



# ***Dale County Commission***

**Commission Meeting Minutes - August 13, 2019**

The Dale County Commission convened in a regular session Tuesday, August 13, 2019. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 10:50am. Commissioner McKinnon opened with the Pledge of Allegiance. Commissioner Gary followed with prayer.

## **APPROVED – AGENDA**

Commissioner Wilson made a motion to approve the agenda with the following changes: 1) Removing: proclamation in support of proposed State Veterans home site. 2) Adding: Letter to mayors of municipalities in south Dale County. 3) Change: employment of Blake German- correct position is Courthouse Security in Sheriff's office.

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

## **APPROVED – MEMORANDUM OF WARRANTS**

Commissioner McKinnon made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 84146-84355.
- Payroll Check Numbers: 154592-154597.
- Direct Deposit Check Numbers: 31729-31870.

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

**APPROVED – JULY 23, 2019 MINUTES**

Commissioner Carroll made a motion to approve the Minutes of the Commission Meeting on July 23, 2019.

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

**APPROVED – PERSONNEL**

Commissioner Wilson made a motion to approve the hiring of the following:

- Sheriff Department – Justin Davis – Deputy Sheriff – New Hire
- Sheriff Department – Steve Enfinger – Deputy Sheriff – New Hire
- Sheriff Department – Blake German – Courthouse Security - Transfer

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

**APPROVED – EMERGENCY MANAGEMENT SERVICES FUNDING**

Commissioner McKinnon made a motion to approve Emergency Management Services (EMS) funding. See Exhibit 1.

Commissioner Carroll seconded the motion, all voted aye with the exception of Commissioner Gary who voted nay. Motion carried.

**APPROVED – LETTER TO MAYORS**

Commissioner McKinnon made a motion to approve a letter to the mayors of Midland City, Newton, Pickard, Napier Fields, and Grimes regarding Emergency Management (EMS) funding. See Exhibit 2.

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

**APPROVED – ACCA LEGISLATIVE COMMITTEE**

Commissioner Gary made a motion to approve Frankie Wilson as Dale County's representative for the 2019-2020 ACCA Legislative Committee.

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

**APPROVED – EMPLOYMENT CONTRACT – COUNTY ENGINEER**

Commissioner Carroll made a motion to approve the employment contract for the County Engineer, Derek Brewer. See Exhibit 3.

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

**APPROVED – CAPITAL EXPENDITURE – HERBICIDE SHED – ROAD & BRIDGE**

Commissioner Gary made a motion to approve expenditures in the amount of \$30,200.00, from the Capital Expenditure Fund 116, for the erection of a building by Trinity Metal Buildings & Supplies, Inc. See Exhibit 4.

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

**APPROVED – CAPITAL EXPENDITURE – HERBICIDE SHED – ROAD & BRIDGE**

Commissioner Wilson made a motion to approve expenditures in the amount of \$2,850.00, from the Capital Expenditure Fund 116, for the concrete slab (part of erection of a building) by Ralph Brown. See Exhibit 5.

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

**APPROVED – RESURFACE ROAD – ROAD & BRIDGE**

Commissioner Gary made a motion to approve expenditures for the following projects: 1) DCP-23-10-19, Wynnwood Circle, \$169,432.50. 2) DCP23-10-19 (Country Estates), \$204,107.50. Also, budget amendments for Funds 117 and 119. See Exhibit 6.

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

**APPROVED – CAPITAL EXPENDITURE – HERBICIDE SHED – ROAD & BRIDGE**

Commissioner McKinnon made a motion to approve expenditures in the amount of \$3,000.00 from the Capital Expenditure Fund 116, for the purchase of concrete (part of erection of a building) from Quality Concrete.

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

**APPROVED – LANDFILL CONSULTANT CONTRACT – INERT LANDFILL**

Commissioner Gary made a motion to approve the contract with Highland Technical Services, Inc. in the amount of \$7,500.00 for a landfill consultant. See Exhibit 7.

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

**TABLED – AWARDING OF BID - SOLID WASTE**

After opening the bids for the Solid Waste collection services. Commissioner Carroll made a motion to table the awarding of the bid. Also, stating that the records are not to be made public until after a bid as been awarded.

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

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, August 27, 2019 at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commission Gary made a motion to adjourn the meeting. Commissioner Wilson seconded the motion. All voted aye. Motion carried.

