



Dale County Commission

Commission Meeting Minutes – April 22, 2025

The Dale County Commission convened in a regular session Tuesday, April 22, 2025, the following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger District; and District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Carroll opened with prayer. Commissioner Grantham followed with the Pledge of Allegiance.

APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the agenda.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 102142 – 102267.
- Payroll Check Numbers: 155026 – 155029.
- Direct Deposit Check Numbers: 432257 - 432401.

Minutes: Commission Meeting of April 8, 2025.

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

APPROVED – PERSONNEL

Commissioner Wilson made a motion to approve the following:

- Trisha Huckaba – Soil & Water Coordinator – Soil & Water Conservation – New Hire.
- Christian Bostrom – Engineer Asst III – Engineering – Promotion.

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

APPROVED – TRAVEL

Commissioner Enfinger made a motion to approve the following:

- Richard Oldham, Joshua Hice – Jail – Jail Training – May 21-22, 2025.

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

APPROVED – CLASSIFICATION & PAY PLAN

Commissioner Carroll made a motion to approve, after a 10-day review, a Solid Waste Collection Clerk job description addition to the Dale County's Classification and Pay Plan. See Exhibit 1.

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

APPROVED – JOB DESCRIPTION

Commissioner Grantham made a motion to approve a 10-day review of a job description. See Exhibit 2.

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

APPROVED – INTERNET AGREEMENT

Commissioner Carroll made a motion to approve an internet agreement with C-Spire for both the Jail and Sheriff office. See Exhibit 3.

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

APPROVED – CAPITAL FUNDS EXPENDITURE

Commissioner Wilson made a motion to approve an expenditure for the Creel Richardson building and Government Building. See Exhibit 4.

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

APPROVED – ALDOT LSRI GUARDRAIL AGREEMENT

Commissioner Grantham made a motion to approve an ALDOT LSRI Guardrail agreement. See Exhibit 5.

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

APPROVED – SE AL REGIONAL PLANNING BOARD APPOINTMENT

Commissioner Wilson made a motion to appoint Mr. Derek Dickens as a regular board member with the term of 04/22/25 to 04/22/28.

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

APPROVED – EMS FUNDING

Commissioner Grantham made a motion to approve the EMS funding for the 1st Quarter, 2025. See Exhibit 6.

Commissioner Carroll 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, May 13, 2025, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

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

Solid Waste & Collections Clerk

Division	Department	Location
Solid Waste	County Commission	Dale County Commission

Reports To
Engineer

Job Summary
Performs clerical activities in support of the Sanitation Office.

Duties and Responsibilities

Performs receptionist duties including answering the phone, routing calls, assisting visitors, and providing assistance when needed.

Accepts revenues and prepares daily deposits.

Prepares all records as required.

Files claims, judgments, and other documents as needed.

Mails late payment letters and non-user letters.

Maintains department files.

Serves a liaison between the solid waste provider and the Dale County Commission.

Calculates and mails monthly bills and late fees.

Monitor status of all accounts and completes monthly status reports.

Notifies necessary personnel of any needed actions.

Coordinates with Compliance Officer and provides detail account information.

Processes and verifies Social Security exemptions annually.

Other duties as required.

Cross-training as required.

Solid Waste & Collections Clerk

Supervisory Responsibilities

None

Physical Demands

Standing

Up to 33%

Walking

Up to 33%

Sitting

33% to 66%

Stooping, Kneeling, Crouching,

Up to 33%

Climbing or Balancing

Up to 33%

Use Hands to Finger, Handle,

Up to 33%

Reaching with Hands and Arms

Up to 33%

Tasting or

Up to 33%

Talking or Hearing

33% to 66%

Lifting

Up to 10lbs

Up to 33%

Up to 25lbs

Up to 33%

Up to 50lbs

Up to 33%

Up to 100lbs

Up to 33%

More than 100lbs

Up to 33%

Vision

Close Vision

Yes

Distance Vision

Yes

Depth Perception

Yes

Ability to Adjust

Yes

Color Vision

No

Peripheral Vision

Yes

No Special Vision Requirements

Specific physical duties

Must see well enough to read print and numbers without error.

Needs body mobility to bend, lift, and stand.

Noise: Moderate

Specific Noise Duties

Exposure to an indoor office environment.

Comments

Must follow all safety procedures.

Must be willing to work overtime and non-standard hours as required.

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

Must be willing to become a Notary Public.

