



# ***Dale County Commission***

## **Commission Meeting Minutes – December 8, 2020**

The Dale County Commission convened in a regular session Tuesday, December 8, 2020. The following members were present: Chairman Steve McKinnon; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson. Absent: District One Commissioner Chris Carroll.

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 Gary made a motion to approve the agenda with the addition of the Administrator's employment contract.

Commissioner Wilson 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 88684-88796.
- Payroll Check Numbers: 154725-154728.
- Direct Deposit Check Numbers: 36714-36859.

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

### **APPROVED – NOVEMBER 24, 2020 MINUTES**

Commissioner Grantham made a motion to approve the Minutes of the Commission Meeting on November 24, 2020.

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

**APPROVED – PERSONNEL**

Commissioner Gary made a motion to approve the following:

Personnel:

- Approve - Heidi Deridder – Jail – Promotion - Certified Correction Officer - \$13.55 /hr.
- Approve - Mark Ashcroft – Revenue – Promotion - Gr.XII – Real Property Appraiser III \$19.74 /hr.

Amend personnel budget as follows:

- Remove Jail records clerk
- Remove Real Property Appraiser II

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

**APPROVED – TRAVEL REQUEST**

Commissioner Gary made a motion to approve the following:

- (1) Revenue Dept. – Motor Vehicle Conf. – Dec. 8-10, - Prattville, Al. – \$1,663.00
  - Nicole Peters
  - Heather Whitlock
  - Sarah Williams
  - Sierra Sentel

- (2) Commissioner Donald Grantham Dist. 2 – ALGTI County Commissioner Education Program – Prattville, Al. – January 13-15, 2021 - \$1,009.71.

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

**APPROVED – BOARD APPOINTMENTS – DALE COUNTY AG-PLEX AUTHORITY**

Commissioner Grantham made a motion to approve the following board appointments for the Dale County Ag-Plex Authority:

- Lenard Windham – Term expires December 31, 2024
- Lee Childers – Term expires December 31, 2024

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

**APPROVED – EMERGENCY REPAIR RD 33 GUARDRAIL**

Commissioner Grantham made a motion to approve the emergency repair of guardrail on County Rd 33. See Exhibit 1.

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

**APPROVED – RESOLUTION - PROJECT DCP-23-05-20 – ROAD & BRIDGE**

Commissioner Gary made a motion to approve the Road & Bridge Project DCP-23-05-20, County Rd 36. See Exhibit 2.

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

**APPROVED - FUND 151 JAIL AD VALOREM EXPENDITURE**

Commissioner Grantham made a motion to approve the expenditure for service of jail door and locks in the amount of \$5,600 by JB Lock Service, LLC.

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

**APPROVED – BUDGET AMENDMENTS - APPROPRIATION**

Commissioner Wilson made a motion to approve the budget amendment for 001-52950-290, Volunteer Fire Dept/Rescue appropriations, to include \$1,500.00 for South Dale EMS.

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

**APPROVED – LEGISLATION - SHERIFF**

Commissioner Grantham made a motion to approve submission of a Bill, an additional expense allowance and salary for the sheriff, to local legislative delegation and passage at the next available legislative session. See Exhibit 3.

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

**APPROVED – PERSONNEL - SICK LEAVE DONATION**

Commissioner Gary made a motion to approve the sick leave donation for Barbara Faulk.

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

**APPROVED – ADMINISTRATOR'S EMPLOYMENT CONTRACT**

Commissioner Grantham made a motion to approve the Administrator's employment contract. See Exhibit 4.

Commissioner Gary 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, January 12, 2021 at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

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

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



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Steve McKinnon, Chairman

# Dale County Road and Bridge

202 S. Hwy 123, Suite A  
Ozark, Alabama 36360

Telephone (334) 774-5875  
Fax (334) 774-6899

December 2, 2020

**Derek S. Brewer, P.E.**  
County Engineer  
**Drew Meacham, P.E.**  
Assistant Engineer

Dale County Commission  
202 S. Highway 123, Suite C  
Ozark, AL 36360

Dear Chairman and Commissioners:

The guardrail on County Road 33 bridge (B-125) was damaged beyond repair by Echo Logging. I, and the County Attorneys, have been attempting to require the insurance company for Echo Logging to pay for the repairs but the company has delayed settlement. The missing guardrails create a danger to the traveling public and we can wait no longer for their replacement. It is apparent the Commission will be required to meet this emergency now without the standard public advertisement for bids and seek reimbursement from the appropriate parties later.

