



## ***Dale County Commission***

### **Commission Meeting Minutes – May 28, 2024**

The Dale County Commission convened in a regular session Tuesday, May 28, 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 Grantham made a motion to approve the memorandum of warrants and minutes and agenda.

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

- Accounts Payable Check Numbers: 99306 – 99420.
- Payroll Check Numbers: 154967 – 154967.
- Direct Deposit Check Numbers: 428726 - 428872.

Minutes: Commission Meeting of May 14, 2024.

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

#### **APPROVED – PERSONNEL**

Commissioner Wilson made a motion to approve the following:

- Gabe E. Hall – Jail – Correction Officer – New Hire.
- Marion Currie – Jail – Correction Officer – New Hire.
- Connor J Williams – Jail – Correction Officer – New Hire.

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

**APPROVED – PERSONNEL TRAVEL**

Commissioner Grantham made a motion to approve the following:

- Greg Daniels – Road & Bridge – SWANA Conference – 11/ 05-08 /24.

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

**APPROVED – NEW JOB DESCRIPTIONS**

Commissioner Wilson made a motion to approve additional job descriptions for a 10-day review.

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

**APPROVED – JAIL AD VALOREM – FUND 151**

Commissioner Carroll made a motion to approve the Jail Ad Valorem expenditure for plumbing work done at the Jail. See Exhibit 1.

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

**APPROVED – ALABAMA’S STEPPING UP INITIATIVE**

Commissioner Grantham made a motion to approve submitting a letter of interest to participate in Alabama’s Stepping Up Initiative.

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

**APPROVED – ARPA – BROADBAND GRANT**

Commissioner Wilson made a motion to approve to award the Broadband Expansion Grant to Pea River Electric Cooperative conditioned upon the successful negotiation of scope and price by the Chairman and not to exceed \$1,000,000.

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

**TABLED – ARPA – AVIATION GOGGLES**

Commissioner Wilson made a motion to table an ARPA expenditure for aviation goggles for Wiregrass Aviation LLC.

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

**APPROVED – CAPITAL FUNDS EXPENDITURE – FUND 116**

Commissioner Grantham made a motion to approve Fund 116, Capital Fund expenditure in the amount of \$70,000 for improvements to the County's Government Building.

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

**APPROVED – ARPA EXPENDITURE – AGPLEX ARENA**

Commissioner Carroll made a motion to approve a resolution for ARPA funds expenditure for the Dale County AgPlex Authority for improvements of the arena and a pole barn. See Exhibit 2.

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

**APPROVED – ALDOT AGREEMENT**

Commissioner Grantham made a motion to approve an ALDOT agreement and resolution, 2024-05-28-01, for \$42,000 in emergency relief funds for a pipe replacement on CR-15. See Exhibit 3.

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

**APPROVED – CAPITAL ASSETS**

Commissioner Wilson made a motion to approve a request to surplus vehicles. See Exhibit 4.

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

**APPROVED – WORK REQUEST – TOWN OF NEWTON**

Commissioner Wilson made a motion to approve a work request from the Town of Newton for work on Stanford Hill Rd. See Exhibit 5.

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

**APPROVED – WORK REQUEST – ADECA GRANT**

Commissioner Carroll made a motion to approve participating in a CDBG-ED grant for \$180,000 with County participation of \$36,000. See Exhibit 6.

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, June 11, 2024, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner Grantham made a motion to adjourn the meeting. Commissioner Carroll seconded the motion. All voted aye. Motion carried.

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



---

**Steve McKinnon, Chairman**

**DALE COUNTY JAIL INMATE TOILETS**

**CELL BLOCK 1 – 16 TOILETS = \$ 19,960.00**

**CELL BLOCK 2 – 16 TOILETS = \$ 19,960.00**

**CELL BLOCK 3 – 12 TOILETS = \$ 14,970.00**

**CELL BLOCK 4 – 4 TOILETS = \$ 4,990.00**

**FEMALES – 6 TOILETS = \$ 7,485.00**

**TRUSTEE – 2 TOILETS = \$ 2,495.00**

**HOLDING – 3 TOILETS = \$ 3,742.50**

**PARTS - \$ 59,000 “\$1,000 PER TOILET”**

**LABOR - \$ 14,602.50 “1.5HR PER TOILET = 88.5HRS @ \$ 165.00 HR”**

**TOTAL = 59 INMATE TOILETS = \$ 73,602.50**

CPT. 