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



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Mark Blankenship, Commission Chairman

# EMS Funding

April - June, 2019

Total Available Funds: \$79,235.76

Date Commission Approved: 8/13/2019

% OF FUNDS TO BE DISTRIBUTED	BEGINNING BALANCE	FUNDS AVAILABLE APR-JUN 19	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RUNS FOR QUARTER	FUNDS REQUESTED	REDISTRIBUTED*	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$0.00	16,380.00	\$16,380.00	Ozark EMS	1398	\$16,380.00	\$14,280.70	\$30,660.70	\$0.00
				Daleville	No report	\$15,825.00		\$13,435.46	
				Clayhatchee	No report	\$0.00			
				Level Plains	No report	\$1,634.14		\$1,634.14	
23%	\$0.00	15,069.60	\$15,069.60			\$17,459.14		\$15,069.60	\$0.00
				Ariton	27	\$4,789.58		\$4,789.58	
				Marley Mill	No report	\$1,719.44		\$1,719.44	
10%	\$2,189.56	6,552.00	\$8,741.56			\$6,509.02		\$6,509.02	\$2,232.54
				Skipperville	0	\$0.00			
				Echo	128/51	\$13,363.05	\$14,280.70	\$24,763.90	
				Choctawhatchee	No report	\$0.00			
				Ewil	No report	\$0.00			
16%	\$0.00	10,483.20	\$10,483.20			\$13,363.05	\$14,280.70	\$24,763.90	\$0.00
				Dale Co EMS	13	\$0.00		\$0.00	
				Newton	No report	\$0.00		\$0.00	
				Pickard	No report	\$0.00		\$0.00	
				Midland City	No report	\$0.00		\$0.00	
				Grimes	No report	\$0.00		\$0.00	
				Napier Field	No report	\$0.00		\$0.00	
23%	\$13,491.80	15,069.60	\$28,561.40			\$0.00	(\$28,561.40)	\$0.00	\$0.00

\*January 1, 2019 to August 6, 2019: 171 EMS calls were made to the south end of the County. 26 of those calls were made by Midland City, Pilchard, Wicksburg, and Dale Rescue. The other 145 were made by Echo and Ozark.



# Dale County Commission

**Commission Chairman**  
*Mark Blankenship*

<b>Commissioners</b>	
<i>Chis Carroll</i>	<i>District 1</i>
<i>Steve McKinnon</i>	<i>District 2</i>
<i>Charles W. Gary</i>	<i>District 3</i>
<i>Frankie Wilson</i>	<i>District 4</i>

**County Administrator**  
*Cheryl Ganey*

August 14, 2019

To: The Mayors and Councils of the Towns of Newton, Pinckard, Napier Field, Grimes and Midland City

From: The Dale County Commission, Chairman Mark Blankenship

RE: EMS Funding

Dear Mayors and Councils,

The legislature passed HB 209 on January 23, 2018, which provided for a fee on certain tag transactions in the County and the disbursement of the funds to EMS providers. This legislation was passed at the request of the Dale County Commission so that additional funding for EMS services throughout the county could be raised and in particular, the South portion of Dale County which had no regular EMS services for its citizens.

The Act specifically gave the County Commission the authority to use a portion of the EMS funds to contract with private emergency medical services if it is determined that EMS services are not be provided adequately in a portion of the County. The Commission has access to call logs for EMS services in the County and it is apparent that in the several months since the Act took effect and the tag fee has been collected that there is-as of this date- either no EMS service or inadequate service in southern Dale County.

The Commission has been advised by our legal counsel that the Commission is obligated under the terms of the Act to use the sums available for EMS services for the citizens in unserved areas of the County. Therefore, please be advised that if your Town, or a joint coalition of your Towns, do not begin adequate and qualified EMS services within your service areas within 30 days from the date of this letter, the Commission will seek out other public or private entities as necessary to provide the EMS service for your area. Once contracted, the EMS provider(s) so selected shall receive the funds which you would have received had you individually, or as a cooperative group, provided EMS services in your areas.

The Commission regrets this notification to you but is legally and ethically required to carry out its obligations as stated in the Legislative Act for the health and safety of the citizens of the County.

Dale County Commission

By: 

Chairman

**EMPLOYMENT CONTRACT**  
**DALE COUNTY COMMISSION**

This Agreement is made this 13<sup>th</sup> day of August 2019 between Dale County, hereinafter referred to as EMPLOYER, and Derek S. Brewer, hereinafter referred to as EMPLOYEE, a Registered Engineer, number 24037 under the laws of the State of Alabama. This contract shall take effect immediately upon the conclusion of the existing contract so there shall be no lapse in employment.

**ARTICLE ONE**

**TERM OF EMPLOYMENT:** The employer hereby employs the employee and the employee hereby accepts employment with the employer for three years, beginning on the 1st day of December, 2019 and continuing until the 1<sup>st</sup> day of December, 2022. This Agreement may be terminated by the employer or employee at an earlier date, as hereinafter provided.

**CONTRACT RENEWAL:** The County Commission shall notify the employee, in writing, that it intends to non-renew the employee's contract within 180 days' notice prior of the end of the contract. In the event employee is not notified of the cancellation of the contract within said period prior to the end of the contract, then this employment contract shall automatically rollover into a new two-year contract, ending 1<sup>st</sup> day of December, 2024, under the same terms and conditions as stated herein.