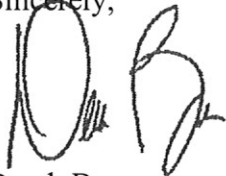
The Code of Alabama states as follows:

**“Section 41-16-53.** Letting of contracts without public Advertisement authorized in case of emergencies affecting public health, safety, etc. In case of emergency affecting public health, safety or convenience, so declared in writing by the awarding authority, setting forth the nature of the danger to public health, safety or convenience involved in delay, contracts may be let to the extent necessary to meet the emergency without public advertisement. Such action and the reasons therefore shall immediately be made public by the awarding authority.”

Based on this emergency affecting the public health, safety and convenience and in accordance with the appropriate law, it is my recommendation that the Commission immediately contract with H&L Construction, Inc. for the guardrail replacement for the price of \$ 61,525.00.

This company is qualified, has replaced guardrails for Dale County in the past and can proceed in a timely manner.

Sincerely,



Derek Brewer  
County Engineer





## H&L Construction, Inc.

6/2/2020

Attn: Klaudia Brophy  
Dale Co. Road & Bridge  
CR 33 G/R Repair

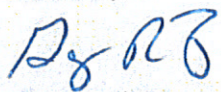
This quote is to relace g/r and end anchors on both sides of bridge  
to meet Mash Standards

**ITEMS**

Class A G/R	100	\$25.00 LFT	\$ 2,500.00
CLASS B G/R	575	\$60 LFT	\$ 34,500.00
Type 10 End Anchor	4	\$ 2,800.00	\$ 11,200.00
Type Special End Anchor	4	\$ 2,600.00	\$ 10,400.00
Removal of old G/R	575	\$ 3.00	\$ 1,725.00
Removal Of End Anchors	4	\$ 300.00	\$ 1,200.00
		TOTAL	\$ 61,525.00

RB

Sincerely,

  
Gary Rushing



ALABAMA GUARDRAIL, INC.  
 P O BOX 126  
 CLEVELAND, ALABAMA 35049  
 TELEPHONE (205) 625-3880  
 FACSIMILE (205) 625-3879

**QUOTE SHEET**

TO:	Drew Meacham	FROM:	KEITH DILLARD
COMPANY:	Dale County Road Department	DATE:	November 24, 2020
FAX/EMAIL:	meacham_drew@yahoo.com	TOTAL NO. OF PAGES INCLUDING COVER:	1
PHONE NUMBER:	(334) 445-6792	SENDER'S REFERENCE NUMBER:	
RE:	QUOTE: COUNTY ROAD 33		

We respectfully submit the following quote for guardrail material and installation, as per your request, on your project: **Dale County**

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Removing Guardrail	504	LF	\$ 6.00	\$ 3,024.00
Steel Beam Guardrail Class A Type 2	100	LF	\$ 28.00	\$ 2,800.00
Steel Beam Guardrail Class B Type 2(Case 3)	504	LF	\$ 175.00	\$ 88,200.00
Guardrail End Anchor Type 20 Series(MASH)	4	EA	\$ 3,600.00	\$ 14,400.00

**TOTAL QUOTE AMOUNT: \$108,424.00**

- All quotes are based on customer provided quantities.
- Alabama Guardrail, Inc. is not responsible for utilities
- Presence of any existing utilities will need to be relocated before installation.
- Price is good for 60 days.
- Quote based on the assumption there will be normal working conditions.
- Quote assumes rock will not be encountered.
- Quote is based on the 2020 Standard.

We are pleased to submit this quote for consideration. If approved, a Purchase Order, Work Agreement or Contract will be required prior to scheduling the work to be done. Thank you for thinking of us for your guardrail needs.

*Keith Dillard*

Keith Dillard, President

RESOLUTION

COUNTY OF DALE

STATE OF ALABAMA

Project No. DCP-23-05-20

WHEREAS, the County Commission of Dale County, Alabama, is desirous of constructing or improving, by force account, by contract or both, a road included in the Dale County Road System and described as follows:

Patching, Spot Leveling, Resurfacing and Striping East County Road 36 beginning at a point where East County Road 36 intersects State Highway 105; thence running East along East County Road 36 for a distance of 9.097 miles to a point where East County Road 36 intersects State Highway 27 at Echo.

