



Dale County Commission

Commission Meeting Minutes – November 25, 2025

The Dale County Commission convened in a regular session Tuesday, November 25, 2025 the following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; District Four Commissioner Frankie Wilson.

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

APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the agenda with the addition: SSUT Resolution, Bank Account, and Clayhatchee/Sheriff Agreement.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 103832– 104053.
- Payroll Check Numbers: 155055 – 155059.
- Direct Deposit Check Numbers: 434378 - 434684.

Minutes: Commission Meeting of October 28, 2025.

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

APPROVED – PERSONNEL

Commissioner Wilson made a motion to approve the following:

Employment:

- Juan Hernandez – Road & Bridge – Equipment Operator III – Promotion.

Sick Leave Donation:

- Caroline Jackson effective 11/06/25.

Training Travel:

- Nathan Ivey – Reappraisal – Advanced Appraisal Concepts – Opelika, AL – January 11-16, 2026.
- Steve McKinnon – Commission – ACCA Legislative Conference – Florence, AL – December 9-11, 2025.
- Kim Goode, Heather Whitlock, Tasha Brown – Revenue – Licensing Conference – Prattville, AL – December 2-4, 2025.

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

APPROVED – ECONOMIC DEVELOPMENT – OZARK AIRPORT

Commissioner Carroll made a motion to approve an expenditure, from the Lodging Tax Fund 110, in the amount of up to \$22,500 for development of an Ozark airport parcel.

Exhibit 1.

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

APPROVED – ECONOMIC DEVELOPMENT – FEASIBILITY STUDY

Commissioner Grantham made a motion to approve an expenditure of \$20,000, from the Lodging Tax Fund 110, for a feasibility study for a sports complex located on property purchased by the City of Ozark. Exhibit 2.

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

APPROVED – LODGING TAX ACT 2025-28 RESOLUTION

Commissioner Enfinger made a motion to approve a resolution for the distribution of lodging tax fund pursuant to ACT 2025-58. Exhibit 3.

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

APPROVED – 2026 HOLIDAY SCHEDULE

Commissioner Grantham made a motion to approve the 2026 holiday schedule for the Dale County Commission employees. Exhibit 4.

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

APPROVED – COUNTY LEVY FOR NEW ABC LICENSE

Commissioner Wilson made a motion to approve fees for new alcohol licenses created in the 2025 Alabama Legislative session. Exhibit 5.

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

APPROVED – CAPITAL ASSETS

Commissioner Grantham made a motion to approve the request to surplus asset #2324. Exhibit 6.

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

APPROVED – SSUT RESOLUTION

Commissioner Grantham made a motion to approve a Resolution to intervene as a defendant in the Simplified Seller Use Tax (SSUT) litigation. Exhibit 7.

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

APPROVED – NEW BANK ACCOUNT

Commissioner Wilson made a motion to approve the opening of a new bank account for the handling of the Flexible Spending Accounts. Also, to move \$10,000 from the General fund bank account into the new bank account as a Due To the General Fund.

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

APPROVED – SHERIFF & CITY OF CLAYHATCHEE AGREEMENT

Commissioner Grantham made a motion to approve the agreement with the Town of Clayhatchee for Common Service for Law Enforcement Services. Exhibit 8

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 9, 2025, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Carroll 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

Economic Development Lodging Tax Funding Request

Summary Project Description: Funding Request in Support of Development of Ozark Airport Parcel for future aviation industry – The Ozark-Dale County Economic Development Corporation applied for \$150,000 in tax credits through the Growing Alabama Program. The tax credits were donated by Synovus Bank, and the City of Ozark committed to a match of \$38,925 in capital outlay funds. The city was approved for the funding, but Barge has since determined a need for funding to cover a survey, Geotech, and plans necessary to request quotes to begin the work.

Description of Potential Impact: The land on the Ozark Airport is zoned aviation only, and land for aviation-related businesses is in high demand in this area due to the aviation ecosystem and proximity to Fort Rucker, the home of Army Aviation. An existing flight training school that has an office in the Ozark Technology Center “Incubator” building, is interested in expanding its operations and building a facility on the airport. This parcel would be a very viable option for this expansion project or other such projects. We are currently working with three potential businesses to occupy existing sites on the airport and will be left with no other available developed airport sites once these projects come to full fruition. The development of this site will create an opportunity for another aviation business to locate in the community.