Solid Waste & Collections Clerk

Job Specifications

Education

High school diploma or equivalent.

Work Experience

Prefer prior experience in a similar office environment.

Licenses

As required.

Preferences

Must have good oral and written communication skills with basic math skills.

Should have a general knowledge of computers and other standard office equipment.

Date April 9, 2025

Maintenance Supervisor

Division	Department	Location
Maintenance	County Commission	Dale County Commission
Reports To		
County Chairman		

Job Summary

Performs technical, administrative and management work overseeing the daily operations of the Maintenance Department; this includes directing and prioritizing new building projects as well as maintenance on all County owned buildings and properties. Duties include overseeing all activity of building maintenance, develop short and long range plans, performs administrative duties, manages special projects and events, supervises employees, and assisting with the facilities operating budget. Responds to complaints to determine action required by Maintenance Department personnel and works to seek resolution. Oversees Maintenance staff, assigning tasks and projects, provides information and direction on how to complete assignments and inspects work for quality and timeliness. Keeps records on repairs and maintenance performed on buildings and equipment. Responds to after-hours emergency calls. Required to make purchasing decisions set forth in County policies & State law. Annual reporting to State Ethics Commission.

Duties and Responsibilities

- Conducts monthly inspections of all buildings and performs electrical, plumbing, and structural repairs as needed.
- The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with the County Chairman, Maintenance staff, other County employees, and the general public.
- Supports and communicates all County implemented safety policies/guidelines and training techniques to employees and develop an ongoing safety-first work environment.
- Monitors County facilities to identify any repair needs and makes minor repairs as necessary.
- Monitors the need for work of outside contractors and vendors in the performance of all maintenance related functions.
- Prepares and administers bids and contracts, applying AL bid laws, with outside vendors to implement department functions to include facility construction/repair/maintenance, major fleet purchases, etc.
- Maintains records of repairs and maintenance performed.
- Adheres to all safety and fire prevention rules and reports unsafe conditions to County Chairman immediately.
- Ensures unsafe conditions are immediately communicated and implements corrective procedures and practices for unsafe conditions.
- Light carpentry skills.
- Provides for building and grounds maintenance.

Duties and Responsibilities Cont.

- Maintains voting machines, prepares machines for elections, and troubleshoots elections.
- Other duties as assigned.

Knowledge, Skills & Abilities

- Knowledge of general building maintenance and facilities operations including plumbing, heating, cooling, and electrical systems as needed to maintain the buildings' structure and plant operations in proper condition. Preferred certified in HVAC and Plumbing.
- Knowledge of materials, methods and means of commercial construction and commercial cleaning.
- Ability to accurately read and interpret blueprints and wiring diagrams.
- Ability to efficiently perform minor HVAC, electrical, and plumbing repairs.
- Ability to understand and follow oral and/or written policies, procedures, and instructions.
- Ability to prepare and present accurate and reliable reports containing findings and recommendations.
- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks.
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines.
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology.
- Integrity, ingenuity, and inventiveness in the performance of assigned tasks.

Maintenance Supervisor

Supervisory Responsibilities

Physical Demands

Standing

Walking

Sitting

Stooping, Kneeling, Crouching,

Climbing or Balancing

Use Hands to Finger, Handle,

Reaching with Hands and Arms

Tasting or

Talking or Hearing

Lifting Up to 10lbs Up to 25lbs Up to 50lbs Up to 100lbs More than

Vision Close Vision Distance Vision Depth Perception Ability to Adjust

Color Vision Peripheral Vision No Special Vision Requirements

Specific physical duties

See well enough to read regular print and numbers. Hear well enough to converse with and understand others. Speak well enough to be understood by others. Body movement or mobility to bend, lift, twist, and stretch. Strength to lift heavy packages, move office furniture, and perform plumbing duties.

Noise Very Quiet Quiet Moderate Loud Noise Very Loud Noise

Specific Noise Duties

Comments

Willing to work overtime when needed. Willing to wear appropriate safety attire.

Maintenance Supervisor

Education/Work Experience

- High School Diploma or GED; and
- Considerable experience in the maintenance and minor repair of buildings and grounds; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Licenses

- Valid Alabama driver's license.

Preferences

- Certified in HVAC and Plumbing.