**ARTICLE TWO**

**DUTIES OF EMPLOYEE:** The employee is hereby employed into the position of the County Engineer for Dale County as the same is defined in Chapter 6 of Title 11 of the 1975 Code of Alabama as amended. The Engineer shall have and be vested with all authority contained in said statutes. During the period of employment outlined herein, the Engineer agrees to make use of the ability, expertise, and the training which he possesses in performing the responsibilities hereinafter described and also to perform his service as said Engineer in accordance with and in keeping with the Code of Ethics of his profession. The Commission agrees to continually employ the Engineer in said position and to fully cooperate and assist him in the performance of his duties as they are outlined in the aforesaid statute. The Commission further agrees to indemnify the Engineer from all liability should suit be filed against the Engineer for acts done within the line and scope of his duties as County Engineer. The Engineer also agrees to reside in Dale County during term of employment.

**ARTICLE THREE**

**COMPENSATION:** As compensation rendered under this Agreement, the employee shall be entitled to receive from the employer a salary of one hundred fifty thousand, fifty-seven dollars and eighty-four cents (\$150,057.84) per annum. The employee shall be entitled to the same increase and at the same time as granted to other Dale County employees. The employee shall also be entitled to the State's share only of any State salary reimbursement increases granted to County Engineers. The compensation during each such employment year shall be payable in equal installments payable in the same manner that the other County Employees are paid, which will be consistent with the County bookkeeping system, and prorated for any partial employment period.

**ARTICLE FOUR**

**EMPLOYEE BENEFITS:** The employer agrees to include the employee in the Retirement Systems of Alabama, any and all hospital, surgical, dental and/or any other medical benefit plan, or any other benefit plan granted and given to any other County employee.

**HOLIDAYS:** The employee shall be entitled to a holiday with full pay of any and all holidays as granted to any and all other County employees.

**VACATION PAY:** During the term of this Agreement, the employee shall accrue paid vacation as granted and given to any other County employee under the county personnel rules. Unused vacation leave shall be carried over from existing contract to this contract.

**PAID SICK LEAVE:** The employee shall be entitled to paid sick leave as granted and given to all other county employees with comparable service time under the County Personnel Rules. Unused sick leave shall be carried over from existing contract to this contract.

**ADDITIONAL BENEFITS:** In addition to the benefits as stated above, the employer and the employee agree that the employee shall be furnished an automobile or pick-up truck and all expenses thereof, i.e., insurance, maintenance, fuel, oil, tags and expenses incidental to said vehicle, including general upkeep, which shall be paid for by the employer. It is hereby expressly agreed that the employee shall operate and use said vehicle as a condition of his



employment, except that said vehicle, as with all county furnished transportation, shall not be used for strictly personal travel.

#### ARTICLE FIVE

**TERMINATION:** Employee may cancel this contract without cause by giving employer 90 days advance notice. The agreement may be cancelled by employer only for cause which shall include, but not limited to the following: unethical, immoral, or illegal conduct, gross negligence, willful conduct or failure to follow directives by the Commission. In the event of the cancellation of the contract for cause, employee shall be entitled to be notified of the charges of misconduct, evidence against him, and have a due process hearing before the Commission. Nothing herein shall prevent the employer and employee from mutually agreeing to the cancellation of the employment contract under such terms and conditions as may be agreed.

**EFFECT OF TERMINATION ON COMPENSATION:** In the event of the termination of this Agreement by the employee prior to the completion of the terms of employment as specified herein, the employee shall be entitled to the compensation earned by him up to the date of termination. In the event of a termination of the employee for cause that is sustained after due process for employee, then employee shall not be entitled to further pay or benefits after said termination other than payment for unused vacation pay as previously stated herein.

#### ARTICLE SIX

**GENERAL PROVISIONS:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mail notices should be addressed to the parties at their current mailing address. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) days after mailing.

**LAW GOVERNING AGREEMENT:** This Agreement shall be governed by and construed in accordance with the Laws of the State of Alabama.

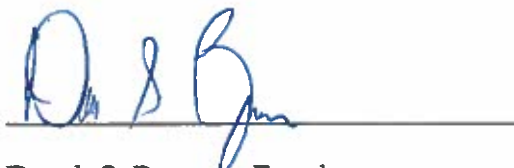
**PAYMENT OF MONIES DUE DECREASED EMPLOYEE:** If the employee dies prior to the expiration of the term of employment, any monies that may be due him from the employer under this Agreement as of the date of his death shall be paid to his executor or administrator, or, if no executor or administrator has been appointed, then to his heirs.

**LEGAL CONSTRUCTION:** In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable to any respect, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Done on this 13 day of August, 2019 by the Dale County Commission.



Mark Blankenship, Chairman



Derek S. Brewer, Employee

SEAL: Sworn to and subscribed before me this 13 day of August, 2019.