Requested Amount: \$22,500

Percentage of Total Budget: 10.6%

State Contribution to the Project: \$150,000 in tax credits

Percentage of Budget: 71%

City of Ozark Investment in the Project: \$38,925

Percentage of Budget: 18%

Total Project Budget: \$211,425

Project Description:

This Growing Alabama project is intended for site work on a new industrial site on the Ozark Airport, which supports aviation as a target industry of the Ozark-Dale County Economic Development Corporation, largely due to Ozark’s proximity to Fort Rucker, the home of Army Aviation. This grading and paving project includes clearing and grubbing of 3 acres, erosion control, and building the entrance road to the site. This project is one step in the development of this project with future plans for utility work.

Project Partners: State of Alabama, City of Ozark, Dale County, ODEDC, Synovus Bank

Economic Development Lodging Tax Funding Request

Sports Complex Feasibility Study

Summary Project Description: Funding Request for a feasibility study for a sports complex located on property purchased by the City of Ozark for a multi-sports facility. The feasibility study will determine if this project is a wise investment of tax dollars, and if so, what the priority features of the park should be and how large the overall economic impact could be.

Description of Potential Impact: This new sports complex will be available county-wide by citizens and will attract visitors throughout the southeast for large tournaments which will bring economic impact through lodging, gas, retail, and restaurant revenue and will be a recruitment tool for future hotels, restaurants, gas stations, and other attractions. The quality-of-life element is also an industrial recruitment tool, as it makes the community more appealing to companies looking to locate and provides an asset to their employees.

Requested Amount: \$20,000

Total Committed by the City of Ozark to date: \$1,056,200

Total Project Cost: Not yet known. Study will play a role in determining this.

Project Partners: City of Ozark, Dale County, ODEDC

RESOLUTION OF THE DALE COUNTY COMMISSION
REGARDING DISTRIBUTION OF LODGING TAX FUNDS PURSUANT TO
ACT 2025-58

WHEREAS, the Alabama Legislature enacted Act 2025-58 (House Bill 135), amending § 45-23-243 of the Code of Alabama 1975, to authorize the Dale County Commission to levy a total lodging tax of four percent (4%) upon persons, firms, or corporations engaging in the business of renting or furnishing rooms, lodgings, or accommodations to transients in Dale County; and

WHEREAS, prior to the enactment of Act 2025-58, the Dale County Commission had levied a lodging tax of two percent (2%) under the authority of § 45-23-243, the proceeds of which were distributed for economic and tourism development purposes; and

WHEREAS, on July 23, 2024, the Dale County Commission voted to support an additional two percent (2%) levy authorized by Act 2025-58, effective June 1, 2025, for the same economic and tourism development purposes; and

WHEREAS, the Commission desires to clarify its intent regarding the timing of the distribution of proceeds derived from the additional two percent (2%) levy authorized by Act 2025-58.

NOW, THEREFORE, BE IT RESOLVED by the Dale County Commission as follows:

1. That the proceeds of the additional two percent (2%) lodging tax authorized by Act 2025-58 and supported by the Commission on July 23, 2024, shall be distributed on a monthly basis as collected, rather than on the same collection and distribution schedule as the original two percent (2%) levy.
2. That this method of distribution shall be separate and distinct from the existing distribution process for the original two percent (2%) lodging tax previously levied by the Commission.
3. That all proceeds shall continue to be deposited into a separate lodging-tax fund to be used exclusively for economic and tourism development or programs of incentives for economic or tourism development, as provided in § 45-23-243, Code of Alabama 1975, as amended by Act 2025-58.
4. That this resolution shall take effect immediately upon its adoption and shall apply to all proceeds collected from and after June 1, 2025.

This resolution is hereby passed and approved by the Dale County Commission in official session on this the 25th day of November, 2025.