Date: April 22, 2025



Order Form and Master Terms & Conditions

BILLING INFORMATION		
Customer Name		Sales Representative
DALE COUNTY SHERIFFS DEPT JAIL AMEX		Charlie Smith
Billing Address		Proposal Reference
PO BOX 279		Q-512606
Tax ID		Contract ID
970230252		
City, State	Zip Code	Billing Contact Phone
OZARK, AL	36361	334-714-7344
Billing Contact Name		Billing Contact E-mail
Aaron Meeks		aaron.meeks@dalecountyal.gov
Technical Contact		Technical Contact Phone
Aaron Meeks		334-714-7344
Technical Contact Email		Service Term (Months)
aaron.meeks@dalecountyal.gov		36

It has been explained to the customer listed above ("Customer", "me" or "I"), and I understand that the prices listed on Exhibit A of this order form (this "Order Form") and in all other C Spire Business ("Company") materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges. In ordering service(s) listed on Exhibit A (the "Service(s)") on this date, I understand that I may be receiving a special promotional offer and certain installation charges may have been waived. I therefore agree to subscribe to the Service(s) or an upgrade thereof for the Service Term set forth above, commencing on the date any Service is activated. If I do not fulfill the entire Service Term, I agree to pay Company, upon billing, the total monthly Service charges multiplied by the number of months remaining in the Service Term plus, if applicable, up to \$300 for installation charges ("Early Termination Fees"). In the case of the termination of Service(s), I acknowledge that all or part of my deposit, if any, may, in the sole discretion of Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended from time as set forth therein.

This Order Form (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC"), the Master Service Level Agreement ("MSLA"), and all applicable Service Level Agreements, each of which are located at <http://www.cellularsouth.com/business-resource/agreements-policies/> (ii) applies only to the Services or Products covered by this Order Form and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Order Form, the MTC, MSLA, Service Agreements(s), and any other written documents attached hereto or incorporated herein are the "Agreement". Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC. The Company shall be deemed to have accepted this Order Form on execution and delivery by Customer.

Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

Pricing valid for 30 days from date of proposal. Taxes and fees not included.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC, and Troy Cablevision, Inc.

If this agreement includes Azure and/or AWS Services, the amount quoted is an estimate only. The actual amount billed and invoiced will be based on actual consumption as calculated by the public cloud provider.

By signing below, I acknowledge that I have read, agree to, and accept the information listed above, below, and incorporated herewith, including the Master Terms and Conditions referenced herein.

Customer Name:	<i>Dale Co Commission</i>
By:	<i>Steve McKinnon</i>
Print Name:	<i>Steve McKinnon</i>
Title:	<i>Chairman</i>
Date:	<i>04-22-25</i>

Exhibit A – Product and Services

Dale County Jail Annex: 124 Adams Street, Ozark, AL 36360 (City Limits: Yes)							
Item	Description	Service Type	Quantity	Billing Frequency	Monthly Per Unit	Monthly Cost	Upfront
Small Business Internet	GPON INTERNET BUS 500/250 - 158	New	1	Monthly	\$299.95	\$299.95	\$0.00
Static IP	STATIC IP ADDRESS - STA	New	1	Monthly	\$10.00	\$10.00	\$0.00
Location Totals:						\$309.95	\$0.00

Summary		
Location	Monthly	Total Upfront
Dale County Jail Annex: 124 Adams Street, Ozark, AL 36360	\$309.95	\$0.00

Monthly Billing Frequency Summary		
Location	Total	
124 Adams Street, Ozark, AL 36360		\$309.95
Monthly Total:		\$309.95

All Locations Totals	Total Monthly	Total Upfront
	\$309.95	\$0.00

Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

Pricing valid for 30 days from date of proposal. Taxes and fees not included.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC and Troy Cablevision, Inc.

If this agreement includes Azure and/or AWS Services, the amount quoted is an estimate only. The actual amount billed and invoiced will be based on actual consumption as calculated by the public cloud provider.



C Spire Installation Information & Acknowledgments

C Spire is building a custom designed and engineered circuit to provide high speed fiber optic internet and / or Voice over Internet Protocol (VoIP) service to your business. Installation and deployment costs to deliver C Spire fiber internet are significant and based on the completion of the tasks bulleted below. The deployment estimates below are only approximate, impacted by several variables, and cannot be guaranteed for a specific service delivery date.

Standard Deployment Steps - Voice Only Service

- **Estimated Deployment Timeline** - 45 days from order acceptance by C Spire. Customer must have confirmation of acceptable internet service and bandwidth required.
- **Site Survey** – A C Spire technician will schedule a visit to determine wiring, call flow, phone numbers and verify acceptable internet bandwidth to support VoIP service.
- **Customer Premise Equipment Configuration** – Design and build routers and switches for installation.
- **Phone Installation** – A scheduled day to install phones and other needed equipment.
- **Phone Number Port** – Moving phone numbers from current carrier to C Spire. Porting is estimated to complete approximately 5 – 10 business days after the new C Spire phones are installed.