**From:** Steven Baxley <sbaxley@daleso.com>  
**Sent:** Tuesday, May 21, 2024 11:20 AM  
**To:** Cheryl Ganey <cheryl.ganey@dalecountyal.gov>  
**Subject:** Re: Inmate Toilets

We are currently having multiple issues with the inmate toilets and sinks located inside of the inmates cells. The big issue is over the years stuff has been pieced together by different plumbing companies and the parts are very hard to find. We had a company "Vinsons Plumbing and Electric" come and look at the flush valves and other plumbing stuff that supply the inmate cells, and they agreed that we have multiple things that have been poorly pieced together causing the issues and making it difficult to find the parts. Vinsons took pictures of the existing equipment and is getting prices to get every valve put back together with the proper pieces to resolve all of the flush valve issues as well as making it much easier and quicker to get parts if we have anymore issues in the future. the issues we are facing are listed below.

toilets not flushing.

toilets leaking.

sinks not working inside inmate cells.

sinks with extremely low pressure inside inmate cells.

**RESOLUTION FOR CONDITIONAL ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES AND DELEGATION OF AUTHORITY TO EXECUTE FUNDING 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; 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) § 11-20-76, the County may contract with locally established agricultural authorities to support projects for the promotion of agricultural and economic development in the County; and

**WHEREAS**, the Dale County Commission ("Commission") has determined that providing funds to make improvements to the Dale County AgPlex including, but not limited to, the construction of a pole barn and improvements to the current facility (the "Project"), will benefit the people of the County; and

**WHEREAS**, the Commission has determined that entering into a funding agreement with the Dale County AgPlex Authority to support the Project 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 \$150,000 of ARPA funds, designated as Revenue Replacement funds, to facilitate the provision of the government services described herein. Specifically, these funds are to be used to cover costs reasonably necessary to construct the Project.
- 2) This allocation is conditioned upon the successful negotiation of a funding agreement between the County and the Dale County AgPlex Authority and 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 Dale County AgPlex Authority 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 14th day of May 2024.

  
Steve McKinnon, Chairman  
Dale County Commission



AL EVENT #059 DALE-01

**CONSTRUCTION  
AGREEMENT  
FOR A  
ER  
PROJECT**

**BETWEEN THE STATE OF ALABAMA  
AND THE  
DALE COUNTY COMMISSION**

**Project No. ER-9079( )  
CPMS Ref# 100078631**

**PART ONE (1): INTRODUCTION**

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Dale County Commission, Alabama (FEIN 63-6001505) hereinafter referred to as the COUNTY.

**WHEREAS**, the STATE and the COUNTY desire to cooperate to replace a metal pipe culvert on CR-15, 0.6 miles south of CR-68; LAT. 31.599762, LONG. -85.606420; FHWA Disaster #AL 2024-01; ALDOT Event 059; Dale-01; ER-9079( ); CPMS Ref# 100078631.

**NOW, THEREFORE**, it is mutually agreed between the STATE and the COUNTY as follows:

**PART TWO (2): FUNDING PROVISIONS**

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid Funds in any amount. All estimated costs considered Emergency Repairs will be financed, when eligible for Federal participation, on a basis of 100% Federal Emergency Relief Funds for all work performed during the first 270 days from the date of occurrence of the event. All work performed after this date will be funded on the basis of 80% Federal Emergency Relief Funds and 20% COUNTY funds. Any cost not eligible for Federal reimbursement will be financed 100% by the COUNTY.

All estimated costs considered Permanent Repairs will be financed, when eligible for Federal participation, on the basis of 80% Federal Emergency Relief funds and 20% County funds. Any cost not eligible for Federal reimbursement will be financed 100% by the County.

- B. The estimated cost and participation by the various parties is as follows:

**EMERGENCY REPAIRS**

**CONSTRUCTION**

<u>FUNDING SOURCE</u>	<u>ESTIMATED COSTS</u>
Emergency Federal Relief Funds	\$ 42,982.00
County Funds	\$ <u>0.00</u>
TOTAL (Incl CE&I)	\$ 42,982.00

AL EVENT #059 DALE-01

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed prior to project authorization of Emergency Repairs and for work performed prior to project authorization of Permanent Repairs.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Federal Emergency Relief funds should advance to completion within a reasonable period of time. Unless there is satisfactory justification for project delays to warrant its retention, projects for permanent repairs shall be advanced to construction obligation by the end of the second fiscal year following the year in which the disaster occurred. Failure to advance an approved project in the above stated time frame without proper justification shall result in the withholding of funds, and the project will not be advanced [23 CFR 668.104(H)]. Justification for such delays and requests for time extensions must be submitted and approved by the STATE and FHWA.

