performance Bond shall be executed by a surety company licensed to do business in the State of Alabama and Dale County shall be named as the entity to be indemnified.

27. WORKER'S COMPENSATION INSURANCE: The Contractor shall provide and maintain for the life of the Contract, Worker's Compensation Insurance, in accordance with laws of the State of Alabama, for all its employees. A Certificate of insurance shall always be filed with the County by the insurance carrier showing such insurance to be in force.

28. LIABILITY INSURANCE: The Contractor shall provide and maintain during the life of the Contract, Liability and Property Damage Insurance and Umbrella Coverage in the following amounts, to protect itself, its agents, its employees, and the County from claims for damages for personal injury, including wrongful death and property damage that may arise from operations under this Contract, whether such operations are performed by itself or its employees. The policy or policies shall name the County as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without the expressed written consent of the County. The aforesaid insurance shall be written by companies authorized to do business in the State of Alabama:

Public Liability	-	\$1,000,000 each occurrence
BI/Property Damage	-	\$1,000,000 each occurrence
Umbrella Liability	-	\$2,000,000 per each occurrence

A Certificate of insurance shall always be filed with the County by the insurance carrier showing such insurance to be in force and Dale County and its officers and agents shall be named as an additional insured.

29. ROLL-OUT CART CONTAINER: Contractor shall provide and deliver One (1) new or like new approved 95-gallon (minimum) cart per customer made of heavy duty, rotational molded, medium density plastic, compatible with automated and semi-automated lift systems. Containers shall contain no inscriptions or identifying markings or names other than those approved by County in advance of distribution. The County is not responsible for delivering and/or maintaining said containers. At the conclusion of this contract, or the extension thereof, all containers furnished to customers shall remain the property of the contractor.

29.1. CART DELIVERY AND MAINTENANCE: Each new customer will be provided one (1) new approved 95 gallon (minimum) cart within ten (10) working days of receiving notice of new account. Contractor shall repair or replace damaged containers within ten (10) working days of receiving notice of said damage. If the containers remain undelivered, unrepaired or unreplaced, then the Contractor shall be assessed liquidated damages, which the Contractor agrees to credit the County, for each residential unit so affected in the amount of \$25.00, and \$25.00 for each following month the container remains undelivered or unrepaired or unreplaced. Damage is defined as anything rendering the container unusable as to its intended use (i.e. lids, wheels, etc.).

30. EFFECTIVE DATE: The Contract shall become effective and shall be binding on the date it is executed, however, the 3 year term of the contract shall begin on the service commencement date.

31. HOLIDAYS: Contractor may observe the same holidays as the Southeast Alabama Solid Waste Authority. If Contractor wishes to collect Solid Waste on days that the Southeast Alabama Solid Waste Authority observes a holiday, Contractor, at its option, may collect solid waste on observed holidays or reschedule holiday pick-up within the same week the holiday falls. The Contractor shall provide advanced notification to all active customers of any schedule changes by placing notification on each container one week prior to scheduled change in service.

32. INDEMNITIES: County's Indemnification. Contractor does hereby indemnify and hold the County harmless from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorney's fees incurred or caused solely by the negligent acts of Contractor or it's officers, agents or employees during the term of this Agreement or any misrepresentation by the Contractor or breach of this Agreement.

Contractor's Indemnification. The County, insofar as allowed by law, does hereby indemnify and hold the Contractor harmless from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorney's fees incurred or caused solely by the negligent acts of Dale County or its officers, agents or employees during the

term of this Agreement or any misrepresentation by Dale County or breach of this Agreement.

33. SOLID WASTE PLAN: The County represents and warrants that: (a) this Agreement is in accordance with the Solid Waste Management Plan for the County, (b) notwithstanding anything in said plan to the contrary or any other resolution of the County, in the event the Regional Planning Commission or the Alabama Department of Environmental Management shall determine that such Solid Waste Management Plan is inconsistent with this Agreement or otherwise defective, then the County does hereby amend its current Solid Waste Management Plan, and (c) that the County will not amend its plan in any manner which is inconsistent with this Agreement without the prior written consent of the Contractor.

34. REPRESENTATIONS: The County makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) It has the power and authority to enter the Transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder;

(b) The execution and delivery of this Agreement on its part has been duly authorized by a resolution duly adopted by its governing body and by all other necessary actions.