Standard Deployment Steps - Internet via Fiber Optic Cable

- **Estimated Internet Fiber Deployment Date** - 90 calendar days from order acceptance by C Spire
- **Estimated Voice Services Deployment** – 15 - 25 days after Internet installation (see steps above)
- **Field Survey** – An engineer will determine the best route to customer premise and determine verification of conduit, easements, right of ways, etc.
- **Engineering Drawings** – CAD drawings for construction and permit application with city, county, DOT, etc.
- **Permitting** – Working with agencies to approve construction
- **Construction** – Trench or bore fiber optic cable
- **Fiber Splice** – Connectivity of fiber to C Spire's network/customer premise
- **Engineering/Field Services** – Program and deploy electronics for service

Additional circumstances that may also cause a delay to deployment:

- delay by governing city/state organizations for permit approval
- obtaining required permits to cross rivers or railroad tracks (up to 1 year)
- obtaining required permits to cross federal interstate routes
- delays due to long periods of bad weather delaying physical construction.

Equipment and Contruction Costs – Payment

In reliance upon your agreement to receive fiber services, C Spire will expend considerable capital expense to commence deployment to your business.

- **Customer acknowledges** that the construction and equipment cost to deliver C Spire fiber internet to your business is significant, and Customer agrees to begin paying for such cost through regular monthly billing within 60 days after installation is complete. Otherwise, full payment for the construction and equipment cost will be due within 60 days of installation.

Business Relocation, Business Sale or other Termination of Service

- **Customer acknowledges** that this is a custom designed and engineered service for the sole use of the business named in the Telecom Service Agreement (TSA) at the specific business address at the time of installation.
- **Customer acknowledges** that they are responsible to complete the full term of the service acknowledgement on the TSA or otherwise be subject to **Early Termination Fees (ETFs)** as outlined on the TSA.
- **Customer acknowledges** that the relocation, sale or closure of the business for the location in which the service was delivered will result in **Early Termination Fees (ETFs)** unless the service is otherwise assigned, with the permission of C Spire, to a new business entity willing to assume a new contract for service at said location.
- **Customer acknowledges** that since this is a custom designed and engineered service to a specific location it cannot be moved or relocated to a new address without the full process of the initial installation as described above and with a new corresponding TSA.

You therefore acknowledge that you have read and agree to the C Spire Telecommunications Service Agreement (TSA), which contains important information, including the assessment of penalties for early termination or cancellation of your service once the internal C Spire service delivery process has begun from the date of signature and C Spire order acceptance.

You also acknowledge C Spire shall not be liable to Customer in any way for failure to commence or complete deployment of the services by the estimated timelines provided.

Initial:

Page 2

DakotaCom - Steve McQuinn 04-22-25
Customer Name Date

Steve McQuinn
Customer Signature

Page 2

Initial:

Page 1



Telecommunications Service Agreement Amendment

BILLING INFORMATION		
Customer Name		Sales Representative
DALE COUNTY SHERIFFS DEPT		Charlie Smith
Billing Address		Proposal Reference
PO BOX 279		Q-512604
Tax ID		Contract ID
970230252		00274429
City, State	Zip Code	Billing Contact Phone
OZARK, AL	36361	334-714-7344
Billing Contact Name		Billing Contact E-mail
Aaron Meeks		aaron.meeks@dalecountyal.gov
Technical Contact Name		Technical Contact E-mail
Aaron Meeks		aaron.meeks@dalecountyal.gov

Customer acknowledges that it is purchasing the products and services listed on Exhibit A and except as expressly amended by this Amendment, the terms and conditions of Customer's original agreement referenced below remain in full force and effect. Early termination fees and adjusted pricing may apply.

