



Dale County Commission

Commission Meeting Minutes June 9, 2026

The Dale County Commission convened in a regular session Tuesday, June 9, 2026, 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 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 Enfinger made a motion to approve the agenda (with the addition of an Executive Session), minutes, and memorandum of warrants.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 105510– 105642.
- Payroll Check Numbers: 155086 – 155088.
- Direct Deposit Check Numbers: 436667 - 436817.

Minutes: Commission Meeting of May 26, 2026.

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

APPROVED – PERSONNEL

Commissioner Grantham made a motion to approve the following:

Travel:

Steve McKinnon – Commission – Governmental & Economic Development –
June 25-26, 2026 – Millbrook, AL

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

TABLED – ADOPT-A-MILE

Commissioner Enfinger made a motion to table the approval of an Adopt-A-Mile agreement.

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

APPROVED – CAPITAL FUNDS EXPENDITURE

Commissioner Grantham made a motion to approve an expenditure from the Capital Fund 116 for repair of the Courthouse's HVAC. Exhibit 1.

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

APPROVED – EXAMINERS OF PUBLIC ACCOUNTS AGREEMENT

Commissioner Enfinger made a motion to approve an agreement with the Examiners of Public Accounts. Exhibit 2.

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

APPROVED – SAFETY COORDINATOR RESOLUTION

Commissioner Grantham made a motion to approve a resolution to name Cheryl Ganey the Safety Coordinator. Exhibit 3.

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

APPROVED – INSOLVENTS, ERRORS, LITIGATIONS & UNSOLD TAX LIENS

Commissioner Carroll made a motion to approve the FY 25 Insolvents, Errors, Litigations, and unsold Tax Liens. Exhibit 4.

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

APPROVED – EXECUTIVE SESSION

Commissioner Enfinger made a motion to approve going into executive session per Attorney Nicky Bull. Exhibit 5.

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

APPROVED – RECONVENUE FROM EXECUTIVE SESSION

Commissioner Grantham a motion to approve reconvening the meeting.

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

APPROVED – SOLID WASTE ACCOUNTS

Commissioner Carroll a motion to approve the reclassification of accounts to bad debt that was originally approved as doubtful accounts in the meeting 02/26/26.

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

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, June 23, 2026, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Carroll 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



Licenses: AL 04204/50154 | FL CMC057076 | GA 209385 | LA 52833 | MS 15704
13040 West US Highway 84, Newton, AL 36352
Phone: (888) 345-8450

Exhibit 1

INVOICE #: 40006592
INVOICE DATE: 03/31/26
CUSTOMER NUMBER: 1031478
WORK ORDER: 40007626
CUSTOMER PO: *
CUSTOMER REFERENCE:

Bill To: Dale County Commission
202 S. Hwy 123 Suite C
Ozark, AL 36360

INVOICE TOTAL: \$ 6,785.06

DUE DATE: 04/30/26

TERMS: NET 30

For work performed at:

Dale County Courthouse
100 E Court Square
Ozark, AL 36360

LABOR

DESCRIPTION	DATE	HOURS	HOURLY TYPE	RATE	EXTENDED
Jason Robertson	03/25/26	8.00	REG	120.00	960.00
Jason Robertson	03/26/26	6.00	REG	120.00	720.00
Labor Total:					1,680.00

PARTS AND MATERIALS

DESCRIPTION	
Leak Repair Material	
R410A Refrigerant	
R410A Refrigerant	
Material Total:	4,855.06

OTHER COSTS

EPA Handling Charge	150.00
Truck Charge	100.00
Other Costs Total:	250.00

COMMENTS

Please see the attached service report for scope of services provided.

SUBTOTAL: 6,785.06
TAX: 0.00
INVOICE TOTAL: 6,785.06

Remit Payment Options Listed Below:

Credit Card by Phone: (850) 262-0605 | ACH – Routing# 111014325 – Account# 8093206368
Email Remittance to: deposits@csusasoutheast.com | Check by Mail: PO Box 30529, Pensacola FL 32503 | Billing Inquiries: (888) 345-8450

CONSOLIDATED SERVICE REPORT

Exhibit 1

Location	Dale County Courthouse	Customer #	1031478	Agreement / Type	4025017	SILVER
Address	100 E Court Square	Customer PO	*	Service Complete	N	
City	Ozark	Cust Phone	334-733-0984			
State	AL	Sales Rep				
Contact	Zip 36360	Work Order	40007626			
		Visits	1516351, 1517200			