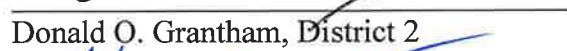
DALE COUNTY COMMISSION:



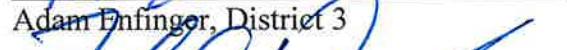
Steve McKinnon, Chairman



Chris Carroll, District 1



Donald O. Grantham, District 2

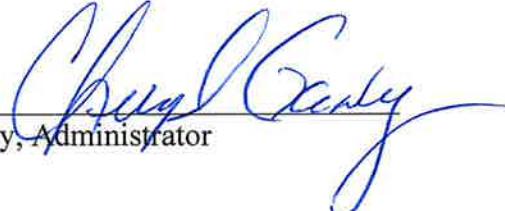


Adam Enfinger, District 3



Frankie Wilson, District 4

Attest:



Cheryl Ganey, Administrator

DALE COUNTY COMMISSION

2026 Holiday Schedule

			10 hour employees (Mon-Thurs)	8 hour employees (Mon-Fri)	12 hour employees (deputies/jailers)
January 01, 2026	Thursday	New Year's Day	10	8	12
January 19, 2026	Monday	MLK Day	10	8	12
February 16, 2026	Monday	Presidents' Day	10	8	12
* FLOATING (March 1st- April 30th) *			10	6	X
May 25, 2026	Monday	Memorial Day	10	8	12
June 19, 2026	Friday	Juneteenth	X	8	X
July 3, 2026	Friday	4th of July	X	8	X
* FLOATING (August 1st- September 30th) *			10	X	X
September 7, 2026	Monday	Labor Day	10	8	12
October 12, 2026	Monday	Columbus Day	10	8	12
November 11, 2026	Wednesday	Veterans' Day	10	8	12
November 26, 2026	Thursday	Thanksgiving	10	8	12
November 27, 2026	Friday	Thanksgiving	X	8	X
December 24, 2026	Thursday	Christmas Eve	10	8	2
December 25, 2026	Friday	Christmas	X	8	12
TOTAL HOLIDAY HOURS			110	110	110
Floating holiday hours are used with supervisor's approval.					

Exhibit 5

COUNTY (23) DALE 2025-2026		*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
TYPE LICENSE & CODE						
Government Venue License		\$ 50.00	\$250.00	<i>250.00</i>		
Event Storage License		\$ 50.00	\$550.00	<i>550.00</i>		
Educational Tourism Distillery		\$ 50.00	\$1,000.00	<i>1,000.00</i>		

* A non-refundable filing fee is charged to all new licenses and transfers.

SIGNED: Stan W. Johnson Chairman 11-25-25

Authorized County Official Title Date



Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division

2715 Gunter Park Drive West
 Montgomery, AL 36109
 Phone: 334-213-6300

November 4, 2025

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers
 Licensing and Compliance Division Director

Subject: Establishing County Levies for New ABC License Types

The 2025 Alabama Legislative Session resulted in the creation of three (3) alcohol license types to be issued by the Alabama ABC Board. The new license types have been established by the Board, but now require local action regarding your wet county alcohol license fees.

The attached form must be completed listing all fee amounts set by your county in column four (4). The new license types, along with the relevant ACT number, are listed below:

<u>New License Types</u>	<u>ACT Number</u>
Educational Tourism Distillery License	ACT 2025-413
Special Event Storage License	ACT 2025-405
Government Venue License	ACT 2025-405

Please provide your license fee information for the above license types **no later than December 12, 2025**. This form must be signed by an authorized county official. Please return your completed document to Scarlett.spivey@abc.alabama.gov or mail to the address above. If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible. If you do not provide fee information for the license types above by December 12, 2025, you will not be able to establish fees for these license types until the 2026-2027 ABC License renewal period, which begins June 1, 2026.

Received by: _____
 County: _____ *Date*

County Engineer
Matthew W. Murphy, P.E.



Assistant County Engineer
Andrew J. Faulk, P.E.