Original Agreement Number	Original Agreement Name	
00274429		
Original Contract Customer Name	Original Contract Start Date	Original Contract End Date
DALE COUNTY SHERIFFS DEPT	2018-12-18	2020-05-17

Client Authorized Signature	Date
<i>Steve M. Meeks</i>	04-22-23

- Provide permissions for delegated users to access various portions of the service(s), including but not limited to viewing CPNI such as billing and call detail information
- View/Modify Billing Account Information
- Place Orders, View Order History and Order Details
- View/Modify Product and Service Inventory
- View Call Detail Information
- View Billing History and Invoices
- View Payment History
- Make Payments
- View Submitted Support/Service Tickets
- Create/Modify Support/Service Tickets

By affixing my signature below, I acknowledge and consent to the Organization's automatic enrollment in the C Spire Self-Service system, which includes C Spire's ebilling platform, and all invoicing and payment for C Spire services shall be handled via this system. I understand that other billing options are available through the C Spire online portal.

I acknowledge and agree that the Authorized Administrator(s), and any users designated by the Authorized Administrator(s), may bind Organization contractually as governed by the terms of the applicable Service Agreement executed by Customer and C Spire.

Pricing valid for 30 days from date of proposal. Taxes and fees not included.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC. and Troy Cablevision, Inc.

If this agreement includes Azure and/or AWS Services, the amount quoted is an estimate only. The actual amount billed and invoiced will be based on actual consumption as calculated by the public cloud provider.

Name of Person executing this form:

Email Address

Contact Phone Number:

Steve McKinney Chairman
 Steve.McKinney@dalzcounty.al.gov
 334-774-6025

Client Name	Client Title
Dale C. Commission	Chairman

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC, and Troy Cablevision, Inc.

Exhibit A – Product and Services

113 W REYNOLDS ST OZARK AL 36360 (City Limits -)							
Item	Description	Service Type	Quantity	Billing Frequency	Monthly Per Unit	Monthly Cost	Upfront
Small Business Internet	GPON INTERNET BUS 50/25 Speed: 50/25	Change From	-1	Monthly	\$139.95	\$-139.95	\$0.00
Small Business Internet	Speed: 500/250	Change To	1	Monthly	\$299.95	\$299.95	\$0.00
Location Totals:						\$160.00	\$0.00

Summary		
Location	Monthly	Total Upfront
113 W REYNOLDS ST OZARK AL 36360	\$160.00	\$0.00

Monthly Billing Frequency Summary	
Location	Total
113 W REYNOLDS ST OZARK AL 36360	\$299.95
Monthly Total:	\$299.95

All Locations Totals	Total Monthly	Total Upfront
	\$160.00	\$0.00

Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

Pricing valid for 30 days from date of proposal. Taxes and fees not included.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC and Troy Cablevision, Inc.

If this agreement includes Azure and/or AWS Services, the amount quoted is an estimate only. The actual amount billed and invoiced will be based on actual consumption as calculated by the public cloud provider.

Use this form to appoint Authorized Administrator(s) for your organization.



C Spire Account Authorization

Account Name: DALE COUNTY SHERIFFS DEPT

Billing Address:

PO BOX 279
OZARK, AL 36381

Full Federal Tax Identification Number: 970230252

Please complete required information below for at least one Authorized Administrator that will have Full Authorization on the Account which shall include the ability to access Organization Customer Proprietary Network Information ("CPNI"). Up to two are allowed.

Authorized Administrator 1 (required):

First Name:

Last Name:

Email Address:

Mobile Phone Number:

Authorized Administrator 2 (optional but recommended):

First Name:

Last Name:

Email Address:

Mobile Phone Number:

The Billing address listed above and Authorized Administrator(s) email address(es) will serve as the official addresses of record for this account. If you have a previous Authorized Administrator, that you wish to be removed, contact Assist for Business at 1-855-277-4732 or enterprisesupport@cspire.com to request removal. Otherwise the Authorized Administrator(s) listed above will be added to the list of Authorized Admins for your account.

Provide any additional details/explanation:

During the onboarding process, your Organization will receive a dedicated C Spire Account Manager, who will serve as point of contact for any concerns you may have.

The Federal Communications Commission (FCC) has established rules related to Customer Proprietary Network Information (CPNI). These rules, as codified in 47 C.F.R. 64.2010, require procedures to verify and authenticate customers before providing access to CPNI, which includes call detail and certain billing information. C Spire is committed to customer privacy and security of customer information and its privacy practices are described at cspire.com/privacypolicy.com, and the Terms and Conditions applicable to C Spire Business products and services contains a confidentiality provision. C Spire's authentication and verification practices with respect to CPNI access are similar for our residential and business customers. However, because C Spire and Organization have a contractual business relationship and Organization has access to a C Spire dedicated representative, pursuant to the FCC's rules, C Spire may implement different requirements regarding the authentication procedures to be used to verify authorized users prior to providing access to the Organization's CPNI. In all cases, this business relationship with C Spire will reflect C Spire's long-standing protection of customer account information and our practices of not using or disclosing such information except to provide services or as permitted or required by law. In certain situations, C Spire may verify and authenticate a Customer representative's authority to discuss account information through communications with the person claiming to be the account holder, or based on the personal relationship between the C Spire representative and the Customer representative.

