



Dale County Commission

Commission Meeting Minutes – August 29, 2023

The Dale County Commission convened in a regular session Tuesday, August 29, 2023. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; 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 – EXECUTIVE SESSION

Commissioner Grantham made a motion to approve the Commission going into Executive Session. See Exhibit 1.

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

APPROVED – RECONVENE

Commissioner Wilson made a motion to approve the Commission to reconvene from Executive Session.

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

APPROVED – AGENDA, MINUTES, & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the agenda, memorandum of warrants, and minutes:

Agenda

Memorandum of Warrants:

- Accounts Payable Check Numbers 96924 – 97069.
- Payroll Check Numbers: 154924 – 154929.
- Direct Deposit Check Numbers: 425825 - 426110.

Minutes: Commission Meeting of August 08, 2023.

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

APPROVED – PERSONNEL

Commissioner Wilson made a motion to approve the following:

1. Britney Nicole Johnson – Probate – Probate Clerk – transfer from Maintenance
2. Mixon Chandler – Road & Bridge – Laborer IV – new hire
3. Sherry Stabler – Sheriff – Certified Deputy – new hire

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

APPROVED – PERSONNEL – COST OF LIVING RAISE

Commissioner Wilson made a motion to approve a cost of living raise for Dale County employees. See Exhibit 2.

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

TABLED – 2023 – 2024 COUNTY BUDGET

Commissioner Enfinger made a motion “to table this item until after we’ve had a chance to hear from the library on Wednesday.”

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

APPROVED – AIRPORT LEASE AGREEMENT

Commissioner Wilson made a motion to approve the Dothan Regional Airport Lease that will be paid by the City of Dothan. See Exhibit 3.

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

APPROVED – CAPITAL ASSETS

Commissioner Carroll made a motion to approve the following change in capital assets:

Asset #2324 – 2007 Chev Trailblazer # 1GNDS13SX72263374 –
Transferred to Road & Bridge from Maintenance in lieu of surplus of 02/28/23,

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

APPROVED – JUVENILE DETENTION

Commissioner Carroll made a motion to approve a Juvenile Long Term Detention Subsidy Contract. See Exhibit 4.

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

APPROVED – ARPA – IAC REVIEW BROADBAND

Commissioner Enfinger made a motion to approve a review by IAC of an ARPA expenditure for broadband.

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

APPROVED – FUND 116 CAPITAL FUNDS EXPENDITURE

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

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

APPROVED – FY 24 TRANSPORTATION PLAN

Commissioner Wilson made a motion to approve the FY 24 Dale County Transportation Plan. 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, September 12, 2023, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

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

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



Steve McKinnon, Chairman

BULL & SIMECHAK
ATTORNEYS AT LAW, LLC

Exhibit 1

J. NICHOLAS BULL
Attorney
jnbull@gmail.com

P.O. Box 1161
285 S Union Ave
Ozark, AL 36360
Phone: 334-774-1124
Fax: 334-774-1134

MATTHEW T. SIMECHAK
Attorney
msimechak@gmail.com

Tuesday, August 29, 2023

Mr. Chairman,

There is an upcoming legal issue that concerns the County Commission that may be discussed the Tuesday, August 29th meeting of the Dale County Commission. I recommend that the Commission, during said meeting, move into executive session for the purpose of discussing pending legal matters. The executive session is necessary at this time, because the discussions, if held in public, would disclose information protected by the Alabama Open Meetings Act, as authorized under Ala. Code 36-25A-7(a)(3), which protects discussions with the Commission's attorneys when discussing ". . . with legal counsel the legal ramifications of and legal options for pending litigation, controversies not yet litigated, but imminently likely to be litigated, or imminently likely to be litigated if the government body pursues a proposed course of action."

Further, Mr. Chairman, due to the necessity to discuss how this legal matter may affect county resources and budgets, it is recommended that the County Administrator be present for this Executive Session.

Sincerely,



Matthew T. Simechak
County Attorney
Dale County

Dale County Commission



202 Hwy 123 South, Suite C, Ozark, AL 36360

Commission Chairman

Steve McKinnon

Commissioners

Chris Carroll *District 1*
Donald O. Grantham *District 2*
Adam Enfinger *District 3*
Frankie Wilson *District 4*

County Administrator

Cheryl Ganey

August 29, 2023

Re: Across the Board Raise

Effective September 20, 2023, the Dale County Commission grants a 2% cost of living adjustment to all County employees, full or part-time, except those in the General Excluded Service. Cost of living adjustments for elected officials shall be in accordance with the terms of the Omnibus Pay Bill.