Problem Description: NC(No Cooling) 2nd Floor is hot again

Customer XOi Link: <https://visionshare.xoi.io/?id=XA-C707-659900539D3C4AEB9B4BC7D5E1089692>

VISIT RESOLUTIONS		
Date	Visit	Resolution
03/25/26	1516351	03/25/26 - Jason Robertson: While on site, performed customer approved additional work for the following: Found two additional leaks on flare nuts and tried fixing without recovering refrigerant. Going to attempt to isolate units for repair tomorrow. Checked BC boxes, fan coils and lines to search for leaks. Found 3 leaks and was able to repair 1. Will need to attempt to isolate leaking lines for repair.
03/26/26	1517200	03/26/26 - Jason Robertson: Completed repairs per proposal. System operating normally at this time. Leak checked system again and found two leaks. Isolated leaking lines, removed refrigerant, disconnected lines and re-flared. Reconnected lines and charged system with refrigerant.

Allocation of charges is subject to change based on management review of the actual agreement coverage if applicable.

LABOR					
Date	Technician		Regular Hours	Overtime Hours	Double Time Hours
03/25/26	Jason Robertson	Billable			
03/25/26	Jason Robertson	Agreement Covered/Nonbillable	8.00		
03/26/26	Jason Robertson	Billable			
03/26/26	Jason Robertson	Agreement Covered/Nonbillable	6.00		
Total Billable:			14.00		
Total Agreement Covered/Nonbillable:					

EQUIPMENT SERVICED				
Equipment	EQ Type	Equipment Description	Manufacturer	Model / Serial No.
DSSC3	DSSC	Ductless Split System Condenser	Mitsubishi	PURY-P120TKMU-A / 33W01323
DSSC10	DSSC	Ductless Split System Condenser	Mitsubishi	PURY-P96TKMU-A / 31W01359
DSSC3	DSSC	Ductless Split System Condenser	Mitsubishi	PURY-P120TKMU-A / 33W01323

REFRIGERANT							
Date	Equipment	Description	*Action	**Type	Refrigerant	Quantity/PO	Source
03/25/26	DSSC10	Ductless Split System Condenser	A	VI	R410A	17.00	VS
03/26/26	DSSC3	Ductless Split System Condenser	A	VI	R410A	43.00	VS

* Action Key: A=Added, R=Recovered, RE=Reclaimed, REC=Reclaimed - Customer Supplied, RRTU=Recovered Same Unit, RLOS=Recovered Customer Stock
 ** Type Key: VI=Virgin, VIC=Virgin Customer Supplied, RTU=Return To Unit, RET=Return to Reclaim Center, LOS=Left on Site

Visit Approved By:	
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Signed By: n/a

Date: 03-26-2026 Time: 15:35

**CONTRACT FOR
ALTERNATIVE COMPLIANCE EXAMINATION ENGAGEMENT (ACEE)
OF
DALE COUNTY COMMISSION'S
Coronavirus State and Local Fiscal Recovery Funds**

This contract is entered into on the 28th day of May 2026, by and between the Department of Examiners of Public Accounts (EPA) and Dale County Commission, hereinafter referred to as the (DCC). The contracting parties hereby agree to the following:

I. Purpose and Scope

EPA shall conduct an Alternative Compliance Examination Engagement (ACEE) of DCC's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), for the period beginning October 1, 2024 and ending September 30, 2025. EPA will perform an examination of compliance with allowable activities and cost requirements of CSLFRF (Assistance Listing Number 21.027) as described in Title 31 U.S. Code of Federal Regulations, Part 35, Pandemic Relief Programs, Subpart A, Coronavirus State and Local Fiscal Recovery Funds published by the Department of Treasury. We will perform our examination in accordance with applicable attestation standards established by the American Institute of Certified Public Accountants (AICPA) and the standards applicable to attestation engagements contained in Government Auditing Standards, issued by the Comptroller General of the United States.

EPA will furnish copies of ACEE reports to DCC. Upon request, EPA will also furnish copies of the ACEE report to federal grantor agencies.

EPA shall make all working papers and reports available upon request for review by any federal grantor agency consistent with State and Federal law. EPA shall also retain all working papers and reports for a minimum period of five years from the date the ACEE report becomes final, unless EPA is notified in writing to extend the retention period.