By affixing my signature below, I, _____, warrant and represent that I am authorized by _____ Organization, and have obtained the necessary permissions to provide authorization to the above named individual(s), to be designated as an Authorized Administrator(s). I consent and bind Organization via the use of this addendum (whether executed manually or electronically) to verify and authenticate Authorized Administrator(s) for the Account, and to allow Authorized Administrator(s) to delegate to additional users via the C Spire online portal the ability to access certain Organization account information and access CPNI-related information. I understand and agree that C Spire shall send a security PIN and unique login to the email address(es) listed above for the Authorized Administrator(s) during the service initiation process, which shall require Authorized Administrator(s) to establish a password-protected online account as part of the service initiation. I further understand and acknowledge that the Authorized Administrator(s) and any delegated users will be authenticated by C Spire using multi-factor authentication prior to being allowed access to Organization CPNI. In addition, notifications of general Account changes, such as a change to an address of record, shall be sent only to the Authorized Administrator(s).

Authorized Administrator(s) will have the ability to do the following:

- Manage Organization Name's Billing Account
- Add/Modify additional "Authorized Administrators"
- Add/Modify additional delegated users

Docusign Envelope ID: 330D7BA6-28D2-4ED6-B3F2-8F5FA907A879

Signature: 

Execution Date: 



HAGLER

HEATING & COOLING

Proposed by:
JOHN MARTIN
 186 N. Union Ave.
 Ozark, AL 36360
 Tel : 334-701-0866
 john@haglerac.com
 www.haglerac.com
 HVAC STATE
 LICENSE # 00157
 REFRIGERATION
 STATE LICENSE #
 51409

DALE COUNTY SHERIFFS
 OFFICE
 113 West Reynolds Street
 OZARK, AL 36360
 Tel : 334-714-7344
 aaron.meeks@dalecountyal.gov

FACTORY
 AUTHORIZED
 DEALER



Turn to the experts



CARRIER MINI SPLIT

Your Investment

\$4,629

MODELS

Carrier
37MHHAQ12AA3

• Comfort Series
 • Inverter Driven
 • Heat Pump

• 10 year parts limited

• 10 year compressor limited warranty by the original purchasing owner upon
 timely registration

Carrier
45MHHAQ12XC3

• Comfort Series
 • Single-Stage
 • High Wall
 • Heat Pump
 • 10 year limited parts warranty

• Must be registered within 90 days of installation

Net Investment

\$4,629

INCLUDED SERVICES:

- 24 HOUR SERVICE GUARANTEE - HAGLER HEATING AND COOLING OFFER 24/7 SERVICE YEAR ROUND
- CARRIER FACTORY AUTHORIZED DEALER GUARANTEEING 100 PERCENT CUSTOMER SATISFACTION
- NEW CLEAN DRY DUCTLESS REFRIGERANT LINES WITH NEW INSULATION
- NEW ELECTRICAL DISCONNECT WITH NEW SEAL TIGHT INSULATION WHIPS
- NEW CONTROL WIRE WITH NEW SEAL TIGHT INSULATION
- NEW DRAIN WITH PUMP
- OUTDOOR WALL BRACKET
- COMPLETE SYSTEM SURGE PROTECTION
- CLEAN UP AFTER INSTALLATION AND HAUL AWAY OLD EQUIPMENT
- PERMIT FEES

BOE

HAGLER

HEATING & COOLING


Proposed by:
 JOHN MARTIN
 186 N. Union Ave.
 Ozark, AL 36360
 Tel : 334-701-0866
 john@haglerac.com
 www.haglerac.com
 HVAC STATE
 LICENSE # 00157
 REFRIGERATION
 STATE LICENSE #
 51409

DALE COUNTY COMMISSION
 AG PLEX
 202 AL 123
 OZARK, AL 36360
 Tel : 334-714-7344
 aaron.meeks@dalecountyal.gov

FACTORY
 AUTHORIZED
 DEALER



Turn to the experts



CARRIER MINI SPLIT

Your Investment

\$4,891

MODELS

Carrier
 37MHAQ12XC3
 Comfort Series
 Single-Stage
 High Wall
 Heat Pump

10 year limited parts warranty
 must be registered within 90 days of installation