LEASE AGREEMENT
(A portion of Hangar 5, Dothan Regional Airport)

This LEASE is entered into by and between the Dothan-Houston County Airport Authority, Inc., hereinafter referred to as LESSOR, and Dale County, Alabama, hereinafter referred to as LESSEE as follows:

1. **LEASE.** Subject to the rents, covenants, and conditions set out herein, LESSOR hereby leases to LESSEE on an exclusive basis that portion of Hangar 5, Dothan Regional Airport, depicted as "Area A" on the floor plan attached hereto as Exhibit "A" and consisting of approximately 7805 square feet of hangar space, and 165 square feet of office space (collectively, the "Premises"). In addition to the Premises, LESSOR shall make available to LESSEE the restrooms, hallways, sidewalks, parking areas, elevators, entrances and exits and utility facilities (collectively, the "Common Areas"), together with the right of ingress and egress over, across, and through the "storage/inclement weather" space [but not office spaces or other storage] in Hangar 5 depicted on Exhibit "A" as "Area B" (Walls Aviation, or its successor shall be referred to herein as "Co-Tenant") as needed for LESSEE's use and enjoyment of the Common Areas. For purposes hereinabove, "exclusive" means LESSEE shall have sole use of the Premises for their intended use; provided, however, the "storage/inclement weather" space [but not office space] constituting the Premises shall be subject to Co-Tenant's right of ingress and egress over, across, and through the Premises as necessary for Co-Tenant's use and enjoyment of the Common Areas. It is understood that the parking areas comprising part of the Common Areas are located across Flightline Drive in the triangular shaped parking lot. This parking area is not exclusive to Hangar 5 and may be shared with the occupants of Hangar 4.

2. **IMPROVEMENTS.** Lessee accepts possession of the premises leased hereunder in their present condition and without any representation or warranty of any kind by Lessor. The

parties intend that the Lessor lease, demise and let, and the Lessee accept the premises in an “As Is” condition “**With All Faults**”. The parties agree that LESSEE shall have the right to alter, modify, repair, and maintain any buildings, structures, or improvements constructed or installed upon the premises leased hereunder unless such shall be contrary to applicable laws and ordinances or regulations issued by the Federal Aviation Administration or the Transportation Security Administration. LESSOR shall have the right to inspect the plans and specifications of any such building, structure, or other improvements prior to construction or installation. Any additions or alterations of the external appearance or the location or type of construction must meet the approval of LESSOR's engineer as to Federal Aviation Administration requirements, uniformity of appearance, and for safe use of the Airport. No restrictions shall be placed upon LESSEE as to the architects, builders, or contractors who may be employed by it in connection with the construction, installation, alteration, modification, repair or maintenance of any such buildings, structures, or improvements. LESSOR shall provide free ingress, within the limitations of TSA regulations, from the leased premises for all persons, materials, or equipment connected with the construction, installation, alteration, modification, repair, or maintenance thereof. Title to all buildings and permanent improvements to the LEASED PREMISES shall immediately vest in LESSOR upon construction or development subject to the rights of LESSEE AS LESSEE hereunder. However, all items of personal property or improvements which shall not be of a permanent nature shall remain the property of LESSEE.

3. TERM. The term of this LEASE shall be for twenty-four (24) months commencing on October 1, 2023, and ending on September 30, 2025.

4. USE OF PREMISES. It is agreed by the parties that the premises leased and the improvements thereon shall be for the purpose of occupancy as an aircraft hangar unless LESSOR shall agree in writing to a different use of the premises.

5. RENT. During the term hereof, LESSEE shall pay LESSOR rental at a rate of \$30,000 per annum payable in monthly installments of \$2,500 commencing on the execution date of the Lease and on the tenth day of each month thereafter during the 24-month term hereof.

6. UTILITIES. LESSOR will pay when due all charges for water, sewer, gas, heat, light, power, internet, telephone service, electricity, refuse collection, and other utility and communication services rendered or used on or about all or any part of the Premises. For that portion of the term hereof in which a Co-Tenant is occupying a portion of Hangar 5, LESSEE shall reimburse LESSOR for one-half of the costs of the utilities. For any portion of the term hereof in which a Co-Tenant is not occupying a portion of Hangar 5, LESSEE shall reimburse LESSOR 100% of the costs of the utilities. LESSEE shall reimburse LESSOR for utilities monthly, within ten (10) days of LESSOR'S demand therefor.