WHEREAS, the County agrees to all of the provisions of the Countywide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the special session of the County Commission of Dale County, this 8<sup>th</sup> day of December, 2020.

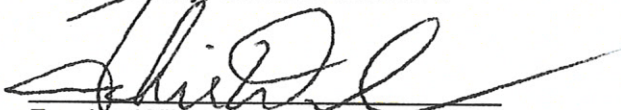
Dale County Commission  
Governing Body

  
Steve McKinnon, Chairperson

Chris Carroll, Member District 1

  
Donald Grantham, Member District 2

  
Charles Gary, Member District 3

  
Frankie Wilson, Member District 4



1 208731-1 : n : 11/19/2020 : FC / ma LSA2020-2361

2  
3  
4  
5  
6  
7  
8  
9 A BILL  
10 TO BE ENTITLED  
11 AN ACT  
12

13 Relating to Dale County; providing for an additional  
14 expense allowance and salary for the sheriff.

15 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

16 Section 1. Commencing on the first day of the month  
17 immediately following the effective date of this act, the  
18 Sheriff of Dale County shall be entitled to an additional  
19 expense allowance in the amount of fifteen thousand dollars  
20 (\$15,000) per annum, which shall be in addition to all other  
21 expense allowances, compensation, or salary provided by law.  
22 This expense allowance shall be payable in equal monthly  
23 installments from the general fund of the county and may be  
24 treated as compensation for retirement contributions.

25 Section 2. Beginning with the expiration of the term  
26 of the incumbent sheriff, the annual salary for the sheriff  
27 shall be increased by fifteen thousand dollars (\$15,000) per

1 annum, payable in equal monthly installments from the general  
2 fund of the county and at that time, Section 1 shall become  
3 void.

4 Section 3. This act shall become effective  
5 immediately following its passage and approval by the  
6 Governor, or its otherwise becoming law.

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

This Contract Extension Agreement is effective as of the 1<sup>st</sup> day of December 2020 between the Dale County Commission, hereinafter referred to as EMPLOYER, and Cheryl Ganey hereinafter referred to as EMPLOYEE.

**ARTICLE ONE**

**TERM OF EMPLOYMENT:** The Employer hereby employs the Employee and the Employee hereby accepts employment with the Employer for three years, beginning on the 1st day of December 2020 and continuing until the 30<sup>th</sup> of November 2023. The current contract with Employee is hereby superseded by this extension. This Agreement may be terminated by the parties at an earlier date, as hereinafter provided.

**CONTRACT RENEWAL:** This contract may be re-negotiated or extended by mutual consent, but nothing contained herein shall require the automatic roll-over or renewal of this contract without the agreement of both parties. By mutual agreement of the parties, this contract may be temporarily extended during contract renewal negotiations.

**ARTICLE TWO**

**DUTIES OF EMPLOYEE:** The Employee is hereby employed as the County Administrator of Dale County, Alabama. The Employee shall perform on a full-time basis all duties related to the finances and personnel matters of the County as assigned and directed by the Dale County Commission. The specific duties and responsibilities of the Employee are set forth in a job description which is incorporated herein as a part and parcel hereof. The job duties shall be continuing until modified by the Commission with the agreement of Employee.

Employee agrees to devote her full efforts toward her job as the County Administrator of Dale County. Employee's point of contact and direct supervisor shall be the Commission Chairman but Employee ultimately takes instruction from and answers to the Dale County Commission. Employee shall be considered an independent contractor, exempt from the policies and procedures governing other classified county employees, and shall receive no other salary increases, expense allowance, overtime, compensatory time, or other additional benefits other than those specifically enumerated herein or otherwise approved in advance by the County Commission.



**ARTICLE THREE**

**COMPENSATION:** As compensation rendered under this Agreement, the Employee shall be entitled to receive from the Employer a base salary of \$84,585. The Employee shall be entitled to receive the same "across the board" future increases, and at the same time, as granted to other Dale County employees. The compensation during each such employment year shall be payable in equal installments payable in the same manner that the other County employees are paid, which will be consistent with the County bookkeeping system, and prorated for any partial employment period.