Carrier
37MHAQ12AA3

- Comfort Series
- Inverter Driven
- Heat Pump
- 10 year parts limited
- 10 year compressor limited warranties to the original purchasing owner upon timely registration

Net Investment

\$4,891

INCLUDED SERVICES:

- 24 HOUR SERVICE GUARANTEE - HAGLER HEATING AND COOLING OFFER 24/7 SERVICE YEAR ROUND
- NO SURPRISES WITH INSTALLATION OF EQUIPMENT OR PRICING GUARANTEE
- TAKING CARE OF YOUR HOME BY USING DROP CLOTHS THROUGHOUT THE WORK AREA AND MAKING SURE WE DO NOT DAMAGE OR LEAVE YOUR HOME DIRTY
- EXPLAIN SYSTEM OPERATION ONCE THE INSTALL IS COMPLETE BY THE LEAD INSTALLER AND ONCE AGAIN BY COMFORT ADVISOR DURING THE FOLLOW UP
- NEW ROMEX 10/2 WITH/GRD ELECTRICAL CIRCUIT TO SUPPLY POWER TO HVAC SYSTEM.
- NEW DRAIN WITH PUMP
- COMPLETE SYSTEM SURGE PROTECTION
- PERMIT FEES
- CARRIER FACTORY AUTHORIZED DEALER GUARANTEEING 100 PERCENT CUSTOMER SATISFACTION
- 30 PLUS YEARS OF HEATING AND COOLING COMPLETE SYSTEM INSTALLATION EXPERIENCE
- USING DIGITAL GAUGES TO ENSURE YOUR NEW SYSTEMS REFRIGERANT IS CHARGED TO THE MANUFACTURER SPECS
- NEW CLEAN DRY DUCTLESS REFRIGERANT LINES WITH NEW INSULATION
- NEW CONTROL WIRE WITH NEW SEAL TIGHT INSULATION
- LEVELING AND INSTALLING A NEW OUTDOOR PAD TO HELP WITH NOISE REDUCTION AND UNIT LIFE EXPECTANCY
- CLEAN UP AFTER INSTALLATION AND HAUL AWAY OLD EQUIPMENT

Dale LRSI-2325()

**CONSTRUCTION
AGREEMENT
FOR A
LOCAL ROADS SAFETY INITIATIVE PROGRAM
PROJECT**

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

**Guardrail and Guardrail End Anchors
at 4 Sites: CR-121, CR-445, CR-13, CR-19**

**Project No. LRSI-2325()
CPMS Reference No. 100079531**

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 on a project for the installation of Guardrail and Guardrail End Anchors at Site 1(BIN 0007450) on CR-121 over Little Choctawhatchee River; Site 2 (BIN 0013193) on CR-445 over Cowpen Creek; Site 3 (BIN 012768) on CR-13 over Judy Creek; Site 4 (BIN 012996) on CR-19 over Blacks Creek; Project No. LRSI-2325(); CPMS Reference No. 100079531.

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. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent Local Roads Safety Initiative (LRSI) funds with 10 percent COUNTY funds. Any deficiency in Federal Aid or overrun in costs will be borne by the COUNTY from County Federal Aid funds, if available, and from COUNTY funds unless approved in writing by the STATE. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 90 percent of eligible LRSI project costs.
- B. **Estimated Cost:** The estimated cost and participation by the various parties is as follows:

ESTIMATED COSTS	
LRSI	\$268,496.28
County Funds – 10%	\$ <u>29,832.92</u>
TOTAL (Incl CE&I & Indirect Cost)	\$298,329.20

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.

Dale LRSI-2325()

Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

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 project shall be advanced to authorization by the end of the fiscal year, unless approved in writing by the State. The COUNTY agrees that the STATE may unilaterally extend the time of the agreement.

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.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will 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.

- 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 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 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. 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

Dale LRSI-2325()

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.

Dale LRSI-2325()

- 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.