7. INSURANCE.

- a. Casualty Insurance. LESSOR shall maintain at its expense fire and extended coverage insurance on the improvements and buildings located on the leased property, excluding foundations, ramps and roadways. LESSEE shall reimburse LESSOR monthly for one-half the cost to insure the leased premises. Such insurance shall run in favor of LESSOR and LESSEE as interest may appear, and shall be in an amount equal to the replacement cost of such buildings and improvements. In the event of any loss or damage to the premises by fire or by any of the hazards included under the term "extended coverage" insurance, and so insured

against, there shall be no abatement of rent on account thereof, but the insurance proceeds shall be used to restore and rebuild the premises to the extent thereof, in accordance with plans and specifications approved by LESSOR.

- b. Liability Insurance. LESSEE shall maintain general liability insurance for its business operations and shall name the LESSOR as an additional insured on this policy. Copies of all policies shall be furnished to LESSOR.

8. DEFAULT. LESSEE hereby agrees that if rents herein mentioned are not paid when due on the tenth day of the month, or if default be made in the performance of any of the other covenants on its part herein contained and shall not have been corrected within thirty (30) days after written notice has been given by LESSOR, such default or breach shall, at the option of the LESSOR, work as a termination of this lease to the same extent and with all the legal incidents as if the term hereof had expired by lapse of time, and LESSOR, its representatives or agents, shall thereupon be entitled to enter said premises either with or without process of law and repossess the same and to distrain for any rent that may be due thereon, all at the election of the LESSOR and without prejudice to other rights and remedies which it may have. LESSOR may, in the event of default, declare all of the balance of the rents due for the remaining lease term immediately due and payable and may proceed for collection of same. Upon default, LESSEE agrees to pay all costs of collection including a reasonable attorney's fee.

In the event the LESSEE shall be adjudicated a bankrupt or shall file voluntary proceedings in bankruptcy or in case a receiver shall be appointed for the LESSEE, then the LESSOR may, at its option, terminate this lease and retake full possession of the property and improvements thereon.

9. SUBLETTING OR ASSIGNMENT OF LEASE. LESSEE shall have no right to sublease or assign this LEASE without permission to do so in writing from LESSOR. Such permission shall not be unreasonably withheld.

10. MAINTENANCE AND MISCELLANEOUS. LESSEE covenants with LESSOR; to pay the rent set out herein for the use of said premises and all other rights at the times when it shall become due and payable, without demand for same; to commit no waste nor to suffer the same to be committed thereon, nor to use the same for any unlawful purpose; to comply with all governmental bodies and agencies having jurisdiction thereof, to keep and maintain said premises in substantially as good condition as the same are in at the commencement of the term hereof, reasonable wear and tear, natural aging, and damage by the elements of force majeure excepted; and upon termination or expiration of the tenancy, without demand, to deliver up said premises to LESSOR. LESSOR shall maintain the roof, foundation, underground plumbing, and structural support of the hangar. It shall be the obligation of LESSEE hereunder to maintain normal wear and tear items that it uses, including periodic maintenance as such becomes necessary, of all buildings and improvements hereafter located on the leased premises.

11. BINDING EFFECT. This LEASE shall be binding upon each of the parties hereto, their successors and assigns.

EXECUTED on this 15th day of August, 2023

LESSOR:

DOTHAN-HOUSTON COUNTY
AIRPORT AUTHORITY, INC.



By: Adam Hartzog

Its: Executive Director

LESSEE:

DALE COUNTY, ALABAMA

A handwritten signature in blue ink, appearing to read "Steve McKinnon", is written over a horizontal line.

By: Steve McKinnon

Its: Commission Chairman

LESSOR ACKNOWLEDGMENT

STATE OF ALABAMA
DALE COUNTY

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Adam Hartzog, whose name as Executive Director of the Dothan-Houston County Airport Authority, Inc., a Corporation, is signed to the foregoing LEASE and who is known to me, acknowledged before me on this day, that being informed of the contents of the LEASE, he as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand, this 15th day of August, 2023.

My commission expires,

2/23/25

Georgia D. Hawks
NOTARY PUBLIC

(SEAL)



LESSEE ACKNOWLEDGMENT

STATE OF ALABAMA
DALE COUNTY

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Steve McKinnon whose name as Commission Chairman of the Dale County, Alabama, is signed to the foregoing LEASE and who is known to me, acknowledged before me on this day, that being informed of the contents of the LEASE he, as such officer, and with full authority, executed the same voluntarily for and as the act of said political subdivision on the day the same bears date.

