

Dale County Commission

Commission Meeting Minutes – December 10, 2024

The Dale County Commission convened in a regular session Tuesday, December 10, 2024. The following members were present: Chairman Steve McKinnon; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; and District Four Commissioner Frankie Wilson. Absent: District One Commissioner Chris Carroll.

Chairman McKinnon called the meeting to order at 10:00_{am}. Commissioner Wilson opened with prayer. Commissioner Enfinger followed with the Pledge of Allegiance.

APPROVED - AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Enfinger made a motion to approve:

Agenda: with the addition 1) Agreement with Alabama's Secretary of State's Office 2) Capital Fund- Fund 116 – Expenditure.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 101091 101175.
- Payroll Check Numbers: 155001 155004.
- Direct Deposit Check Numbers: 430745 430897.

Minutes: Commission Meeting of November 26, 2024.

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

APPROVED - BID AWARD

Commissioner Enfinger made a motion to approve to award the bid for CDBG Project # CY-ED-PF-23-016 to Wiregrass Construction Co., Inc. See Exhibit 1.

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

APPROVED - RESOLUTION

Commissioner Wilson made a motion to approve a Resolution for CDBG Project #CY-ED-PF-23-06. See Exhibit 2.

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

APPROVED - SOLID WASTE COLLECTION

Commissioner Enfinger made a motion to approve a Solid Waste Collection procedures. See Exhibit 3.

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

APPROVED – CANCEL COMMISSION MEETING

Commissioner Enfinger made a motion to approve to cancel the commission meeting on December 24, 2024.

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

<u>APPROVED – SECRETARY OF STATE AGREEMENT</u>

Commissioner Grantham made a motion to approve an agreement with Alabama's Secretary of State's office. See Exhibit 4.

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

APPROVED – CAPITAL FUND EXPENDITURE

Commissioner Grantham made a motion to approve an expenditure from Capital Fund 116. See Exhibit 5.

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

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ANNOUNCEMENT - NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Wednesday, January 14, 2025, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Wilson made a motion to adjourn the meeting. Commissioner Grantham 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.

Sture thes

Steve McKinnon, Chairman



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

DALE COUNTY ROAD AND BRIDGE

December 4, 2024

County Engineer

Matthew W. Murphy, P.E.

Steve McKinnon, Chairman Dale County Commission 202 S. Highway 123, Suite A Ozark, AL 36360

Re: Bid Recommendation Street Resurfacing CDBG Project No. CY-ED-PF-23-016

Dear Chairman McKinnon:

Bids were received, opened, and read in public on December 3, 2024 for the street resurfacing project. A total of two (2) bids were received. They were as follows for the Total Bid:

1.	APAC-Alabama, Inc.	\$267,254.75
2.	Wiregrass Construction Company, Inc.	\$268,014.28

A certified tabulation of all bids received is attached. As required in the bid documents, both bidders submitted with their bid a 5% bid bond from a surety company listed in U.S Treasury Circular 570.

The bid of APAC-Alabama, Inc. was the low bid responsive bid for the referenced project in the amount of TWO HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$267,254.75).

I recommend the street resurfacing contract be awarded to APAC-Alabama, Inc.

Sincerely,

Matthew W. Murphy, P.E. County Engineer

Dale County Commission		
CDBG Project No. CY	-ED-PF-23-016	
December 3,	2024	
Bidder	Total Bid	
Wiregrass Construction Company, Inc.	1268,014.28	
APAC-Alabama, Inc.	\$ 267, 254.75	

CDBG Project No. CV-ED-PF-23-016 **Dale County Commission Certified Bid Tabulation**