**ARTICLE FOUR**

**EMPLOYEE BENEFITS:** The Employer agrees to include the Employee in the Retirement Systems of Alabama, and Employee shall be entitled to health insurance the same as granted and given to any other County employee. Employee shall keep time and attendance records for the purpose of accounting for, and have a record of, her entitlement to, and use of annual, sick and holiday compensation.

**HOLIDAYS:** The Employee shall be entitled to a holiday with full pay for all holidays as granted to all other County employees.

**ANNUAL LEAVE PAY:** During the term of this Agreement, the Employee shall accrue paid leave as granted and given to any other County employee. Unused leave may be carried over from existing contract to this contract. Employee will be paid for unused leave up to the limits set forth in the Dale County Personnel Manual at the conclusion of her employment with Dale County based upon her time and attendance records.

**PAID SICK LEAVE:** The Employee shall be entitled to paid sick leave as granted and given to all other County employees with comparable service time. Unused sick leave shall be carried over from the existing contract to this contract. Employee shall not be entitled to be paid for unused sick leave at the conclusion of her employment with Dale County.

**REIMBURSEMENT FOR TRAVEL:** The Employee may attend conferences, conventions, seminars, and other out-of-county functions at the request, with the approval of the Commission, and shall be entitled to reimbursement for reasonable out-of-pocket expenses, including registration, lodging, food, and incidentals which are considered a legal expenditure for such items. Also, if a County vehicle is not available, Employee shall be entitled to reimbursement for mileage for the use of a personal vehicle while on county business. Such reimbursement to be at the rate of mileage as established for any Dale County employee, and only upon the submission of a properly documented claim. It is

understood that Employee shall not be entitled to mileage for travel to and from her residence or for travel within Dale County.

## ARTICLE FIVE

### TERMINATION:

1. Cancellation by Employee. Employee may cancel this contract without cause by giving Employer 60 days advance notice.
2. Cancellation by Employer. The agreement may be cancelled by Employer during its term only for cause which shall include, but not limited to any one or more of the following: unethical, immoral, or illegal conduct; gross negligence; any provable offense for which a classified employee could be terminated under the Dale County Personnel Rules; or refusal or failure to follow specific directives of the Commission. In the event of the cancellation of the contract for cause by Employer, Employee shall be entitled to be notified of the charges of misconduct in writing, the proposed evidence against her, and within 10 days from her receipt of the notice, have a due process hearing before the Commission. At the due process hearing, the charges and evidence thereof shall be presented to the Commission by the County Attorney or such attorney he/she shall delegate and the Commission shall sit as a deliberative body as defined under the Alabama Open Meetings Act. Employee shall be entitled to be represented by legal counsel or another representative of her choosing; shall be entitled to appear and address the Commission, present all documents and witnesses she deems necessary, present any defenses to the charges. The Commission shall deliberate in Executive Session after the receipt of all evidence and, by majority vote taken in open session, rule on the charges and notify the Employee in writing of the decision. The Employee shall then have all rights allowed under the laws of the State of Alabama to have the matter reviewed in the Circuit Court of Dale County. The decision of the Commission shall be final, and Employee shall have no right to appeal the decision to the Dale County Personnel Board. Nothing herein shall prevent the employer and employee from mutually agreeing to the cancellation of the employment contract under such terms and conditions as may be agreed.
3. Cancellation by reason of Disability of Employee. Employer and Employee agree that the ability of Employee to perform her duties as Administrator is crucial to the management of the Dale County government. Should Employee become disabled or ill or absent to such an extent that she is, or will be, unable to continue to perform her duties as stated herein and such inability or failure to continue as Administrator is certified in writing by an impartial and qualified medical professional chosen by Employer, this agreement shall terminate. Upon the happening of such an occurrence as described herein, Employee shall cooperate with Employer in allowing medical examinations, as necessary. Employee shall receive her ordinary compensation and benefits under this contract, after use of all available sick and annual leave time, for a period of up to 90 days after the onset of the disability or until she is approved for

disability benefits under Retirement Systems of Alabama Rules, whichever comes first.

**EFFECT OF TERMINATION ON COMPENSATION:** In the event of the cancellation of this Agreement by the Employee prior to the completion of the terms of employment as specified herein, the Employee shall be entitled to the compensation earned by her up to the date of termination. In the event of a termination of the Employee for cause that is sustained after due process proceedings, then Employee shall not be entitled to further pay or benefits after the date of the final decision of the Commission other than payment for unused annual leave pay.