DALE COUNTY ROAD AND BRIDGE

MEMORANDUM

Date: November 25, 2025
To: Dale County Commission
From: Matt Murphy
County Engineer
Subject: Request Surplus Equipment (to be sold on govdeals.com)

Asset No:	Description	Model/Serial Number
2324	2007 Chevrolet Trailblazer	1GND13SX72263374

Commission Approved:

11/25/25
Date aj

AUTHORIZING DALE COUNTY TO PROTECT THE COUNTY'S INTERESTS BY INTERVENING AS A DEFENDANT IN THE SIMPLIFIED SELLER USE TAX (SSUT) LITIGATION

WHEREAS, the Alabama Simplified Seller Use Tax (SSUT) Remittance Act, codified at Section 40-23-191 et seq., Code of Alabama 1975, established a process by which the State of Alabama collects use taxes from eligible sellers on behalf of Alabama consumers; and

WHEREAS, on August 12, 2025, the City of Tuscaloosa, the School District of the City of Tuscaloosa, and the City of Mountain Brook filed a lawsuit in the Circuit Court of Montgomery County, Alabama against Vernon Barnett, in his official capacity as Commissioner of the Alabama Department of Revenue, asking the Court to direct Commissioner Barnett to disqualify particular business entities from the SSUT program; and

WHEREAS, on November 10, 2025, the Court imposed a 30-day deadline for any other interested parties to file motions to intervene in this litigation; and

WHEREAS, the SSUT program has been an essential source of revenue for Dale County, and the plaintiffs' lawsuit, if successful, would jeopardize the County's ability to maintain the current level of governmental services it provides to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE DALE COUNTY COMMISSION that the County is directed to take all necessary actions, whether by itself or as part of a joint undertaking, to intervene as a defendant in the SSUT litigation and to protect the County's interests in this critical revenue.

IN WITNESS WHEREOF, the County Commission has caused this resolution to be executed in its name and on its behalf by its Chair, on this 25th day of November, 2025.

DALE COUNTY COMMISSION



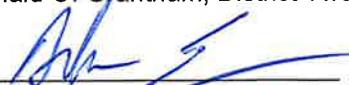
Steve McKinnon, Chairman



Chris Carroll, District One



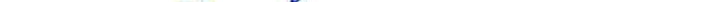
Donald O. Grantham, District Two



Adam Enfinger, District Three



Frankie Wilson, District Four



STATE OF ALABAMA)
COUNTY OF DALE)

COMMON SERVICE CONTRACT FOR LAW ENFORCEMENT SERVICES

This Agreement made and entered into by the Town of Clayhatchee, Alabama, hereinafter "the Municipality," Mason Bynum as Sheriff of Dale County, Alabama, solely in his official capacity as Sheriff, hereinafter referred to as "Sheriff," and Dale County, Alabama, a political subdivision of the State of Alabama, hereinafter referred to as "the County", as follows:

Recitals

1. Alabama Code section 45-23-235 (1975) and 11-102-1, et. seq. provides that Dale County may contract to provide law enforcement services to a municipality within its boundaries; and such law also allows the enforcement by the Sheriff and his duly commissioned deputies of laws within the corporate limits and police jurisdiction of the municipality including, without limitation, municipal ordinances, and the arrest or citation of any offenders as if the Sheriff and his deputies were duly constituted police officers of the municipality.
2. The Municipality is a municipality within the boundaries of Dale County, Alabama, and wishes enhanced law enforcement services within its entire lawful jurisdiction, to include without limitation, that area of land within the municipal boundaries of the Municipality in addition to an area outside of the limits of the Municipality and within the municipal police jurisdiction.
3. The Municipality desires to provide an enhanced level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management.
4. The Municipality desires and has requested that the Sheriff furnish law enforcement protection to the Municipality and its inhabitants and citizens, and perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within the Municipality to the extent herein provided. The Municipality agrees to reimburse the Sheriff for the cost of law enforcement services provided under this agreement.
5. The Dale County Commission, as the governing body of Dale County, has the authority to both agree upon the sufficiency of the sums provided by the Municipality, for the subject of police services, and to consent and approve of this Agreement.

6. The Dale County Commission, as the governing body of Dale County, concurs and supports the plan and program set out in this Agreement.