TOTAL CONSTRUCTION \$267,254.75 TOTAL COSTS 59,350.00 \$1,840.00 S3,880.00 \$42,280,00 \$44,426,00 513,5000D \$69,825,00 \$27,900.00 52,911.75 526,770,00 \$7,800.00 \$1,000.00 \$4,000.03 57,800.00 52,500.00 5240,00 \$760.00 572.00 \$400.00 00'006'F\$ \$1,000.00 UNIT PRICE **S105 UD** \$26,770.00 \$2,500 00 00'SEIS 51**87.0**0 00.000E,E2 000265 591.60 00 E6\$ \$920,00 510.00 \$10.00 \$10,00 00'E\$ 59 50 53.50 \$4 00 NUMP SUM QUARE FOD QUARE FOD QUAHE YARI QUARE FOO GALLON FACH EACH EACH MILE MILE MILE MILE MILE UNIT NO 10V NOL 10N 10N SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAVER, LEVELING, 3/8- MAXIMUM AGGREGATE SIZE MIX, ISAL RANGE A/B (UNIFOHM) WIDEFING, 1-1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B SUPERPART BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING. UPERPAVE BITUMINDUS CONCRETE WEARING SURFACE LAYER, 1/2" (5" WIDE) PATCHING, 1' MAXIMUM ASGREGATE SIZE MIK, ESAL RANGE A/B (301W **2) (5" WIDE) 3/8" MAXIMUM AGGREGATE SIZE MIX, FSAL RANGE A/B {SPOT} APAC-Alabama, Inc. SUPERPAVE BITUMINOUS CONCRETE UPPER RINDER LAYER. UPERPAVE DITUMINOUS CONCRETE UPPER BINDER LAYER. MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B JOIA-244 BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE SOUD YFLLOW, CLASS 2, TYPE A, TRAFFIC STRIPE SOUD WHITE, CLASS 2 TYPE A , TRAFFIC STRIPF JOBA-002 | TRATIFIC CONTROL MARKINGS, CLASS 2 ,TYPE A BITUMBROUS TREATMENT & WITH POLYMER 705A-032 PAVEMENT MARKERS, CLASS A-H, TYPE 1-D PAVEMENT MARKERS, CLASS A-II, TYPE 2-D EMPORARY TRAFFIC CONTROL MARKINGS DESCRIPTION YOIC-000 DRUKI N LEMPORARY TRAFFIC STRIPE SOUD TEMPORARY TRAFFIC SINIPE 740B-000 CONSTRUCTION SIGNS OT LIZATION ACK COAT PILOT CAR 701C-001 100-0E02 7400-000 1248-640 424B-648 701A 227 UES-ALOT 760-8407 401B 10B 4248-700 4248-70D 424A-349 600A-000 405A-UD0 ITEM NO. ESTIMATED OUANTITY 306.5 12080 N 8 1000 ñ a 92 SRU 8 59 ន 300 \$268,014.28 10711 COSTS \$2,314.0B 536,240 0D 573,150.00 \$11,750.00 \$31,500.00 \$16,530.00 00'056'855 \$12,300.00 \$1,610.00 55,400,00 00 052'25 \$7,740.00 52,413 00 00'0ZR'25 5242.40 573.20 \$404.00 \$767.60 5500.00 \$16,500.00 \$3,870.00 5500 UU UNIT PRICE \$110.0D 00.2523 \$105.00 53,87U.0U \$2,413.00 \$10.10 IUTAL CONSTRUCTION \$110.00 \$123,00 \$955.00 \$10.10 510.10 00.20152 \$7.55 \$5.40 **00'ES** \$3.05 SQUARE FOOT SQUARE FOOT SQUARE FOD LUMP SUM SQUARE YAR EACH MILE MILE EACH EACH GALLON MILE INN MILE MILF NOI JON **NOL** TON TON Wiregrass Construction Company, Inc. SUPERPAVE DITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/8* MAXIMUM AGGREGATE SIZE MIK, ESAL RANGE A/B (SPOT) WIDF NING, 1-1/2" MAXIMUM AGGREGATE SIZE MIK, ESAL RANGÉ A/B SUPLAPANC BIT UMINOUS CONCRETE UPPER BINDER LAVER, LEVELING, 3/8* MAXIMUM AGGREGATE SIZE MIK, ESAL RANGE A/8 (UNIFORM) SUPERPAVE BITUMITIOUS CONCRETE WEAKING SURFACE LAYCR, 1/2* BOIN _5 (30IW -2) (30 wipt) PATCHING, 1" MAXIMUM AGGREGATE SIZE MIK, ESAL RANGE A/B SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, UPERPAVE BITUMITOUS CONCRETE UPPER BINDER LAYER. MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B BROKEN VELLOW, CLASS 2, TYPE A TRASFIC STRIPE SOUD YELLOW, CLASS 2, TYPE A, TRAFFIC STRIPE SOUD WHITE, CLASS 2 TYPE A , TRAFFIC STRIPE TRAFFIC CONTROL MARKINGS, CLASS 2 , TYPE A DITUMINOUS TREATMENT G WITH POLYMER 705A-037 PAVEMENT MARKERS, CLASS A.H. TYPE 2-0 PAVEMENT MARKERS, CLASS A-H, TYPE 1-B TCMPORARY TRAFFIC CONTROL MARKINGS DESCRIPTION BROKEN TEMPORARY TRAFFIC STRIPE SOUD TEMPORARY TRAFFIC STRIPE CONSTRUCTION SIGNS NOUTATINBON 7400-000 PILOT CAR TACK CON 7408-000 701C-001 424B-70D 4248-700 4248-640 701A-230 7034-244 7010-000 /03A-002 100-OEOV 705A-032 4018-108 405A-000 4248-64K 600A-000 701A-227 424A 349 ITEM ND. QUANTITY 12050 1000 306*.*5 2 26 485 ğ 300 Ş 665 s 3 2 N