### **PART THREE (3): PROJECT SERVICES**

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

AL EVENT #059 DALE-01

- C. The COUNTY will conduct the associated Survey, Design, Plan Preparation, and Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE to not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

#### PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any Permanent Repair project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the

AL EVENT #059 DALE-01

STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. 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.

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 (1) 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.

- F. For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

**PART FIVE (5): ACCOUNTING PROVISIONS**

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
- All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
- The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
- The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
- The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.



**PART SIX (6): MISCELLANEOUS PROVISIONS**

- A. 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.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, 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.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.


AL EVENT #059 DALE-01

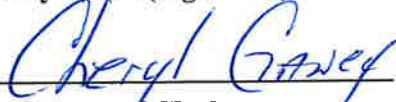
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Dale County, Alabama

By:   
County Clerk (Signature)

By:   
As Chairman (Signature)

  
Print Name of Clerk

  
Print Name of Chairman

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: \_\_\_\_\_  
William F. Patty  
Chief Counsel

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Steve Graben, P.E.  
Southeast Region Engineer

\_\_\_\_\_  
Bradley B. Lindsey, P.E.  
State Local Transportation Engineer

\_\_\_\_\_  
Edward N. Austin, P. E.  
Chief Engineer

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

\_\_\_\_\_  
John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND  
SIGNED BY THE GOVERNOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
KAY IVEY  
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER 2024 05-28-01 AL EVENT #059 DALE-01

BE IT RESOLVED, by the Dale County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**To replace a metal pipe culvert on CR-15, 0.6 miles south of CR-68; LAT. 31.599762, LONG. -85.606420; FHWA Disaster #AL 2024-01; ALDOT Event 059; Dale-01; ER-9079( ); CPMS Ref# 100078631.**

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be 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 on file by the County.

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 named therein, at a regular meeting of such Commission held on the 28 day of MAY, 2024, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

Cheryl Gentry  
County Clerk

Steve McKinnis  
Chairman

28 day of MAY, 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 28 day of MAY, 2024.

Cheryl Gentry  
County Clerk

(AFFIX SEAL)



EXHIBIT A

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

**EXHIBIT H**

Page 1

**EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

## EXHIBIT H

## Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

**EXHIBIT H****Page 3**

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

**EXHIBIT H**

Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

## EXHIBIT H

Page 5

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

**COUNTYS' CERTIFICATIONS**

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

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 Form-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 COUNTY 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, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY 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.

AL EVENT #059 DALE-01

**STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION  
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL  
ACCESS FUNDED COUNTY AND CITY PROJECTS**

**No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.**

**A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.**

**The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.**

**Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.**

**In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.**

AL EVENT #059 DALE-01

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:

  
BUREAU CHIEF/REGION ENGINEER

APPROVAL:

  
CHIEF ENGINEER

APPROVAL:

  
TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

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



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

## **DALE COUNTY ROAD AND BRIDGE**

### **MEMORANDUM**

Date: May 28, 2024

To: Dale County Commission

From: Matt Murphy  
County Engineer

Subject: Request Surplus Equipment (to be sold on govdeals.com)

<b>Asset No:</b>	<b>Description</b>	<b>Model/Serial Number</b>
2430 (Solid Waste)	2012 Chevrolet Silverado	1GCNCPEX6CZ252184
2461	2013 Int'l 4300 Sign Truck	1HTJTSKM2DH153139

Commission Approved:

\_\_\_\_\_  
Date

# Town of Newton

P.O. Box 10  
Newton, Alabama 36352

**Lonnie E. Daniels, III**  
**MAYOR**

Phone: (334) 299-3361

Fax: (334)299-3174

---

**COUNCIL**

**Adam Chancey**  
**District 1**

**Sharolyn Sidebottom**  
**District 2**

**Jeff Jordan**  
**District 3**

**Kathy Snow**  
**District 4**

**Wayne Marsh**  
**District 5**

---

**Sheri Crawford**  
**Town Clerk**

April 23, 2024

Attn: Dale County Commission

I am requesting your help in aiding the Town of Newton with road repair work and general road maintenance on Stanford Hill Road.

The Town Council has agreed to pay up to \$20,000 for materials providing the county will do the work.

On behalf of the Town Council and the citizens of the Town of Newton, I officially and wholeheartedly express my appreciation and gratitude for any assistance that you can offer.