II. Funding of ACEE

DCC agrees to reimburse EPA for its necessary and reasonable cost related to conducting the ACEE, including personnel costs and travel expenses incurred at the rate authorized by Alabama law. The maximum cost of the ACEE shall not exceed eight thousand eight hundred eighty dollars (\$8,880.00). However, in the event that EPA finds DCC has either failed to keep its records or expend its funds in accordance with federal guidelines or in the event there are changes in the preliminary scope of work, the maximum cost of the ACEE may be increased accordingly. If the cost of the ACEE will exceed the above-stated maximum, EPA will provide an estimate of the increased amount. DCC shall pay 80% of

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the ACEE costs upon full execution of the contract and 20% upon completion of field work as evidenced by invoices of the EPA.

III. General Provisions

The parties to this Contract agree with, and shall adhere to, the following:

A. Access to Records and Work Area

The Chief Examiner of EPA, the Comptroller General of the United States (if Federal funds), or any other duly authorized representatives of EPA shall have the right of access to any financial and operating data, pertinent books, documents, papers, and records of DCC for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to DCC's personnel for the purpose of interview and discussion related to the ACEE set forth in this Contract. This right of access is not limited to the required retention period, but shall last as long as the records are retained. The DCC also agrees to provide a working area for EPA personnel, which facilitates efficient fieldwork.

B. Compliance with Federal, State, and Local Laws

In addition to the provisions provided herein, the parties shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, et seq., Ala. Code 1975).

By signing this Contract, the parties affirm, for the duration of the Contract, 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, any party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

In compliance with Act 2016-312, the parties hereby certify that they are not currently engaged in, and will not engage in, boycott of a person or an entity based in or doing business with a jurisdiction with which the state (Alabama) can enjoy open trade.

C. Immunity and Dispute Resolution

The parties to this Contract recognize and acknowledge that EPA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14 of the Alabama Constitution of 2022. It is further acknowledged and agreed that

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none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by EPA of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

D. Indemnity

To the furthest extent permitted by law, DCC shall defend, indemnify, and hold harmless the EPA from any and all losses, consequential damages, expenses including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the DCC's failure to fulfill its obligations under this Contract.

E. Amendments

This Contract may be modified, altered, or amended from time to time throughout the duration of this Contract only by a written agreement duly executed by the parties hereto or their duly authorized representative.

F. Entirety

This Contract contains the entire written Contract between the parties as to the matters contained herein. Any oral representations or oral modifications concerning this Contract shall be of no force or effect.

G. Termination

This contract may be cancelled by either party upon 30 days written notice provided that any costs shall be paid.

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H. Term of Contract

This contract will begin on May 11, 2026 and end on May 11, 2027. EPA agrees to notify DCC in the event of any unforeseen delays affecting this schedule.

IN WITNESS THEROF, the parties have executed this Contract as of the date first written above.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Rachel Laurie Riddle
Chief Examiner

Dale County Commission



Steve McKinnon
Chairman

SAFETY COORDINATOR RESOLUTION

(NOTE: A new resolution is required whenever a new County Safety Coordinator has been appointed)

WHEREAS, Dale County Fund Member has agreed to establish the position of Safety Coordinator to oversee a safety program that will assist with the loss prevention efforts of the county; and

WHEREAS, the Safety Coordinator will be responsible for ensuring compliance with certain safety rules and regulations that protect the well-being of county employees and the general public; and

WHEREAS, the Safety Coordinator will be responsible for actions outlined in the *SIDP Guide*, which includes:

- Establishing a Countywide Safety Committee made up of at least one representative from each Safety-Sensitive Department, i.e., Sheriff's Office, Jail/Corrections, Road & Bridge Dept, Transportation, EMA, etc.;
- Coordinating and presiding over at least two Countywide Safety Committee meetings annually, maintaining agendas and sign-in sheets for those meetings, and reporting to the Commission;
- Assisting the County with determining its safety-sensitive departments, implementing safety rules, and the need for each safety-sensitive department to hold quarterly or at least four Departmental Safety meetings per year;
- Coordinating participation of Public Officials, Administrative Staff, Departmental Supervisors, Sheriff's Office Deputies, Correctional Officers/Jail Staff, and Road & Bridge Safety Directors in SIDP-required training;
- Attending and completing (along with Deputy or Co-SC, if named) one annual Safety Coordinator training;
- Assisting each safety-sensitive department with the attendance and completion of their respective training;
- Working with each safety-sensitive department's Safety Representative with periodic safety self-inspections of all vehicles, buildings, grounds, equipment, and machinery, and work practices/conditions to determine potential injury exposures and safety-related hazards;
- Assisting each safety-sensitive department's Safety Representative with the reviewing and investigating of all employee accidents for causes and making recommendations for improvements and corrections;
- Working with the Funds' Risk Management Consultants and following up with their recommendations;
- Assisting the County and Departments with documenting and maintaining inspection records and implementing any follow-up actions; and