Prin March 5 ż Z Grant Administrato

County Engineer

Exhibit 1

Resolution for Project Construction No. _____ CDBG Project No. CY-ED-PF-23-016

WHEREAS, the Dale County Commission has received a FY 2023 Community Development Block Grant from the Alabama Department of Economic & Community Affairs (Project No. CY-ED-PF-23-016) in which the Dale County Commission was the grantee, as set forth in Title I of the Housing and Community Development Act of 1976; for the purpose of street improvements to benefit Averitt Express, Inc.; and

WHEREAS, the Dale County Commission, requires specific project construction services in conjunction with the implementation of its Community Development Block Grant for the proposed improvements as specified in the FY 2023 CDBG ED application; and

WHEREAS, the Dale County Commission followed the competitive bid law process in the selection of construction services of the proposed street improvements as set forth in the FY 2023 CDBG application to support street improvements.

NOW, THEREFORE BE IT RESOLVED, the Dale County Commission, the governing body of Dale County, Alabama, formally awards to the lowest bidder, APAC-Alabama, Inc., with a bid of **\$267,254.75**, the construction contract to provide street improvements as outlined in the FY 2023 CDBG ED application funded by the Alabama Department of Economic and Community Affairs (ADECA).

FURTHERMORE, that Steve McKinnon, as the chief elected official of the Dale County Commission, be authorized to enter into a contract with **APAC-Alabama**, **Inc.** for said construction services.

PASSED AND APPROVED ON THIS THE 10th DAY OF December, 2024.

Steve McKinnon, Chairman

Chris Carroll, District 1 Commissioner

Donald/O. Grantham, District 2 Commissioner

(SEAL)

Cheryl Ganey, County Administrator

Adam Enfinger, District 3 Commissioner

Frankie Wilson, District 4 Commissioner

Exhibit 3

DALE COUNTY SOLID WASTE MANAGEMENT SOLID WASTE COLLECTION PROCEDURE

- Notice of Violation: When an account reaches 6 months past due, a Notice of Violation of Alabama's Solid Wastes Disposal Act is issued, providing the customer with a minimum of 30 days to pay the balance in full. If payment is not received within this period, the solid waste department will attempt to retrieve the garbage can. Other active accounts that are already beyond 6 months due, will also receive the Notice of Violation and the process will be the same.
- 2. Service Charge for Can Retrieval: If the garbage can is retrieved due to non-payment, a \$25 service charge will be added to the account. The full account balance must be cleared for the can to be returned.
- 3. Notification to Contractor: Should the initial retrieval attempt be unsuccessful; we will notify the solid waste collection contractor with the address and can number. Upon notification, the contractor will suspend service to that address, a \$25 service charge will be added to the account.
- Collection Escalation: If these steps do not result in payment within 60 days of the Notice of Violation, the account will be referred to the law firm designated for account collections for further collection efforts.
- 5. New Customer Agreement: All new customers must sign an agreement acknowledging liability for any court costs associated with potential collection actions.
- 6. **Inactive Accounts:** All inactive, past-due accounts will be turned over to collections. Legal action on these accounts is limited to a 6-year statute of limitations from the date of the last payment.

