



Dale County Commission

Commission Meeting Minutes – November 23, 2021

The Dale County Commission convened in a regular session Tuesday, November 23, 2021. The following members were present: Chairman Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson. Absent: District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham

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

APPROVED – AGENDA

Commissioner Wilson made a motion to approve the agenda with the following changes:

- Remove: Personnel Item – Christian Bostrom – R&B dept.
- Add: Personnel Item – Michael Chadwick – Sheriff dept.
- Add: Letter of Designation – FY 2022 Section 5311 Program.
- Add: EMA Resolution.
- Add: Asset Surplus Request.

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

APPROVED – MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 91526 – 91550.
- Payroll Check Numbers: 154778 - 154781.
- Direct Deposit Check Numbers: 40284 - 40421.

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

APPROVED – NOVEMBER 9, 2021 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on November 9, 2021.

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

APPROVED - PERSONNEL

Commissioner Wilson made a motion to approve the following:

- Corey DeBolt – Reserve Deputy – Sheriff Dept. – New Hire
- Jonathan Bess – from Maintenance Tech to Custodian – Re-evaluation of Position
- Michael Chadwick – Sheriff dept – Deputy Sheriff to Investigator – Promotion.

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

APPROVED – TRAVEL REQUEST

Commissioner Gary made a motion to approve the following travel request:

- Derek Brewer, Rd & Bridge – ACCA Legislative Conference Dec 8-9, 2021
Birmingham, AL - \$460.00
- Cheryl Ganey – Commission – CGEI: County Administration Update - January
26-27, 2022
Prattville, AL - \$505.28

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

APPROVED - RESCIND PROPOSED REDISTRICTING PLAN

Commissioner Gary made a motion to approve to rescind the proposed Redistricting Plan, approved on 11/09/21, due to an error in publication.

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

APPROVED - 2022 HOLIDAY SCHEDULE

Commissioner Gary made a motion to approve the calendar year 2022 holiday schedule for the Dale County Commission. See Exhibit 1.

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

APPROVED - ALCOHOL LICENSE APPLICATION

Commissioner Wilson made a motion to approve the alcohol license application for Dollar General Store 23143 at 1645 Co Rd 112, Midland City, AL 36360. See Exhibit 2.

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

APPROVED - CANCELLATION OF DECEMBER 28, 2021 MEETING

Commissioner Gary made a motion to approve the cancellation of the December 28, 2021 regular Commission meeting.

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

APPROVED - CHANGES IN CAPITAL ASSET SCHEDULE

Commissioner Gary made a motion to approve changes in the Capital Asset Schedule. See Exhibit 3.

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

APPROVED - AGREEMENT – TROY UNIVERSITY RADIO TOWER

Commissioner Gary made a motion to approve the Memorandum of Agreement between the Dale County Commission and Troy University for the use of Troy University towers for radio use by the Dale County Sheriff's Office. See Exhibit 4.

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

APPROVED - FY 2022 SECTION 5311 PROGRAM DESIGNATION

Commissioner Gary made a motion to approve a Letter of Designation for FY 2022 Section 5311 Program. See Exhibit 5.

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

APPROVED - EMERGENCY MANAGEMENT AGENCY (EMA) RESOLUTION

Commissioner Gary made a motion to approve an EMA Resolution. See Exhibit 6.

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

APPROVED - CAPITAL ASSET SURPLUS - SHERIFF

Commissioner Gary made a motion to approve the surplus of capital assets for the Sheriff's office. See Exhibit 7.

Commissioner Wilson 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, December 14, 2021 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.

Steve McKinnon, Chairman

DALE COUNTY COMMISSION

2022 Holiday Schedule

			10 hour employees	8 hour employees
January 17, 2022	Monday	MLK Day	10	8
February 21, 2022	Monday	Presidents' Day	10	8
Floating Holiday	March 14 - May 14		10	8
April 15, 2022	Friday	Good Friday	X	8
May 30, 2022	Monday	Memorial Day	10	8
June 20, 2022	Monday	Juneteenth	10	8
July 4, 2022	Monday	4th of July	10	8
Floating Holiday	July 18 - Sept 18		10	6
September 5, 2022	Monday	Labor Day	10	8
October 10, 2022	Monday	Columbus Day	10	8
November 11, 2022	Friday	Veterans' Day	X	8
November 24, 2022	Thursday	Thanksgiving	10	8
November 25, 2022	Friday	Thanksgiving	X	8
December 26, 2022	Monday	Christmas	10	8
TOTAL Holiday Hours			110	110