Cheryl Ganey, Notary Public, Commission expires June 1, 2022

**Trinity Metal Buildings & Supplies, Inc.**  
 1174 Holmes Creek Rd., Slocomb, Al 36375  
 Phone: 334-886-9078 Fax: 334-886-7078  
**BUILT ON THE SOLID ROCK OF JESUS CHRIST**

Proposal

**Exhibit 4**

Proposal submitted to:	Date : <b>July 24, 2019</b>
Name : <b>Dale Co. Road and Bridge</b> Per: <b>Derek Brewer</b>	Job Location: <b>Same As</b>
Street : <b>202 so.Hwy.123 suite A</b>	Phone : <b>334-774-5875</b>
City, State : <b>Ozark , Al. 36360</b>	Fax :

We hereby propose to furnish labor and materials to fabricate, deliver and erect a Trinity Metal Building to include the following:

**"TMB" 36'x 50'x 14' enclosed 2/12 pitch**

- 2 - Post and beam end wall
- 1 - Main frames I-Beam
- 8"- 16 gauge perlins and side wall girts
- 26- galvalume roof panels and side walls (PBR)
- 3"- insulation in roof and side walls (R-11)
- Standard Trim Package
- 1 - 3'x 3' exhaust fan
- 1 - 3070 walk thru door w/ dead bolt lock
- 2 - 12'x 12' Roll up door w/ chain hoist and header seal
- Anchor Bolts and settings
- Customer to provide concrete slab to erect building on
- 1 Year workmanship warranty on building and 40 year on panels wall and roof

In the amount of **Thirty Thousand Two Hundred Dollars (\$30,200.00)** to be made as follows:

- \$ 5,550.00 Due upon acceptance of proposal
- \$21,650.00 Due upon delivery of materials
- \$ 3,000.00 Due upon completion of job

This quote does not include land clearing, fill dirt, dirt work, plumbing, electrical, HVAC, concrete, insulation, or permits unless otherwise stated. If roll up doors are included, some may have minor "dings" from shipping. If Trinity is to erect building, additional charges may result if access to the entire perimeter of the building is obstructed or otherwise limited. Power for tools used during erection will be provided by the buyer. If power is not provided, the necessary use of Trinity's generators will result in additional charges. If concrete is included, we are not responsible for any debris that falls into the foundations such as: leaves from nearby trees, or any other debris that cannot be controlled. If concrete is provided by someone other than Trinity, we are not responsible for any errors in the concrete or anchor bolt placement. Customer will be responsible for any and all charges to correct the problem.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within seven days and it is void thereafter at the option of the undersigned.

Authorized Signature

*Dennis M. Kelley*

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. The buyer hereby agrees to the above outlined payments, any and change orders, and all costs of collection, including and all reasonable attorney's fees and court costs that may occur.

Accepted:

Date:

08-13-2019

Signature

*[Signature]*

# QUOTE

Ralph Brown

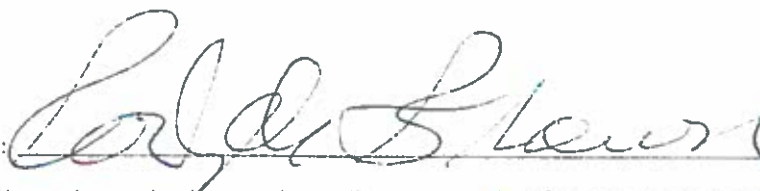
8/1/19

292 Wilson Ave.  
Ozark, AL 36360  
334-790-6015


TO Dale County Road & Bridge  
202 S. Hwy 123, Suite A  
Ozark, AL 36360

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	Dale County Shop		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Form, pour and finish 6" concrete slab for Enclosed	2,850.00	2,850.00
	Metal Herbicide Building (Labor only)		
SUBTOTAL			2,850.00
SALES TAX			
TOTAL			2,850.00

Quotation prepared by: 

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement you may want to include concerning items that will affect the quotation.

To accept this quotation, sign here and return:  08-13-19

THANK YOU FOR YOUR BUSINESS!

## CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", AS REVISED BY THE SPECIAL PROVISIONS, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LIN E	ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT BID
1	210D-021	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A4 OR BETTER)	0 CUBIC YARD	\$ 10.00	\$ 0.00
2	212A-000	MACHINE GRADING SHOULDERS	0 STATION	\$ 118.00	\$ 0.00
3	405A-000	TACK COAT	5000 GALLON	\$ 4.50	\$ 22,500.00
4	407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	3 MILE	\$ 600.00	\$ 1,800.00
5	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	0 SQUARE YARD	\$ 6.50	\$ 0.00
6	424A-338	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	25 TON	\$ 150.00	\$ 3,750.00
7	424A-340	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	1570 TON	\$ 96.25	\$ 151,112.50
8	424B-640	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	25 TON	\$ 125.00	\$ 3,125.00
9	600A-000	MOBILIZATION	1 LUMP SUM	\$ 15,000.00	\$ 15,000.00
10	652A-100	SEEDING	0 ACRE	\$ 795.00	\$ 0.00
11	652C-000	MOWING	0 ACRE	\$ 1,215.00	\$ 0.00
12	656A-010	MULCHING	0 ACRE	\$ 635.00	\$ 0.00
13	665F-000	HAY BALES	25 EACH	\$ 6.50	\$ 162.50
14	665J-002	SILT FENCE	500 LINEAR FOOT	\$ 3.18	\$ 1,590.00
15	665O-001	SILT FENCE REMOVAL	500 LINEAR FOOT	\$ 0.15	\$ 75.00
16	698A-000	CONSTRUCTION FUEL	1 LUMP SUM	\$ 0.00	\$ 0.00
17	701A-231	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	0 MILE	\$ 2,655.00	\$ 0.00
18	701A-235	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	0 MILE	\$ 2,655.00	\$ 0.00
19	701C-001	SOLID TEMPORARY TRAFFIC STRIPE	0 MILE	\$ 795.00	\$ 0.00
20	703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	350 SQUARE FOOT	\$ 5.25	\$ 1,837.50
21	740B-000	CONSTRUCTION SIGNS	177 SQUARE FOOT	\$ 15.00	\$ 2,655.00
22	740O-000	PILOT CAR	1 EACH	\$ 500.00	\$ 500.00
					\$ 204,107.50