WHEREAS, the Safety Coordinator will be responsible for ensuring all SIDP qualifications have been met, that will enable the County Fund Member to receive a substantial incentive discount on their insurance costs.

NOW WHEREFORE, BE IT RESOLVED that the position of Safety Coordinator for Dale County has been established and Cheryl Ganey has been appointed the County Safety Coordinator.

RESOLVED this 9th day of June, 2026.

Dale County Commission
John M. [Signature]
 County Commission Chairman (signature)

ATTEST:

Cheryl Ganey
 County Administrator (signature)

Adopted on: 060926

DFC 22 (Rev. 03-22)

**INSOLVENTS, ERRORS, LITIGATIONS AND UNSOLD TAX LIENS FOR 2025 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Dale COUNTY

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this ____9TH__ day of ____June____, 2026, Revenue Commissioner/Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment", "Taxes in Litigation", and "Unsold Tax Liens" on taxes for the current year 2025, as required by Code of AL 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

State Taxes		
Insolvents:	-- General _____	\$ 267.10
	-- Soldier _____	\$ 106.84
	-- School _____	\$ 320.52
Errors in Assessment:	-- General _____	\$ 11,725.05
	-- Soldier _____	\$ 4,690.02
	-- School _____	\$ 14,148.84
Taxes in Litigation:	-- General _____	\$ 0.00
	-- Soldier _____	\$ 0.00
	-- School _____	\$ 0.00
Unsold Tax Liens:	-- General _____	\$ 90.95
	-- Soldier _____	\$ 36.38
	-- School _____	\$ 109.14

And said Collector has also made his report for final allowance of the uncollected balances of **Insolvent Taxes** for the previous year 2024, as required by Code of AL 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes:	-- General _____	\$ 0.95
	-- Soldier _____	\$ 0.38
	-- School _____	\$ 1.14

And said Collector is also allowed credit for the following **taxes in litigation** for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2024 and Prior Years:	\$ 0.00	\$ 0.00	\$ 0.00

Given under my hand this ____9th__ day of ____June____, 2026



Presiding Officer

See Code of AL 1975, Sections 40-5-23 and 40-5-24 as to taxes of current year and Sections 40-5-26 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

BULL & WADE
ATTORNEYS AT LAW, LLC

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

BARBARA WADE

Attorney

daleattybwade@gmail.com

Tuesday June 9, 2026

Mr. Chairman,

I am writing to advise the Commission that certain matters presently before the Commission involve legal ramifications, legal options, and potential litigation exposure. These issues may result in litigation depending on the course of action taken, or not taken, by the County Commission.

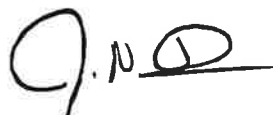
The Alabama Open Meetings Act permits a governmental body to enter executive session for this purpose. Specifically, Ala. Code § 36-25A-7(a)(3) provides that an executive session may be held:

“To discuss with their attorney the legal ramifications of and legal options for pending litigation, controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated if the governmental body pursues a proposed course of action...”

Based upon my review of the issues to be discussed, it is my opinion, as an attorney licensed to practice law in the State of Alabama, that the planned discussion falls within the exception set forth in Ala. Code § 36-25A-7(a)(3) because the Commission needs to discuss with its attorney the legal ramifications of and legal options concerning matters that could potentially result in litigation.

Due to the nature of the issues to be discussed, and because the discussion will involve legal advice, legal ramifications, potential litigation exposure, and related administrative matters, I recommend that the executive session include the County Commission, the County Administrator, and myself as County Attorney. In my opinion, the presence of the County Administrator is reasonably necessary to assist the Commission and counsel in addressing the factual, administrative, and operational issues related to the legal advice being provided.

Sincerely,

A handwritten signature in black ink, appearing to read "J. N. Bull", with a stylized flourish at the end.

J. Nicholas Bull
County Attorney
Dale County