Adding Beer and Wine to Current Tobacco Permit

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20211101082543550

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **DOLLAR GENERAL STORE 23143** Filing Fee: \$100.00

Applicant: **DOLGENCORP LLC** Transfer Fee:

Location Address: 1645 COUNTY ROAD 112 MIDLAND CITY, AL 36350

Mailing Address: 100 MISSION RIDGE GOODLETTSVILLE, TN 37072

County: DALE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 01 Type Ownership: LLC

Book, Page, or Document info: A73 PAGE 173

Do you sell Draft Beer?:

Date Incorporated: 10/09/2008 State incorporated: TN County Incorporated: FRANKLIN

Date of Authority: 10/16/2008

Federal Tax ID: 61-0852764 Alabama State Sales Tax ID: R006106389

Name:	Title:	Date and Place of Birth:	Residence Address:
STEVEN G SUNDERLAND 133551131 - TN	CEO	02/04/1964 ELMHURST IL	3609 HILLDALE DRIVE NASHVILLE, TN 37215
BARBARA L SPRINGER 062367237 - TN	VP TREASURER	12/19/1967 WINTER HAVEN FL	1001 SAINT BLAISE TRAIL GALLATIN, TN 37066
JOHN W GARRATT 132392757 - TN	MEMBER	09/25/1968 CANTON OH	1625 CHAMPIONSHIP BLVD FRANKLIN, TN 37064

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: TRACY GRUBISIC

Business Phone: 334-000-0000

Fax:

Home Phone: 615-855-4000

Cell Phone:

E-mail: tax-beerandwinelicense@dollargeneral.com

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



Store #23143



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20211101082543550

Initial each

Signature page

SS

In reference to law violations, I attest to the truthfulness of the responses given within the application.

SS

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

SS

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

N/A

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

N/A

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

N/A

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

SS

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

SS

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

SS

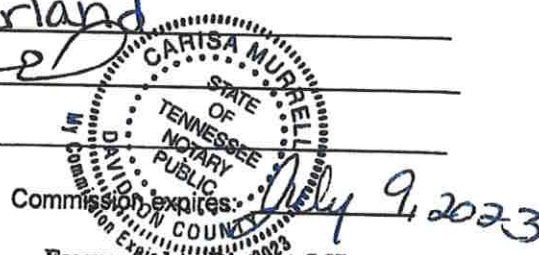
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Steven Sunderland

Signature of Applicant: [Signature]

Notary Name (print): Carisa Murrell

Notary Signature: [Signature]



Application Taken: 11/1/2021 App. Inv. Completed:
Submitted to Local Government:
Received in District Office: Reviewed by Supervisor:

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

ASSET #		FROM	TO	EFFECTIVE
3684	Motorola MTR 2000 100@ Repeater	Road & Bridge	Sheriff	5/3/2021
4037	Generator for Jail	EMA	Jail	5/3/2021
4091	2008 Chevrolet Uploader	Sheriff	Commission	9/23/2021
4091	2008 Chevrolet Uploader	Commission	Solid Waste	11/3/2021

**MEMORANDUM OF AGREEMENT
(Second Renewal)
BETWEEN
DALE COUNTY COMMISSION (DALE COUNTY SHERIFF'S DEPARTMENT)
AND
TROY UNIVERSITY (TROY UNIVERSITY POLICE)**

Because of an identified need for antenna space and a mutual desire to collaborate, the Dale County Commission and Troy University desire to work together for the mutual benefit of providing public safety radio communications on the Radio Towers at Troy University Main Campus Site (31-48-09.0N 085-57-27.4W) in Pike County, Troy University Barnes Crossroads (31-32-40.6N 085-40-03.8W) in Dale County, and Troy University Wicksburg site (31-12-31.0N 085-36-51.0W) in Houston County. The full intention of this Agreement is to aid in providing Public Safety Communications for multiple Public Safety Entities in Southeast Alabama specifically Pike and Dale Counties.

THIS AGREEMENT, is made this **8th day of December, 2021** and will terminate on the **8th day of December, 2024**. This agreement is between the Dale County Commission with its principle place of business being the Dale County Sheriff's Department, hereinafter referred to as the "Licensee" and Troy University with an address on University Avenue, Troy, Alabama referred to as "Licensor".