## PROJECT No. DCP-23-10-19 (Wynnwood Circle)

## CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", AS REVISED BY THE SPECIAL PROVISIONS, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LIN E	ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT BID
1	210D-021	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A4 OR BETTER)	0 CUBIC YARD	\$ 10.00	\$ 0.00
2	212A-000	MACHINE GRADING SHOULDERS	0 STATION	\$ 118.00	\$ 0.00
3	405A-000	TACK COAT	2200 GALLON	\$ 4.50	\$ 9,900.00
4	407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	1.5 MILE	\$ 600.00	\$ 900.00
5	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	0 SQUARE YARD	\$ 6.50	\$ 0.00
6	424A-338	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	25 TON	\$ 150.00	\$ 3,750.00
7	424A-340	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	1365 TON	\$ 96.25	\$ 131,381.25
8	424B-640	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	25 TON	\$ 125.00	\$ 3,125.00
9	600A-000	MOBILIZATION	1 LUMP SUM	\$ 15,000.00	\$ 15,000.00
10	652A-100	SEEDING	0 ACRE	\$ 795.00	\$ 0.00
11	652C-000	MOWING	0 ACRE	\$ 1,215.00	\$ 0.00
12	656A-010	MULCHING	0 ACRE	\$ 635.00	\$ 0.00
13	665F-000	HAY BALES	25 EACH	\$ 6.50	\$ 162.50
14	665J-002	SILT FENCE	500 LINEAR FOOT	\$ 3.18	\$ 1,590.00
15	665O-001	SILT FENCE REMOVAL	500 LINEAR FOOT	\$ 0.15	\$ 75.00
16	698A-000	CONSTRUCTION FUEL	1 LUMP SUM	\$ 0.00	\$ 0.00
17	701A-231	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	0 MILE	\$ 2,655.00	\$ 0.00
18	701A-235	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	0 MILE	\$ 2,655.00	\$ 0.00
19	701C-001	SOLID TEMPORARY TRAFFIC STRIPE	0 MILE	\$ 795.00	\$ 0.00
20	703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	75 SQUARE FOOT	\$ 5.25	\$ 393.75
21	740B-000	CONSTRUCTION SIGNS	177 SQUARE FOOT	\$ 15.00	\$ 2,655.00
22	740O-000	PILOT CAR	1 EACH	\$ 500.00	\$ 500.00
				\$	169,432.50

Budget Amendment Request - 08/13/19

117 - RRR Gas Tax 4 Cent	Original Budget		08/13/19 AMENDMENT	Updated Budget 08/13/19	
	REVENUE	EXPENSE		REVENUE	EXPENSE
117-44171-830 Mtr Vehicle License	\$ 165,387.00		\$ -	\$ 165,387.00	
117-44191-830 State Gas Tax	\$ 699,587.00		\$ -	\$ 699,587.00	
117-44192-830 Petro Insp Fees	\$ 119,634.00		\$ -	\$ 119,634.00	
117-44193-830 Addl Excise Tax	\$ 32,578.00		\$ -	\$ 32,578.00	
117-44194-830 Mineral Sev Tax	\$ 6,363.00		\$ -	\$ 6,363.00	
117-44222-000 State Reimb	\$ -		\$ 528,124.70	\$ 528,124.70	
117-44225-000 Federal Reimb.	\$ -		\$ 72,846.00	\$ 72,846.00	
117-44710-000 FEMA Reimb	\$ -		\$ 315,307.50	\$ 315,307.50	
117-61130-000 Transfer from 119	\$ 310,000.00		\$ 200,000.00	\$ 510,000.00	
117-53900-113 Other Salaries & Wages	\$ 285,300.00		\$ (98,427.50)	\$ 186,872.50	
117-53900-202 Rd Signs & Marking	\$ 5,000.00		\$ 30,000.00	\$ 35,000.00	
117-53900-213 Rd. Bld Material	\$ 196,247.00		\$ (100,000.00)	\$ 96,247.00	
117-53900-225 Construction Equip Rental	\$ 641,000.00		\$ (235,000.00)	\$ 406,000.00	
117-53900-229 Other Rental	\$ 206,002.00		\$ (100,000.00)	\$ 106,002.00	
117-53900-238 Contract Main on Rds	\$ -		\$ 1,619,705.70	\$ 1,619,705.70	
	\$ 1,333,549.00	\$ 1,333,549.00	\$ 2,232,556.40	\$ 2,449,827.20	\$ 2,449,827.20
119 - 5 Cent Gas Tax	Original Budget		08/13/19	Updated Budget 08/13/19	
	REVENUE	EXPENSE	AMENDMENT	REVENUE	EXPENSE
119-62124-000 Transfer out to 117-RRR Gas (from carry-over FY18 of \$226,963.74)	\$	\$ 310,000.00	\$ 200,000.00	\$	\$ 510,000.00
	\$	\$ 310,000.00	\$ 200,000.00	\$	\$ 510,000.00