Date LRSI-2325()

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: <u>Steve McGowan</u>	By: <u>Cheryl Gasey</u>	
As Mayor <u>Chairman</u>	Clerk (Signature)	
<u>Steve McGowan</u>	<u>Cheryl Gasey</u>	
Print Name of Mayor <u>Chairman</u>	Print Name of Clerk	

(AFFIX SEAL)

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

By: _____
 Legal Counsel for
 Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

<u>Joshua W. Kervin, P.E.</u> Southeast Region Engineer	<u>Bradley B. Lindsey, P.E.</u> 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

Dale LRSI-2325()

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER 2025-04-22

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 the:

Installation of Guardrail and Guardrail End Anchors at Site 1 (BIN 0007450) on CR-121 over Little Choctawhatchee River; Site 2 (BIN 0013193) on CR-445 over Cowpen Creek; Site 3 (BIN 012768) on CR-13 over Judy Creek; Site 4 (BIN 012996) on CR-19 over Blacks Creek; Project No. LRSI-2325(); CPMS Reference No. 100079531.

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 22 day of April, 2025, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

22 day of April, 2025, 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 22 day of April, 2025.

County Clerk

(AFFIX SEAL)

Dale LRSI-2325()

STD CONTRACT EXHIBITS**REV. 9/19/16****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.

STD CONTRACT EXHIBITS**REV. 9/19/16****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.

STD CONTRACT EXHIBITS**REV. 9/16/2021****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

Dale LRSI-2325()

49 C.P.R. parts 37 and 38;

STD CONTRACT EXHIBITS
REV. 9/19/16

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,

**STD CONTRACT EXHIBITS
REV. 9/19/16****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.

**STD CONTRACT EXHIBITS
REV. 9/19/16****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.

**STD CONTRACT EXHIBITS
REV. 9/19/16****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.

COUNTY'S 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.

Dale LRSI-2325()

**STD CONTRACT EXHIBITS
REV. 9/19/16****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.

**STD CONTRACT EXHIBITS
REV. 9/19/16****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.

EMS FUNDS January-March, 2025

ARITON	\$	3,285.00
DALEVILLE	\$	13,611.00
ECHO	\$	21,089.70
LEVEL PLAINS	\$	1,500.00
MARLEY MILLS	\$	237.36
OZARK EMS	\$	20,958.30

\$60,681.36

EMS Funding January-March, 2025

% OF FUNDS TO BE DISTRIBUTED (3% for Rev Commission already taken out)	CARRY OVER FROM PREVIOUS QTR	FUNDS AVAILABLE	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RESPONSE/CALLS FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$ -	\$ 16,425.00	\$ 16,425.00	Ozark EMS	1447/1450	\$ 206,675.01	\$ 16,425.00	\$ -
				Daleville	299	\$ 66,891.00	\$ 13,611.00	
				Clayhatchee				
				Level Plains	contract w/ enterprise	\$ 1,500.00	\$ 1,500.00	
23%	\$ -	\$ 15,111.00	\$ 15,111.00			\$ 68,391.00	\$ 15,111.00	\$ -
				Ariton	70/78	\$ 5,717.96	\$ 3,285.00	
				Marley Mill *	36/36	\$ 237.36	\$ 237.36	
10%	\$ 1,242.86	\$ 6,570.00	\$ 7,812.86			\$ 5,955.92	\$ 3,522.36	\$ 4,290.50
				Skipperville				
				Echo	535/537	\$ 25,412.36	\$ 10,512.00	
				Choctawhatchee				
				Ewil				
16%	\$ -	\$ 10,512.00	\$ 10,512.00			\$ 25,412.36	\$ 10,512.00	\$ -
				Newton (30%) Contract with Ozark Jan 24		see ozark	\$ 4,533.30	
				Pinckard (30%) Contract with Echo Jan 24		see Echo	\$ 4,533.30	
				Midland City (30%) Contract with Echo Jan 24		see Echo	\$ 4,533.30	
				Grimes (5%) Contract with Echo Jan 24		see Echo	\$ 755.55	
				Napier Field (5%) Contract with Echo Jan 24		see Echo	\$ 755.55	
23%	\$ -	\$ 15,111.00	\$ 15,111.00			\$0.00	\$ 15,111.00	\$ -
		\$ 1,242.86	\$ 63,729.00	\$ 64,971.86				

Exhibit 6

Total to distribute this period	\$ 63,729.00
Total carryover	\$ 1,242.86
	\$ 64,971.86

Total Funds for Current Quarter	3% for Rev Comm
\$ 65,700.00	\$ 1,971.00
Total qtr distribution	\$ 63,729.00

\$ 64,971.86	total EMS funding to distribute
\$ 64,971.86	Total on Books 705-23600-000
\$ -	difference

Total to Pay Out:	60,681.36
Total Ending Balance:	\$ 4,290.50