DALE COUNTY SOLID WASTE MANAGEMENT SOLID WASTE COLLECTIONS AGREEMENT

The undersigned understands and agrees that all charges for goods and/or services rendered are due immediately upon receipt of invoice and shall be considered delinquent upon the expiration of thirty (30) days of invoice. In the event of default in payment, the account will be placed for collection, and the undersigned agrees to pay all costs of collection, including reasonable attorney's fees and costs of court incurred in the collection of same, whether such outstanding balance is satisfied prior to or after initiation of a lawsuit. By signing below, the undersigned affirmatively acknowledges having read the same before signing. Furthermore, the undersigned hereby waives any and all state and federal personal property exemptions, wage exemptions, and homestead exemptions of the undersigned's state of residence and state of operation in the event of judgment, levy, or garnishment.

Signature:		Date:
Printed Name and Title:		
SSN:	DOB:	
Address:		
City, State, Zip:		
Phone:		

OFFICE OF DALE COUNTY SOLID WASTE MANAGEMENT 202 SOUTH HWY 123 SUITE A OZARK, AL 36360

NOTICE OF VIOLATION OF ALABAMA'S SOLID WASTE DISPOSAL ACT

Customer	
Address	
ACCT #	

Our records indicate that as of **November 7, 2024**, your solid waste collection balance is <u>\$198.00</u>. You are hereby notified that you are in violation of ALABAMA'S SOLID WASTES DISPOSAL ACT (Solid Waste Law 22-27-1) as implemented by Dale County requiring mandatory public participation in and subscription to the County's solid waste collection and disposal services. If payment of your past due service fees has not been made by **December 7, 2024**, the Dale County Solid Waste Management will be required to retrieve your provided garbage can until said payment is made. If retrieval of garbage can is not possible, your service will be suspended until said payment is made.

IF YOUR GARBAGE CAN IS RETRIEVED OR SERVICE SUSPENDED FOR NON PAYMENT, A SERVICE CHARGE OF \$25 WILL BE ASSESSED AND ADDED TO YOUR OUTSTANDING BALANCE DUE.

Alabama Solid Waste Law mandates that you properly participate in the County's solid waste collection and disposal system unless you have been issued a written certificate of exception or an exception from the State Health Department or County Health Officer. The law provides that any person failing to properly participate (including payment of fees) in the County's solid waste collection and disposal service system shall be guilty of a misdemeanor and upon conviction, shall be fined not less than \$50.00 and not more than \$200.00, and, if the violation or failure or refusal to obey or comply is a continuing one, each days violation shall constitute a separate [criminal] offense and shall be punished accordingly. In addition, the County may also file suit against you to collect the balance owed by you as well as court costs. Any civil suit filed by the County will not stop any criminal prosecution for violation of the Alabama Solid Waste Law. Persons refusing to bring their account in good standing within 60 days of this letter will be turned over to our collection attorney.

Exhibit 4

OFFICE OF DALE COUNTY SOLID WASTE MANAGEMENT 202 S HIGHWAY 123 SUITE A OZARK, AL 36360 (334) 774-6212

SERVICE FEES FOR SOLID WASTE MANAGEMENT

DEPOSIT (REFUNDABLE)	\$50.00
MONTHLY SERVICE (1 CAN) YEARLY SERVICE (1 CAN)	\$18.00 \$216.00
MONTHLY SERVICE (ADDITIONAL CAN) YEARLY SERVICE (2 CANS)	\$14.00 \$384.00
LATE FEE (CHARGED MONTHLY IF BALANCE DUE)	\$5.00
SERVICE CHARGE FOR NONPAYMENT (After Notice of Violation, and no response)	\$25.00
DAMAGED CAN FEE (ONLY CHARGED IF CUSTOMER DAMAGES CAN DUE TO NEGLIGENCE)	\$75.00

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DECEMBER 9, 2024

AGENCY AGREEMENT

The ______C County Commission hereby authorizes the Alabama Secretary of State to act as its agent for the purposes of paying postage necessary and performing the mailing of certain notices pursuant to the National Voting Rights Act of 1993 to voters as required by Act 2021-534 and collecting reimbursements from the State Elections Fund. The County Commission understands that the Secretary of State will be paying postage on the voter notifications required by §17-4-30(a), <u>Code of Alabama (1975)</u>, from monies the County is entitled to for such costs from the State Elections Fund pursuant to §17-4-31, <u>Code of Alabama (1975)</u>. The County Commission also agrees that the business reply mail account fee and business reply postage charges will remain its responsibility for which it may be reimbursed by the State of Alabama under the normal operation of the Act.