Given under my hand, this 29th day of August, 2023.

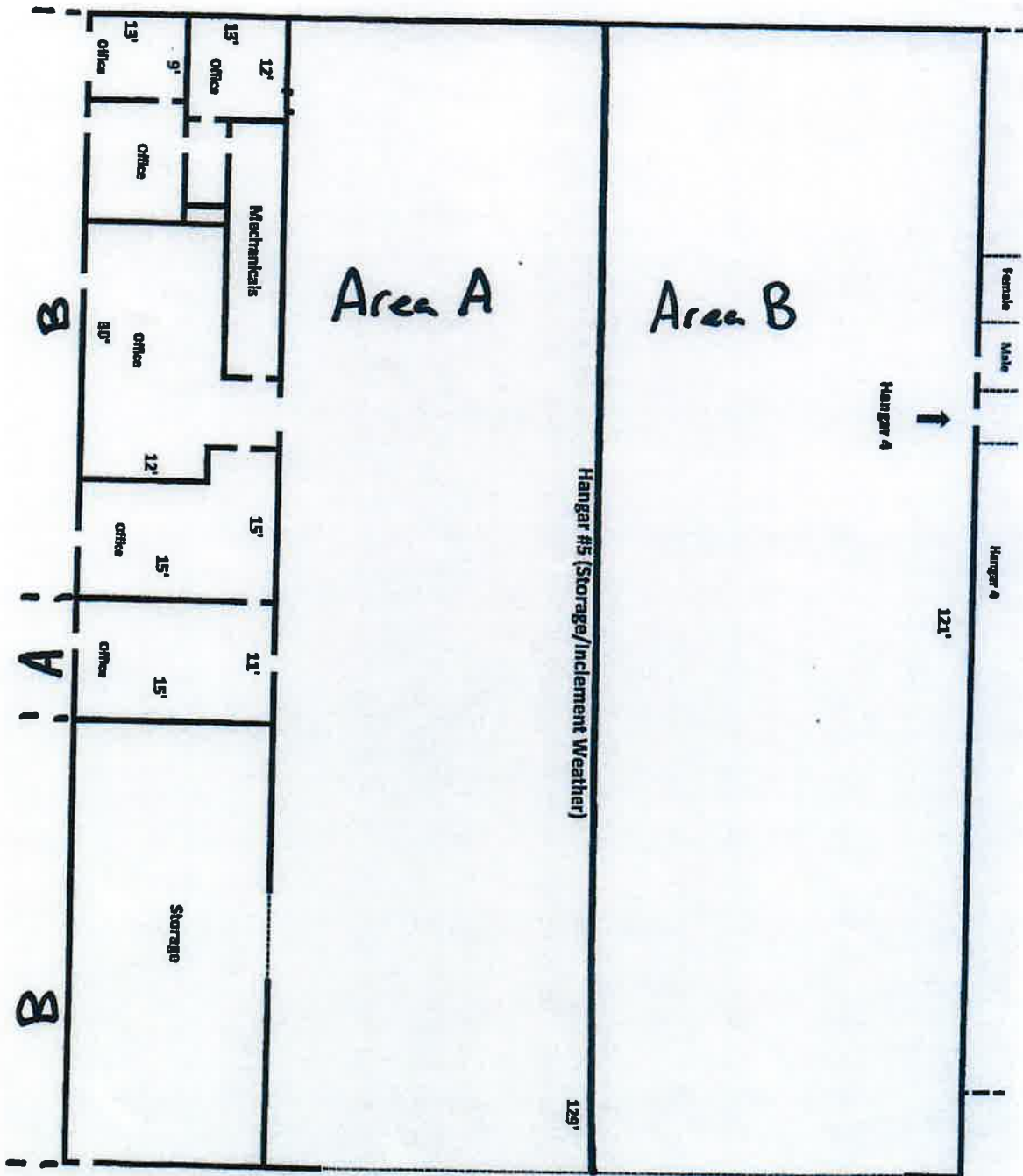
My commission expires

06-06-26

Charles Gentry
NOTARY PUBLIC

(SEAL)

EXHIBIT "A"--HANGAR 5 FLOOR PLAN



ALABAMA DEPARTMENT OF YOUTH SERVICES
LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between Dale County (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of County for the period October 1, 2023 through September 30, 2024.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

OKAY
Star

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Southwest Alabama Diversion Center

Steve McK...
Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

State of Alabama

Exhibit 4



KAY IVEY
GOVERNOR

STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

July 18, 2023

To: Juvenile Court Judge and/or
Chief Probation Officer

From: LeTonya Bowman
Accounting Director

Re: Long Term Detention Subsidy Contract

Please find enclosed your long-term detention subsidy contract for BFY 2024 (October 1, 2023 through September 30, 2024). Please complete the form by stating your choice under the highlighted line and have the form signed by the Chairman of the County Commission. The form should then be returned to me at the address listed below:

LeTonya Bowman
Department of Youth Services
P. O. Box 66
Mt. Meigs, AL 36057

Thank you for your assistance in this matter and if you need any additional information please contact me at (334) 215-3839.