## **ARTICLE SIX**

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

**LAW GOVERNING AGREEMENT:** This Agreement shall be governed by and construed in accordance with the Laws of the State of Alabama. Venue for any action related hereto shall be in Dale County, Alabama.

**PAYMENT OF MONIES DUE DECEASED EMPLOYEE:** If the Employee dies prior to the expiration of the term of employment, any monies that may be due her from the Employer under this Agreement as of the date of his death shall be paid to her executor or administrator, or, if no executor or administrator has been appointed, then to her spouse, and if none, then to her heirs.

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

Dated this the 8th<sup>th</sup> day of December, 2020



Dale County Commission

Steve McKinnon

Steve McKinnon, Chairman

Attest:

Sheila Glaze

Sheila Glaze, Commission Clerk



Cheryl Ganey

Cheryl Ganey, Employee

**STATE OF ALABAMA  
DALE COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **CHERYL GANEY** whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 08 day of December, 2020.

{SEAL}

Linda June Miller

Linda Miller, Notary Public

My Commission Expires: 11-15-2022



# Administrator/Accountant

## Classification

Contract Position (full benefits)

## Grade/ Wage Range

To be determined by experience

## Reports to

Commission

## JOB DESCRIPTION

### Summary/Objective

The administrator provides general administrative direction of Commission functions; works with the Chairman in directing and managing of county administrative, legislative, fiscal, and managerial operations; plans, organizes and directs the activities of the Commission Office; and performs other related work as required. The administrator works closely with all members of the management team and others to ensure that his or her responsibilities are effectively and consistently discharged.

### Essential Functions

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Assists the Commission Chairman in the execution of his/her office with responsibilities in the areas of executive leadership, managerial and organizational effectiveness, fiscal planning and budget accountability, human resource management and development, public service and communication.
2. Assists the Commission Chairman by acting on his/her behalf with county departments, other agencies, state and federal representatives and the public.
3. Ensures that county policies, rules, regulations and operating programs are implemented.
4. Assists with the development, implementation and evaluation of a county strategic plan.
5. Assists the Chairman with the preparation and review of agenda items.
6. Ensures various records and reports including inventory records, financial and budget statements are prepared and maintained in accordance with state and county requirements.
7. Ensures minutes of Commission meetings are properly prepared and recorded.
8. Ensures required files and records are properly prepared and filed.
9. Establishes office procedures and practices to ensure posting and maintenance of journals and ledgers.
10. Maintains fund balances and invests county funds in low risk investments. Ensures funds are deposited and recorded.
11. Assists with the preparation and review of the county budget. Compiles any budget



- overruns and recommends necessary revisions.
12. Strives to improve efficiency and reduce costs in those areas that report to him or her.
  13. Assists Solid Waste department with customer billing and collection of past due accounts.
  14. Negotiates and maintains all corporate insurance policies.
  15. Works with the commission office to improve their skills, and encourages their professional development.
  16. Attends weekly staff meeting.

### **Competencies**

1. Collaboration Skills.
2. Communication Proficiency.
3. Discretion.
4. Ethical Conduct.
5. Financial Management.
6. Human Resources Capacity.
7. Organizational Skills.
8. Performance Management.
9. Personal Effectiveness/Credibility.
10. Presentation Skills.
11. Technical Capacity.

### **Supervisory Responsibility**

This position involves direct supervision of the commission office.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This is largely a sedentary role; however, some filing is required. This would require the ability to lift files, open filing cabinets and bend or stand on a stool as necessary. Must see well enough to read fine print and numbers and hear well enough to understand conversations. Must speak well enough to address small groups. Requires the body mobility to move freely about the office.

### **Position Type/Expected Hours of Work**

This is a full-time position. Days and hours of work are Monday through Thursday, 6:00 a.m. to 4:30 p.m. Must be willing to work overtime if necessary.

### **Travel**

Must be willing to travel to attend conferences, training, and seminars as required.



**Required Education and Experience**

1. GED or High School Diploma
2. Must have at least three years of recent and successful employment experience within an office administration environment with exposure to financial processes and procedures
3. Bachelor's degree required in Accounting or Finance

**Preferred Education and Experience**

1. Master's degree in accounting, business administration, finance, or a related field.

**Other Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Date