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County Commission Chairperson

Wes Allen, Secretary of State

Request from Engineer:

\$ 15,000.00 Electrical work for new fuel system. Matt will get an updated invoice this afternoon.

Exhibit 5

Courthouse AC

Original approved 11/26/24	-	\$ 9,358.50
Invoice received	1 - 2	<u>\$ 9,916.50</u>

Difference: \$ 558.00



Hagler Heating & Cooling, Inc 186 North Union Avenue, Ozark, Alabama 36360 United States Invoice 57502287 Invoice Date 11/22/2024 Completed Date 11/22/2024 Customer PO 34597 Payment Term Due Upon Receipt Due Date 11/22/2024

Billing Address		Job Address
Dale County Commission		Dale County Commission- Court
202 S Hwy 123		House
Ozark, AL 36360 USA		100 East Court Square
		Ozark, AL 36360 USA
	Description of Work	- ·

Task #	Description	Quantity	Your Price	Your Total
HVAC-DIAG-111	Trip Fee covers all drive time to job and first 30 minutes of labor on job to diagnose problem with unit. If more time is needed for diagnostics the technician will inform customer of problem. Performed service test with Trane VRF service on 8.0 ton VRF condenser on roof. Nonrefundable if system is replaced.	1.00	\$108.00	\$108.00
Ser-Materials	Performed service test with Trane VRF service dept. on system to clear codes on t-stats and confirm the unit has bad failing compressor 5 hours.	1.00	\$450.00	\$450.00
DMS-194	Recover all refrigerant from the system. Remove existing compressor and install new OEM compressor. With recover of Freon and charge system with 25lbs of r-410a. Properly evacuate and charge system.	1.00	\$7,887.00	\$7,887.00
DMS-182	Replace manufacturer specific control board that controls all operations on the ductless outdoor unit.	1.00	\$1,471.50	\$1,471.50
			Member Savings	\$1,039.83

A +		Member Savings	\$1,039.83
3rd Fluor	12/4/24	Sub-Total Tax	\$9,916.50 \$0.00
210 M	Sh	Total Due	\$9,916.50
		Balance Due	\$9,916.50

Thank you for choosing Hagler Heating & Cooling, Inc.

This invoice in the amount of \$9,916.50 is agreed and acknowledged. Payment is due upon receipt. A service fee of \$30 will be charged for any returned checks.

ALL ESTIMATES ARE VALID FOR 30 DAYS. ANY ESTIMATE THAT IS APPROVED AFTER 30 DAYS WILL BE SUBJECT TO A SERVICE CALL FEE OF \$108 DURING BUSINESS HOURS AND \$135 AFTER BUSINESS HOURS.

** ANY BALANCE UNPAID GREATER THAN 15 DAYS WILL BE SENT TO COLLECTIONS. **

I find and agree that all work performed by Hagler Heating & Cooling, Inc has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.



Hagler Heating & Cooling, Inc 186 North Union Avenue, Ozark, Alabama 36360 United States

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Estimate 57547850 Job 57502287 Estimate Date 11/7/2024 Customer PO 34594

Dale C 202 S I	Address Dunty Commission Iwy 123 AL 36360 USA Estimate Details	Dale Hou 100	Address County Commiss ise East Court Square rk, AL 36360 USA	
8 TON COMPR	ESSOR REPLACEMENT			
Service #	Description	Quantity	Your Price	Your Total
DMS-194	Recover all refrigerant from the system. Remove existing compressor and install new OEM compressor. With recover of Freon and charge system with 25lbs of r-410a. Properly evacuate and charge system.	1.00	\$7,887.00	\$7,887.00
DM5-182	Replace manufacturer specific control board that controls all operations on the ductless outdoor unit.	1.00	\$1,471.50	\$1,471.50

Member Savings	\$1,039.83
Sub-Total Tax	\$9,358.50 \$0.00
Total Est. Financing	\$9,358.50 \$269.17

2

Thank you for choosing Hagler Heating & Cooling, Inc

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Hagler Heating & Cooling, Inc as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed. ALL ESTIMATES ARE VALID FOR 30 DAYS. ANY ESTIMATE THAT IS APPROVED AFTER 30 DAYS WILL BE SUBJECT TO A SERVICE CALL FEE OF \$108 DURING BUSINESS HOURS AND \$135 AFTER BUSINESS HOURS.