August 6, 2019

Dale County Road & Bridge Department  
202 S Hwy 123, Suite A  
Ozark, Alabama 36360

VIA ELECTRONIC MAIL

Attention: Mr. Derek Brewer  
County Engineer

RE: Groundwater Quality Review and Recommendations  
Dale County Sanitary Landfill – Permit No.: 23-04  
Ozark, Alabama

Dear Mr. Brewer:

Highland Technical Services, Inc. (HTSI) appreciates the opportunity of assisting Dale County with addressing groundwater quality concerns at the former Dale County Sanitary Landfill. It is our understanding that groundwater has been impacted by volatile organic compounds (VOCs) which are believed to have resulted from surface infiltration through the damaged final cover. Recent repairs to the cover have caused a reduction to the VOC concentrations during the more recent semi-annual groundwater monitoring events. In addition to impacts to groundwater by VOCs, cobalt concentrations reported during the March 2019 monitoring event resulted in the Alabama Department of Environmental Management (ADEM) requiring Dale County to complete an Alternate Source Demonstration (ASD) to determine whether source of the cobalt is from the landfill or is naturally occurring.

We also understand that Dale County has been, for the last several years, collecting surface water samples from one or more creeks that border the former landfill. These samples have been collected to determine the downgradient limit of the contaminate plume in groundwater. ADEM has in the past expressed a concern that there has been no evidence provided to show a connection of shallow groundwater to the surface water bodies bordering the former landfill.

To address the concerns presented above, HTSI proposes to complete the following activities:

- Review the March 2018, September 2018 and March 2019 semiannual groundwater reports to aid in understanding the recent past history of the monitoring program and changes in groundwater quality.
- A review of statistical approaches used to evaluate groundwater quality. This review will be conducted to determine if the statistical methods currently used are appropriate for conditions at the site.
- Review of available monitoring well construction logs.
- Review landfill gas monitoring reports, if available, to evaluate the potential of landfill gas



being the cause of VOCs present in past groundwater samples.

- Recommendations for additional investigation, if indicated.

Based on the activities presented above, HTSI estimates that our services can be completed for the estimated cost presented below.

Professional Services \$ 7,500.00

The estimate presented above is considered not to exceed and will be billed progress billed monthly to Dale County on a time and materials basis. Dale County will only be billed for the actual costs incurred in providing these services. This estimate does not include time or expenses for meetings at ADEM Montgomery or Dale County offices. Any additional services conducted outside this scope of work will be billed following the unit rates provided in the attached Fee Schedule.

#### ASSUMPTIONS

- Dale County will provide historic groundwater analytical data in Excel Spreadsheet format.
- Dale County will provide available monitoring well construction logs.

If this proposal is acceptable, please sign and return a copy of the attached Professional Services Agreement giving us formal authorization to proceed.

Highland Technical Services, Inc. looks forward to the opportunity of assisting you with this project. If you have any questions concerning this submittal or require any additional information, please contact our office at (205) 985-4874.

*Sincerely,*

**HIGHLAND TECHNICAL SERVICES, INC.**



William W. Cooch, P.G.  
Principal Geologist

attachments



**PROFESSIONAL SERVICES AGREEMENT  
GENERAL TERMS AND CONDITIONS**

Description of Services: Review of Groundwater Quality  
Project Name: Dale County Sanitary Landfill  
Project Location: Ozark, Alabama  
Proposal Date: August 6, 2019 Budget: \$ \$7,500.00

**FOR PAYMENT OF CHARGES**

Charge Invoice to the Account of:

Firm: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax No: \_\_\_\_\_  
Attention: \_\_\_\_\_ Email: \_\_\_\_\_  
Cell: \_\_\_\_\_

**FOR APPROVAL OF CHARGES**

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below.