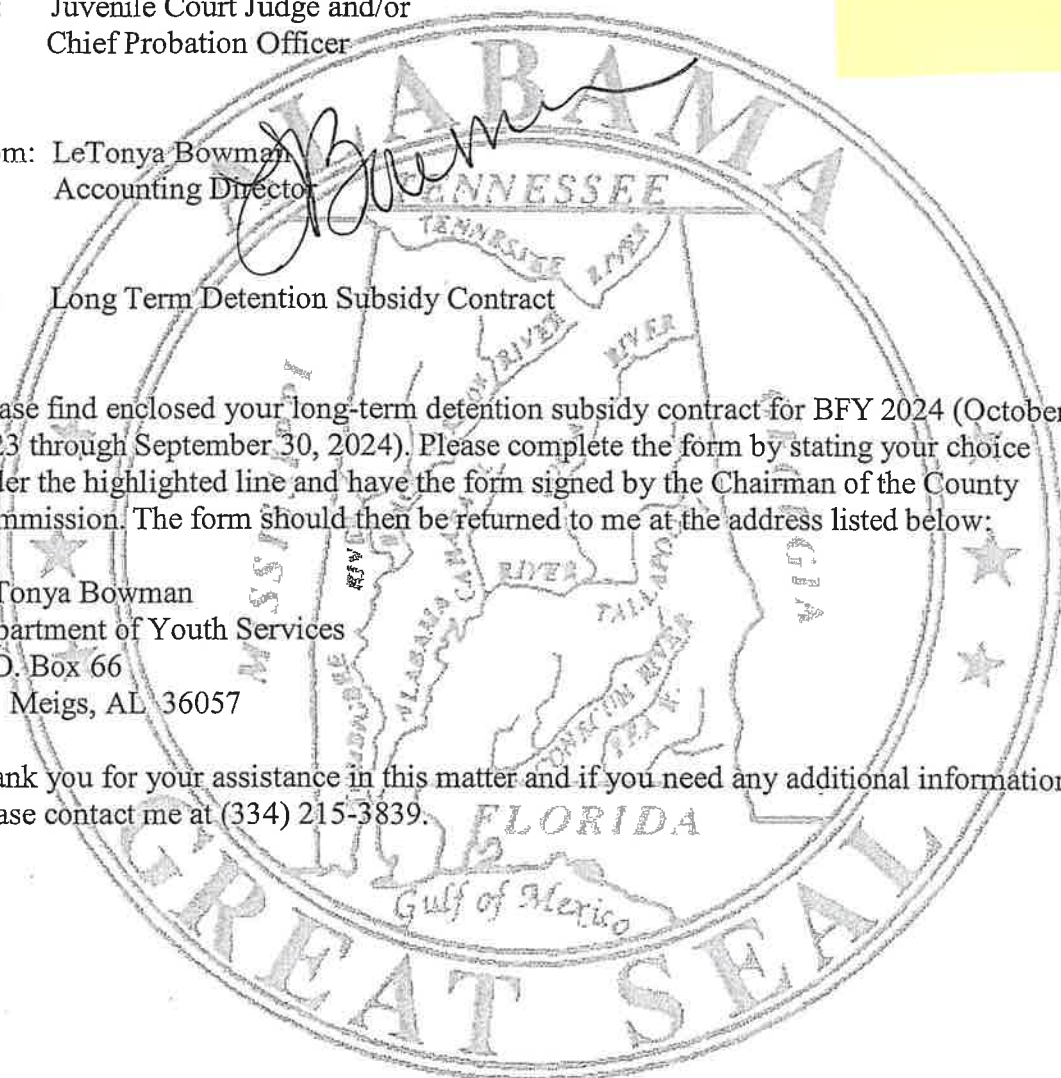


Exhibit 5



INVOICE	#57
SERVICE DATE	Jul 03, 2023
INVOICE DATE	Aug 03, 2023
DUE	Upon receipt
AMOUNT DUE	\$23,957.68