7. In seeking this support from the County, the Municipality agrees to protect the County from any liability associated with or assumed by the County as a result of the subject support and approval.

8. The Sheriff is an independent, constitutional officer of the State of Alabama.

9. It is further the desire of the Municipality that the responsibility for law enforcement within the Municipality be performed by the Sheriff under the terms of this Agreement, and to the extent such activity is consistent with law.

Now, therefore, in consideration of the foregoing and of the mutual promises contained herein, the parties hereto do hereby covenant, contract and agree as follows:

1. Authority to Act

The Municipality does hereby vest, by Ordinance and Resolution, in the Sheriff of Dale County, including each sworn officer and deputy of the Sheriff, who from time to time may be assigned under this Agreement, the police powers of the Municipality which are necessary to implement and carry forth the services, duties and responsibilities hereby imposed upon the Sheriff. The Sheriff and any officers of the Sheriff are hereby vested, without limitation, with the power to enforce the ordinances of the Municipality, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

2. Enforcement of Laws

The Sheriff shall, to the extent allowed by law, enforce federal, state and local laws applicable within the jurisdiction of the Municipality. The deputies provided under this Agreement by the Sheriff will have a general familiarity with the code of ordinances of the Municipality, and the Municipality will provide adequate copies of books of ordinances of the Municipality for this purpose at no cost to the Sheriff.

3. Purpose

The purpose of this Agreement shall be to provide the Municipality and the citizens represented by the Municipality with enhanced law enforcement by and through the Dale County Sheriff's Office.

4. Term

This Agreement shall take effect on and after its execution by the parties and extend through for a period of three years. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon thirty (30) days written notice to the other parties to this Agreement. Said notice shall be deemed delivered when a copy is delivered to the other parties and receipt therefore signed by the other parties. This contract may be extended for an additional three years upon the agreement of both parties.

5. Notices

Notices required to be given hereunder shall be given to the following persons:

Sheriff of Dale County, Alabama
Dale County Sheriff's Office
113 West Reynolds Street
Ozark, AL 36360

Town of Clayhatchee
Attn: Town Clerk
1 West Main Street
Daleville, AL 36322

6. Provision of Services by the County

The County is hereby acting in approval and agreement of the sufficiency of the funds as provided by the Municipality for the anticipated services. Notwithstanding this approval, however, the County in no way guarantees that said sum will continue to be sufficient for services rendered by the Sheriff. The parties further agree that this Agreement in no way binds the County to provide, without limitation, any additional funds, equipment, facilities, resources, including patrol vehicles, insurance, benefits, or equipment for safety, investigative, management, supervisory, or dispatching needs. In the event that the funds provided by the Municipality are determined by the Sheriff to no longer be sufficient to fund the service levels provided or to fulfill the expected duties described herein, the County shall in no way be bound to provide or make up any such shortfalls.

7. Provision of Services by the Sheriff

The Sheriff agrees to provide enhanced law enforcement services within the jurisdiction of the Municipality.

8. Personnel

The Sheriff retains the complete and sole authority concerning, without limitation, the direction, hiring, training, assignment, discipline, and dismissal of any Deputy Sheriff, including any other officer acting on behalf of the Sheriff, in the performance of services under this Agreement. Any deputy or officer performing services under this Agreement shall do so in accordance with his duties as an employee of the Dale County Sheriff's Office and consistent with all training and direction from the Sheriff. The Municipality reserves the right to request that the Sheriff transfer such personnel who, in the determination of the Municipality, fail to perform in a manner consistent with the standards contemplated herein. Such determination shall, however, be made at the sole discretion of the Sheriff.

9. Arrests, Crimes, Fines and Forfeitures

Arrests and criminal charges for violation of municipal ordinances are to include, without limitation, uniform traffic citations and all prosecutions therefore. Such arrests and criminal charges will be returnable to and prosecuted in the District Court of Dale County.