The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

- (a) The Contractor is a corporation organized under the laws of the State of Alabama and has the power to enter into and to perform and observe the agreements and covenants contained in this Agreement; and,
- (b) The Contractor has the power to fulfill and carry out the provisions of this Agreement; and,
- (c) The execution and delivery of this Agreement on the part of the Contractor has been duly authorized by all necessary corporate action.

35. NOTICES: All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery, telecopy, overnight courier or by registered mail or certified United States mail, return receipt requested, unless otherwise noted in this Agreement, addressed as follows:

To the County: Dale County Commission
Attention: Chairman
202 S. Hwy. 123, Suite C
Ozark, Alabama 36360

To the Contractor:

J. Mark Dunning
100 Racetrack Rd.
Dothan, AL 36303

Change of address of either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, return receipt requested, as provided, unless otherwise noted in this Agreement.

36. ASSIGNMENT: Neither Party shall assign or transfer, or permit the assignment or transfer of, this Agreement or any rights hereunder, without the prior written consent of the other party.

37. FORCE MAJEURE: In the event either party to the contract is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then the obligations of that party shall be suspended during the continuance of any inability so caused by the event of Force Majeure, but for no longer period. The party affected will, to the extent that it may lawfully do so, use its reasonable best efforts to remedy, alleviate or circumvent any cause or causes preventing it from performing its agreement and covenants hereunder. Any time that either party intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, said party shall notify the other party as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.

38. INDEPENDENT CONTRACTOR; NO AGENCY: Contractor will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is not an agent of Contractor and is not empowered or authorized to obligate Contractor in any way.

39. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

40. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Venue shall be Dale County, Alabama.

41. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding between the County and Contractor, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

42. **SURVIVAL:** All obligations hereunder, for the payment of money or otherwise, shall survive the termination of this Agreement until satisfied, discharged or waived.

43. **DEFAULT; REMEDIES:** Except as otherwise provided herein, and in addition to the terms stated in Para. 21 above, if either party breaches any of the material provisions of this Agreement and remains in default for a period of thirty (30) days after receiving written notice setting forth a detailed description of such default from any other party, unless a longer period of time is required to cure such breach and the party breaching or defaulting shall have commenced to cure such breach within said thirty (30) day period and pursues diligently to completion thereof, any other party may, at its option (i) terminate this Agreement as of any date which the said other party may select, provided said date is at least thirty (30) days after the end of the thirty (30) day period in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching party, or (iii) have recourse to any other right of remedy to which it may be entitled by law or at equity, including, but not limited to, specific performance, injunction or the right to recover all damages or loss suffered as a result of such permit cancellation, breach or default.

The above stated terms and conditions form the bid specifications upon which interested contractors should base their bid. The bidding process will be conducted under the Public Works Agreement Law of the State of Alabama. The bids must comply specifically with said laws and specifications and bids will be opened publicly by the Dale County Commission at such time is set by the Dale County Commission office. A Bid Bond with proper sureties in the amount of \$10,000 shall accompany the Contractor's bid proposal. The failure to provide a Bid Bond or the submission of an insufficient Bid Bond shall cause the Bid to be rejected. Upon execution of the contract a Performance Bond with adequate sureties in the amount of the annual contract price total shall be required. Prospective bidders may obtain the date and time of such bid opening from the Commission office and any other information required, including information on the bonds. Dale County reserves the right to reject all bids in its discretion.

DALE COUNTY COMMISSION

BULL & WADE
ATTORNEYS AT LAW, LLC

J. NICHOLAS BULL

Attorney

jnbull@gmail.com

P.O. Box 1161

285 S Union Ave

Ozark, AL 36360

Phone: 334-774-1124

Fax: 334-774-1134

BARBARA WADE

Attorney

daleattybwade@gmail.com

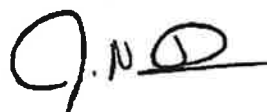
Tuesday September 2, 2025

Mr. Chairman,

There is an agenda item on the September 9, 2025 meeting of the Commission regarding going into executive session. I recommend that the Commission, during said meeting, move into executive session for the purpose of discussing a pending legal matter, namely the two drainage issues involving private property owners. The executive session is necessary at this time, because the discussions, if held in public, would disclose information protected by the Alabama Trade Secrets Act, as authorized under Ala. Code 36-25A-7(a)(3) which protects discussions with the Commission's attorneys when discussing "... the legal ramifications of and legal options for pending litigation ..." which is what will be discussed during this Executive Session.

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

Sincerely,

A handwritten signature in black ink, appearing to read "J. N. Bull", with a horizontal line extending to the right.

J. Nicholas Bull
County Attorney
Dale County