Firm: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax No: \_\_\_\_\_  
Attention: \_\_\_\_\_ Email: \_\_\_\_\_

**PROPERTY OWNER IDENTIFICATION (If other than above)**

Firm: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax No: \_\_\_\_\_  
Attention: \_\_\_\_\_ Email: \_\_\_\_\_

**REPORT DISTRIBUTION**

Firm: \_\_\_\_\_ Firm: \_\_\_\_\_ Firm: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Attention: \_\_\_\_\_ Attention: \_\_\_\_\_ Attention: \_\_\_\_\_

**PAYMENT TERMS:** Net 30 days.

**PROPOSAL ACCEPTANCE:**

The Terms and Conditions of this Proposal, including the Terms on this page and the General Conditions included herein are:

Accepted this 13 day of August, 2019

Dale County Commission  
Print or type individual, firm or corporation name

Mark Blakeship, Chairman  
Print or type name of authorized representative and title

[Signature]  
Signature of authorized representative



## STANDARD FEE SCHEDULE

EFFECTIVE JANUARY 1, 2018

### PROFESSIONAL SERVICES

Environmental Technician I.....	\$ 75.00/hour
Environmental Technician II.....	\$ 80.00/hour
Staff Environmental Scientist.....	\$ 85.00/hour
Staff Geologist.....	\$ 95.00/hour
Staff Engineer.....	\$ 95.00/hour
Project Environmental Scientist.....	\$100.00/hour
Project Engineer.....	\$110.00/hour
Project Geologist, P.G.....	\$110.00/hour
Senior Project Scientist.....	\$120.00/hour
Project Engineer, P.E.....	\$130.00/hour
Senior Project Geologist, P.G.....	\$140.00/hour
Senior Hydrogeologist, P.G.....	\$150.00/hour
Senior Project Environmental Scientist, CHMM.....	\$140.00/hour
Senior Project Engineer, P.E.....	\$150.00/hour
Principal Geologist, P.G.....	\$160.00/hour
Senior Engineer, P.E. Regulatory Affairs.....	\$200.00/hour
CAD /Drafting.....	\$ 85.00/hour
Clerical.....	\$ 60.00/hour

### MISCELLANEOUS EXPENSES

Direct Expenses (cost + 20%)	
Mileage.....	\$ 0.75/mile
Per diem (day rate).....	\$ 50.00/day
Per diem (overnight rate).....	\$ 175.00/day

1. **PAYMENT TERMS:** Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, Client agrees to pay a finance charge on the amount of the past due account of one and one-half percent per month, and all cost of collection, including attorney fees. If one and one-half percent exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, a termination charge in the amount not to exceed thirty percent of all charges incurred through the date services are stopped plus any shutdown costs may at the discretion of Highland Technical Services, Inc. (Consultant) be made. If during the execution of the services, Consultant is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

2. **GENERAL NATURE OF ENVIRONMENTAL SERVICES:** The Consultant's basic services comprise the specific environmental activities set forth in the Proposal. The Consultant will access the site pursuant to the scope of services set forth in the proposal. Consultant agrees to perform the services set forth in this Agreement in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. Consultant makes no warranties whatsoever, whether express or implied, regarding the services to be performed by it hereunder, Consultant's services are intended to solely benefit the client.

3. **SCOPE OF THE CONSULTANT'S BASIC SERVICES:** The environmental services shall consist of those tasks enumerated in the Proposal to this Agreement. The scope of work outlined in the Proposal represents a minimum program at this time. As the results of the investigation become known, other tests and/or sampling may be recommended to the Client for written approval as Additional Services in general, an increased frequency of sampling and testing will improve the opinions reached in the Consultant's report. Because geologic and soil formations are inherently random, variable, and indeterminate in nature, the professional services rendered by the Consultant and opinions provided with respect to such services under this agreement (including opinions regarding potential cleanup costs), are not guaranteed to be a representation of actual site conditions or contamination or costs, which are also subject to change with time as a result of natural or man-made processes. Consultant will provide Client with a written (Report) in connection with the service performed. The Report will present such findings and conclusions as the Consultant may reasonably make with the information gathered in accordance with this Agreement. In preparing the Report, Consultant may review and interpret certain

information provided to by third parties, including government authorities, registries of deeds, testing laboratories and other entities. Consultant will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information. The Report and other instruments of services are prepared for, and made available for the sole use of, the Client, and the contents thereof may not be used or relied upon by any other person without the express written consent and authorization of the Consultant.

4. **ADDITIONAL SERVICES OF THE CONSULTANT:** If mutually agreed in writing by the Client and the Consultant, the Consultant shall perform or obtain the services of others to perform the activities enumerated in the Proposal to this Agreement. Additional Services are not included as part of Basic Services and will be paid by the Client as provided in Payment Terms.