10. Municipal Law Enforcement Policy

The Sheriff may confer with the Municipality regarding law enforcement problems within the Municipality and may consider general policy direction from the Municipality. Such consideration may include direction concerning how its services are delivered, and to what geographic area of the Municipality a particular type or level of service should be delivered, in order to counteract law enforcement problems within the Municipality. In the event a concern arises over the general policy direction of the Municipality, the Sheriff may meet and confer with the Municipality on policy matters. However, deputies assigned under this Agreement shall at all times remain under the singular and exclusive control of the Sheriff. They shall not be controlled by, nor under the authority of, the Municipality, and nothing in this Agreement shall be construed to give the Municipality the right of control over deputies or their time.

11. Sheriff's Status

Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputies an agent, servant, or employee of the Municipality, or to diminish the power and authority vested in the Sheriff and his sworn officers as officials of the State of Alabama. The Sheriff remains an independent contractor for purposes of this Agreement.

12. Reimbursement

The initial reimbursement for actual expenses of the Sheriff for these additional duties shall be the amount of \$80,000 per annum, to be paid by the Municipality to the Commission in monthly

increments on, or before, the 10th of each month, beginning October, 2026. For payment during the first year, the municipality agrees to transfer title and ownership of all law enforcement equipment, including all law enforcement vehicles. After the first year, data will be available for the actual cost of the additional services to be rendered, and within 60 days after the conclusion of the first year, a budget will be created for the annual cost of the project and the amount of the initial contracted amount may be adjusted annual by the Commission, up or down, to cover the actual costs incurred by the Commission. In the event of termination of the contract, the Municipality shall be entitled to no refund of any funds previously paid, or due.

13. Liability of the Municipality and the Sheriff

Neither the Sheriff nor the County will defend or pay any judgment against the Municipality arising out of any act or omission of the Sheriff or any deputy performing services under this Agreement. All suits and claims against deputies and the Sheriff shall be handled by the Sheriff in accordance with normal procedures. The Sheriff may defend such lawsuits or claims. Nothing herein shall be construed to limit or modify Alabama law as it applies to the County, the Municipality, or the Sheriff, or diminish any immunity to which they are entitled.

14. Indemnification

The Municipality shall indemnify, defend, and hold the County and its affiliates, employees, agents, and representatives harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses (including attorneys' fees), for personal injury or property damage arising from acts or omissions by the Sheriff within the scope of this Agreement. This indemnification shall survive expiration of the Agreement. Nothing herein waives municipal liability caps under Alabama law.

15. Severability

If any term or provision of this Agreement or its application is held invalid, the remainder shall continue in full force and effect.

16. Entire Agreement

This Agreement reflects the full understanding of the parties and may only be amended in writing, signed by all parties.

17. State Law Applicable

This Agreement shall be construed under Alabama law. Venue shall lie in Dale County, Alabama.

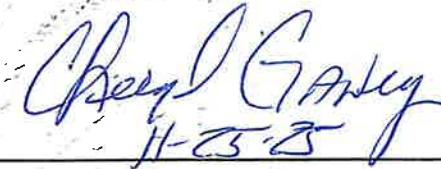
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11-17-25

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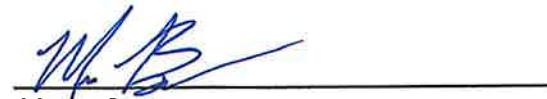
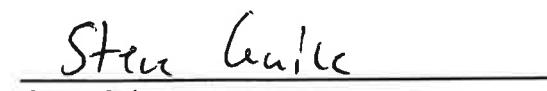
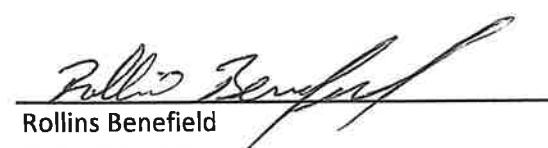
Date:

ATTEST:

11-17-25

Date

ATTEST:

11-17-25
Mason Bynum
Sheriff, Dale County, Alabama
Steve McKinnon
Chairman, Dale County Commission
Steve Guice
Mayor, Town of Clayhatchee, Alabama
Gene Triplett
Mayor Pro-Tempore/Council Seat 3
Bradley Cumbie
Council Seat 1
Rollins Benefield
Council Seat 2
Colt Holland
Council Seat 4
Casey Mills
Council Seat 5