- A. Licensee has an interest in licensing/leasing space on the Troy University towers sites located in Pike, Dale, and Houston Counties for the receipt and transmission of wireless communications signals on its public safety 700/800 MHz P25 system. Neither the Licensee nor Licensor shall charge a fee to the other for the use of their towers or equipment during the term of this agreement.
- B. In order for Licensee to install and provide continuing maintenance on its equipment at the sites, it is necessary for employees, agents, or independent contractors of Licensee to enter upon and install or conduct maintenance on its communications equipment when accompanied by approved contractor;
- C. Troy University shall provide power for equipment.
- D. Licensee agrees to provide for radio use Licenses at no cost to the Licensor. It is understood that Troy University (Licensor) would be responsible to provide all radios for these Licenses. Licensee agrees to provide adequate representation on any Technical or Operations committees regarding the P25 radio system.
- E. Licensor agrees to maintain its tower, including but not limited to lights, painting, and other repairs and does not include maintenance on equipment owned and installed by Licensee.

- F. It is understood that Licensee covenants to secure, check, and service said equipment in such a manner that no damage shall be caused to the tower.
- G. All rights and liabilities herein given to or imposed upon the respective parties hereto shall, to the extent that such are assignable, extend to and bind the several and respective successors and assigns of the parties hereto.
- H. This agreement only may be amended or modified as may be mutually agreed upon by written instrument executed by the parties hereto.
- I. All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 30 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party from time to time change its Notice Address by written notice to the other party.

NOW THEREFORE, in consideration of the mutual promises, covenants undertakings and other considerations set forth in this Agreement, Licensor and Licensee agree as follows:

1. **CONSENT.** Licensor consents and agrees that Licensee, its employees, agents, and independent contractors ("Authorized Parties") may enter upon the tower sites and tower (herein the "Properties") to conduct and perform some or all of the following activities ("Permitted Activities") ; radio propagation studies, structural assessment, installation, and maintenance or replacement of communication equipment, and such other tests and inspections of the tower site which licensee may deem necessary or advisable. Licensee agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and removal of equipment on the Properties. This Agreement represents a license that is limited in purpose and scope to the least amount of access which is required to undertake and complete the Permitted Activities and does not represent a lease or create in Licensee, any interest in the Property or any other property owned or leased by Licensor.
2. **ACCESS,** Licensor agrees that the Authorized Parties may enter the tower site upon the Property to perform the Permitted Activities upon execution of the Agreement and may have access to the Properties 24 hours a day. Licensee agrees to provide the Licensor with as much advance notice prior to entering the properties as possible whenever feasible. Licensee will provide the Licensor with a 48 hour notice of scheduled maintenance activities. Licensor understands the emergency maintenance needs due to system outages could preclude the Licensee from providing Licensor with notification in a timely manner.

Licensor Contact: Buddy Johnson, 334.482.3287

Licensee Contact: Chief Deputy Mason Bynum, 334.379.0839

3. **REMOVAL OF PROPERTY.** Licensee agrees that it will, upon the conclusion of the term of this Agreement, remove any equipment installed on the Properties as a part of the Permitted Activities, and will return the Properties to the condition they were in before the Licensee's entry onto the Properties. In the event any equipment installed on the Properties by Licensee is not timely removed, Licensor, after giving Licensee thirty (30) days prior written notice, will have the right to remove such equipment and Licensee agrees to responsible for the reasonable costs of such removal, and shall reimburse Licensor for any costs Licensor incurs in such removal within thirty (30) days of receipt of an invoice therefor.
4. **INDEMNITY.** To the extent permitted by law, each party (the "Indemnitor") agrees to indemnify, save harmless, and defend the other, its directors, officers, employees and property management agent, if any, from and against any and all claims, actions, damages, liability, and expense in connection with death, personal injury and /or damage to property arising from or out of any occurrence in , upon or at the Properties caused by an act or omission of the Indemnitor, its agents, or employees in conduction the activities on the Properties. Any defense conducted by Indemnitor of any such claims, actions, damages, liability and expense will be conducted by attorneys chosen by Indemnitor, and Indemnitor will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorney's fees and any judgement that may be entered therein. The provisions of this paragraph 4 shall survive termination of the Agreement.
5. **INSURANCE.** Prior to entry upon the Properties, Licensee agrees to ensure that all Authorized Parties, including contractors, have a certificate of insurance in the amount of \$5 million evidencing Authorized Parties insurance coverage.
6. **GOVERNING LAW.** The parties agree that the interpretation and construction of the Agreement shall be governed by the laws of the state of ALABAMA, Pike County without regard to such state's conflict of law's provisions and should either party be required to legally enforce the terms and conditions of this Agreement then the non-prevailing party shall be responsible for the costs of said litigation including a reasonable attorney's fee to the prevailing party.
7. **LICENSOR SYSTEM.** Licensee acknowledges that any of the Licensor's equipment on the Properties is part of a currently operating wireless system, and agrees that Licensee will not undertake any activity on the Properties that will interfere with the operation of that system as currently built.
8. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
9. **NO THIRD PARTY.** This Agreement is expressly between the parties hereto and is not intended to provide any benefit to any third party not expressly identified herein, and any party not a party to this Agreement or expressly identified herein is hereby

expressly excluded as a third party beneficiary hereunder. This clause is not intended to prevent Licensee or Licensor from allowing other public safety entities from joining onto the P25 architecture network this Agreement permits.