Sincerely,



Lonnie E. Daniels  
Mayor  
Town of Newton

## **RESOLUTION**

**WHEREAS**, Stanford Hill Road is located in the Town of Newton and is populated by numerous persons and,

**WHEREAS**, the ownership of this said Road was formerly a County Road, owned and maintained by Dale County, Alabama, by and through its Commission and,

**WHEREAS**, this County Road was taken over in the early 1990's by the Town of Newton and thereafter maintenance was not performed by Dale County and,

**WHEREAS**, the Town of Newton has no equipment to maintain the roadway for safe passage of residents, school buses and invitees and,

**WHEREAS**, Dale County does not desire to assume ownership of the roadway and,

**WHEREAS**, Dale County does recognize the dire circumstances of the roadway and its present substandard condition and,

**WHEREAS**, Dale County has agreed to assist the Town with maintenance on Stanford Hill Road if so requested by the Town of Newton,

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NEWTON THAT:**

1. That the Town officially requests the assistance of Dale County, Alabama in maintaining Stanford Hill Road to insure safe passage.
2. That the Town enter into a cooperative agreement with Dale County to assure the maintenance of Stanford Hill Road.
3. The Town will obtain necessary rights-of-way from the owners having property adjacent to the roadway and further, the Town will obtain space necessary for safe turnaround of the County's motorgrader or other necessary equipment.
4. The agreement with Dale County shall be on an annual basis and subject to renewal each year.
5. The Town of Newton officially and wholeheartedly expresses herein its appreciation for assistance of Dale County, Alabama as aforesaid.



Resolution  
Page-2-

**THIS RESOLUTION** was adopted by affirmative Council vote with a quorum present on the date set forth below, with the same to be executed by the Mayor and attested by Town Clerk.

APPROVED AND ADOPTED this 4th day of September, 2012.

By: Ted Stanford  
Ted Stanford, Mayor

Attest: Nina Dickerson  
Nina Dickerson, Town Clerk

SEAL

Accepted October 22, 2012



OFFICE OF THE GOVERNOR

**KAY IVEY**  
GOVERNOR



ALABAMA DEPARTMENT OF ECONOMIC  
AND COMMUNITY AFFAIRS

**KENNETH W. BOSWELL**  
DIRECTOR

**STATE OF ALABAMA**

May 22, 2024

The Honorable Steve McKinnon  
Chairman of Dale County Commission  
202 South Al-123  
Ozark, Alabama 36360

Dear Chairman McKinnon:

RE: Proposed CDBG Economic Development Grant for Roadway Improvements to Assist the  
Development of Averitt Express in Dale County, Alabama

The Alabama Department of Economic and Community Affairs (ADECA) will be pleased to support the Dale County Commission in its efforts to provide roadway improvements to assist with the development of an Averitt Express facility, resulting in the creation of 20 new full-time or full-time equivalent jobs within Dale County. ADECA's support will be in the form of Community Development Block Grant Economic Development (CDBG ED) funds in the amount of \$180,000 for such roadway improvements.

The CDBG ED grant will be contingent upon the availability of funds, eligibility of activities, and the County's agreement that the company will create at least 20 new full-time or full-time equivalent jobs, 51% of which jobs are to be made available to persons who are of low income and moderate income. It is ADECA's intention that the total number of new jobs are to be created within two years following the completion of this roadway construction project. ADECA's CDBG ED support also requires the County to contribute local matching funds in the amount of \$36,000, which is 20% of the CDBG ED grant amount, as the County's local matching funds commitment toward this project.

ADECA's commitment of this CDBG ED funding is subject to ADECA's receipt of the following from the County:

- (1) a letter of commitment to the County from the company that is proposed to be assisted via this project wherein the company commits to developing its business at the proposed project development location within the County, and the company also commits to creating the 20 full-time or full-time equivalent jobs over a two-year period as a result of this CDBG ED grant assistance, with at least 51% of those jobs (11 jobs) being for persons of low income and moderate income, and
- (2) a CDBG ED grant application requesting \$180,000 in CDBG ED grant funds to be submitted to ADECA from the County within thirty (30) days from the date on which the County receives the commitment letter from the company.

If the County will not be able to submit the company's commitment letter to ADECA, and/or if the County will not be able to submit a CDBG ED grant application to ADECA within the described thirty (30)



The Honorable Steve McKinnon  
Page 2

day period of time after ADECA's receipt of the company's commitment letter, then the County may submit to ADECA – at least ten days prior to that 30<sup>th</sup> day – a written request for an extension of ADECA's commitment on this project.

If we can be of further assistance, then please call us.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. W. Boswell" with a stylized flourish at the end.

Kenneth W. Boswell  
Director

KWB:KAR:cdm

cc: Matthew Murphy, Dale County Engineer  
Emily VanScyoc, Grant Administrator, Southeast Alabama Regional Planning and  
Development Commission (SEARPDC)