5. **SERVICES EXCLUDED BY THE CONSULTANT:** Services not expressly set forth in writing as Basic or Additional Services and listed in the Proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services. The services to be performed by the Consultant shall not include an analysis or determination by the Consultant as to whether the Client is in compliance with federal, state, or local laws, statutes, ordinances, or regulations. The Consultant's services shall not include directly or indirectly storing, arranging for or actually transporting, disposing, treating or monitoring hazardous substances, hazardous materials, hazardous wastes or hazardous oils. The Consultant's services shall not include an independent analysis of work conducted and information provided by independent laboratories or other independent contractors retained by the Consultant in connection with the Consultant's services provided to the Client. Unless specifically listed in the Proposal, the Consultant's services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCBs), radon gas, any airborne pollutants, underground mines or sinkholes.

6. **RESPONSIBILITIES OF THE CLIENT:** The Client shall provide all information in the possession, custody, or control which relates to the site, its present and prior uses, or to activities at the site which may bear upon the services of the Consultant under this Agreement, including, but not limited to, the following: (i) a legal description of the site, including boundary lines and a site plan; (ii) identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site, and (iii) a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services provided by the Consultant. The Client shall be fully responsible for obtaining the

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necessary authorization to allow the Consultant, its agents, subcontractors and representatives, to have access to the site and buildings thereon at reasonable times throughout contact performance by the Consultant. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur and Client hereby releases and indemnifies Consultant and agrees to assume responsibility for such unavoidable damage or alteration. To the extent required by law, Client agrees to assume responsibility for personal and property damages due to Consultant's interference with subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided above by Client to Consultant. The services, information, and other data required by this Section to be furnished by the Client shall be at the Client's expense, and the Consultant may rely upon all data furnished by the Client and the accuracy and completeness thereof.

7. **CONSULTANT'S INSURANCE:** Consultant shall obtain, if reasonably available, (1) statutory Worker's Compensation/Employers Liability coverage; (2) Commercial General Liability; (3) Automobile Liability; and (4) Professional Liability insurance coverage in policy amounts of not less than \$1,000,000. Consultants agree to issue certificates of insurance evidencing such policies upon written request.

8. **LIMITATION OF RESPONSIBILITY: CLIENT HEREBY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW THE CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE PROJECT, THE SITE, OR THIS AGREEMENT FROM ANY CAUSE OF CAUSES INCLUDING BUT NOT LIMITED TO THE CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY SHALL NOT EXCEED THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES OF THE CONSULTANT UNDER THIS CONTRACT OR \$50,000.00 WHICHEVER IS GREATER.** Client and the Consultant agree that to the fullest extent permitted by law the Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever. To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys fees, damages, and other liabilities arising out of or in any way related to the services to be performed by Consultant hereunder. The Client shall not indemnify Consultant against liability for damages

to the extent caused by the negligence or intentional misconduct of Consultant, its agents, subcontractors, or employees.

9. **DISPUTES RESOLUTION:** All claims, disputes, or other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement (other than a result of Client's failure to pay amounts due hereunder) will be submitted to alternative dispute resolution (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law if a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation as provided above, then: (a) Client assents to personal jurisdiction in the State of Consultant's principal place of business; (b) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys and expert witness fees, and other claim-related expenses.

10. **DISCOVERY OF UNANTICIPATED POLLUTANTS RISKS:** If, while performing the services, pollutants are discovered that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that this contract shall immediately become subject to renegotiation or termination. In the event that the Agreement is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that Consultant shall be paid for our total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing. Client also agrees that the discovery of unanticipated hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of working to protect employees' and the public health and safety.

11. **DISPOSITION OF SAMPLES AND EQUIPMENT:** Soil and rock samples will not be kept by Consultant for longer than thirty (30) days after submission of the final report unless agreed otherwise. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations, or ordinances.

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Consultant will, after completion of testing (1) return such samples and materials to Client, or (2) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that Consultant is acting as the Client's representative and at no time assumes title to said waste. All laboratory and field equipment contaminated in performing our services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) that cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

12. **REPORTS, RECOMMENDATIONS, AND OWNERSHIP OF DOCUMENTS:** Reports, recommendations, and other materials resulting from Consultant's efforts are intended solely for purposes of this Agreement. Any reuse by Client or others for purposes outside of this Agreement or any failure to follow Consultant's recommendations, without Consultant's written permission, shall be at the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by Consultant for proper performance of its services. Consultant may rely upon Client-provided documents in performing the services required under this Agreement; however, Consultant assumes no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All reports, field notes, calculations, estimates, and other documents that are prepared as instruments of service, shall remain Consultant's property and Consultant shall retain copyrights to

these materials. Consultant will retain all pertinent records relating to services performed for a period of six years following submission of a report during which period the records will be made available to Client at all reasonable times.

13. **TERMINATION:** This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.

14. **FORCE MAJEURE:** Neither part to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

15. **SEVERABILITY AND SURVIVAL:** Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and Consultant will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between Client and Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

16. **ASSIGNMENT:** Consultant shall not delegate any duties, nor assign any rights or claims under this Agreement, nor sub any part of the work authorized, without prior written consent of Client.

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