DALE COUNTY COURTHOUSE
202 AL-123, SUITE C
Ozark, AL 36360

CONTACT US
PO BOX 1207
Dothan, AL 36302

(334) 794-6721
Wemberton@smiths-inc.com

Service completed by: Eddie Burke, Andrew
Hobbs, Billy Hallford

INVOICE

	amount
Services	
LABOR - JOHN CLAY	\$500.00
LABOR - EDDIE FIXED LEAKING 8 LINES	\$4,350.00
LABOR - ANDREW	\$2,730.00
LABOR - ANDREW 6/8/23 ADDED 40LBS OF 410-A TO SYSTEM 8&9. DATA LOGGED 6&7 BUT FOUND NOTHING WRONG WITH 6&7.	\$870.00
JOHN CLAY - LABOR 6/8/23	\$300.00
LABOR 6/13/23 HOOKED UP LAPTOP TO CITYMULTI ON ROOF TOP & CHECKED SYSTEM & BRANCH CONTROLLER. SYSTEM IS LEAKING GAS. NEED TO PUMP SYSTEM WITH NITROGEN & CHECK ALL COILS.	\$435.00
LABOR ANDREW 5/24/23 LEAK CHECKED UNIT	\$1,160.00
LABOR - EDDIE 5/24/23 LEAK CHECKED UNIT	\$1,040.00
LABOR ANDREW 7/3/23 REPLACED DUCTLESS COIL	\$870.00
LABOR - EDDIE 7/3/23	\$780.00

Exhibit 5

REPLACED DUCTLESS COIL

Materials

Refrigerant - R410A

3 80 LBS NITROGEN (INCLUDES TAX)

2 40 LB OF NITROGEN (INCLUDES TAX)

2 PACKS OF FLARETITE FITTINGS 1/4 & 1/2 (INCLUDES TAX)

Refrigerant - R410A

40 LBS ADDED TO SYSTEM 8&9 ON 6/8

NITROGEN 80 LBS (INCLUDES TAX)

NITROGEN 40 LBS (INCLUDES TAX)

DUCTLESS COIL

amount

\$4,160.00

\$114.42

\$37.32

\$153.04

\$5,923.20

\$76.34

\$18.46

\$439.90

Subtotal \$23,957.68

Total Tax \$0.00

Tax (9%) \$0.00

Total \$23,957.68

Smith's Inc of Dothan 03058



FY 2024 County Transportation Plan Dale County

Date Approved by the Dale County Commission: August 29, 2023

Date Amended by the Dale County Commission: N/A



Map Index	Project No.	Road Name/Number	Begin		End		Project Details			Total Project Estimate Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)						
1		Dale CR-83	31.4534	-85.4282	31.4741	-85.4832	X		2.80	Estimated Beginning Balance	\$350,000.00		FAEF	\$817,000.00	\$174,000.00
										Estimated Annual Revenue				\$1,000,000.00	\$400,000.00
										Widen, Resurface from Mt. Pisgah Church to CR-87					
2		Dale CR-87	31.4794	-85.4657	31.5002	-85.4718	X		1.59	Level from CR-86 to CR-339	\$160,000.00		CRAF	\$160,000.00	
3		Dale CR-2	31.5306	-85.7235	31.5661	-85.7638	X		3.95	Widen, Level, Resurface from US-231 to SR-51	\$460,000.00		CRAF	\$460,000.00	
4		Lennie Watson Rd	31.3114	-85.6184	31.3358	-85.6106	X		2.33	Resurface from CR-31 to Watson Street	\$250,000.00		CRAF	\$250,000.00	
5		County Road 26 (Austin Rd)	31.2354	-85.7229	31.2366	-85.7105	X		1.63	Level from AL-92 to AL-182	\$160,000.00		CRAF	\$160,000.00	
	DCP 23-01-10	Bond Issue Payment					X			County Wide Chipseal	\$150,000.00		CRAF	\$150,000.00	
		County Wide Striping					X			Striping Various Roads	\$100,000.00		CRAF	\$100,000.00	
		Road Building Materials								Transfer to Road Building Materials	\$150,000.00		CRAF	\$150,000.00	
Totals/Page Totals										\$1,750,000.00	\$150,000.00	\$1,630,000.00	Total CRAF/FAEF Remaining Estimate	\$387,000.00	\$224,000.00
Total Miles Addressed CTP (Total Mileage Does Not Include Bridge Projects)										12.29					