- 10. **RENEWAL.** This Agreement will be reviewed and is renewable every three years with a maximum 5 renewals. There is no implied agreement for tower space usage should the radio system infrastructure change to a different Communications format and P25 Communications cease to be used.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LICENSOR:

Troy University

By: _____

Name: _____

Title: _____

LICENSEE:

Dale County Commission

By: Steve McKinrow

Name: Steve McKinrow

Title: Chairman



Commission Chairman
Steve McKinnon

Commissioners
Chis Carroll District 1
Donald O. Grantham District 2
Charles W. Gary District 3
Frankie Wilson District 4

County Administrator
Cheryl Ganey

Exhibit 5

November 23, 2021

Mr. Bradley B. Lindsey, P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Dear Mr. Lindsey:

Subject: Letter of Designation – FY 2022 Section 5311 Program

The **Dale County Commission** has carefully considered the selection of an implementing agency for its Section 5311 project. We designate the **Southeast Alabama Regional Planning and Development Commission dba Wiregrass Transit Authority** as our local implementing agency. The principal contact person for this project is Kenneth S. (Scott) Farmer. This designation remains in effect until rescinded by this Commission.

If you have any questions on this designation, please contact me at (334) 774-6025.

Sincerely,

A handwritten signature in black ink that reads "Steve McKinnon".

Steve McKinnon, Chairman

RESOLUTION

WHEREAS, on February 28, 2003, President Bush issued Homeland Security Presidential Directive Number 5 (HSPD-5), which directs the Homeland Security to develop and administer a National Incident Management System (NIMS), and

WHEREAS, the National Incident Management System represents a core set of doctrine, concepts, principles, terminology, and organizational processes to enable effective, efficient and collaborative incident management at all levels, and

WHEREAS, the National Incident Management System provides the structure and mechanisms for federal support to state and local incident managers, and


WHEREAS, Homeland Security Presidential Directive-5 requires all federal departments and agencies to adopts the National Incident Management System and to use it in domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation programs ad activities , and

WHEREAS, Homeland Security Presidential Directive-5 requires adoption of the National Incident Management System by local organizations as a condition for federal preparedness assistance (through grants, contracts, and other activities) beginning in FY 2005, now

THEREFORE BE IT RESOLVED, to comply with Homeland Security Presidential Directive-5 , DALE County Commission , Emergency Management Agency, and the DALE County LEPC (Local Emergency Planning Committee) hereby adopts the concepts and principles as outlined in the National Incident Management System.


This resolution adopted and approved this the 23 day of November , 2021 .

County Commission Chairman



Steve McKinnon

County EMA Director



Willie T. Worsham

Dale County Sheriff's Office Vehicles to surplus

Vin	Year	Make	Model	Mileage	Condition
4065- 1GNDT13SX62277481	2006	Chevrolet	Trailblazer / White		Drivable, Poor interior, multiple panels broken
3759- 1GNEK13048R244965	2008	Chevrolet	Tahoe / Gold		Drivable – Fair Exterior and interior
3752- 1GNFK13078R171526	2008	Chevrolet	Tahoe / Gold		Drivable – Fair Exterior and interior
4059- 1FMPU16L9YLC25579	2000	Ford	Expedition / Green		Drivable / Rusted under carriage
3823- 1C49JLAK2CW201929	2012	Jeep	Liberty White		Needs Engine
3769- 2B3AA4CT0AH128882	2010	Dodge	Charger		
3767- 2B3AA4CT6AH128885	2010	Dodge	Charger		
3763- 283KA43T89H548633	2010	Dodge	Charger		
3770- 2B3AA4CT4AH128884	2010	Dodge	Charger		
4046- 1GNFC13038R171858	2008	Chevrolet	Tahoe Black		Unsafe to drive per Jim Whaleys
4077- 1FMCU49339KD10680	2009	Ford	Escape Hybrid		