



## ***Dale County Commission***

### **Commission Meeting Minutes – April 27, 2021**

The Dale County Commission convened in a regular session Tuesday, April 27, 2021. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

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

#### **APPROVED – AGENDA**

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

- Add: Personnel item – Courthouse Security.
- Add: Work request from the Town of Ariton.

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

#### **APPROVED – MEMORANDUM OF WARRANTS**

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

- Accounts Payable Check Numbers 89797-89921.
- Payroll Check Numbers: 154748-154748.
- Direct Deposit Check Numbers: 38155-38299.

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

**APPROVED – APRIL 13, 2021 MINUTES**

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on April 13, 2021.

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

**APPROVED – PERSONNEL**

Commissioner Grantham made a motion to approve the following personnel changes:

- Scott Spurlock – Promotion – Chief Investigator – Sheriff's Office - \$19.17 /hr.
- Dale Meyer – Promotion - Lieutenant XII – Sheriff's Office - \$16.71 /hr.
- Justin Davis – Promotion – SGT. XI – Sheriff's Office - \$15.44 /hr.
- Michael Chadwick – New Hire – Deputy Sheriff - \$16.00 /hr.
- Catherine Michael Johnson – New Hire - Custodian – Maintenance - \$11.00 /hr..
- Stephanie Carmichael – New Hire – Courthouse Security – Sheriff's Office - \$13.20/hr.

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

**APPROVED – VIVIAN B ADAMS SCHOOL BD APPOINTMENT**

Commissioner Gary made a motion to approve the following to the Vivian B. Adams school board.

- Mr. Joe W. Adams – April 2021 – April 2024
- Dr. Diane Murphy – April 2021 – April 2024

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

**APPROVED - TRAVEL REQUEST**

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

- Willie Worsham, EMA Director – Conference – Mobile, Al.- June 22-24,2021 - \$700.00

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

**APPROVED - JAIL WORK REQUEST – ROAD & BRIDGE**

Commissioner Carroll made a motion to approve the patching of potholes for the Dale County Jail department by the Road & Bridge department. Total cost \$445.12 to be paid by the Dale County Jail department.

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

**APPROVED - ACCA INVESTING IN ALABAMA COUNTIES (IAC) AGREEMENT**

Commissioner Grantham made a motion to approve the ACCA Investing in Alabama Counties Maintenance and Support Membership. See Exhibit 1.

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

**APPROVED - ALCOHOL LICENSE APPLICATION**

Commissioner Grantham made a motion to approve the alcohol license application for Dollar General in Skipperville, AL.

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

**APPROVED - TOWN OF ARITON WORK REQUEST – ROAD & BRIDGE**

Commissioner Carroll made a motion to approve the work request from the Town of Ariton. See Exhibit 2.

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, May 11, 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

**Association of County Commissions of Alabama  
Investing in Alabama Counties Program  
Maintenance and Support Membership Agreement**

**The American Rescue Plan Act of 2021**

Pursuant to the American Rescue Plan Act of 2021, federal funds will be allocated directly to Alabama counties based on the county share of the U.S. population based on the most recent data available from the U.S. Census Bureau. The first half of these funds will be distributed in May 2021 and the second half will be distributed not sooner than 12 months later. These funds are designed to aid in response to the COVID-19 public health emergency and its negative impacts. The funds are to be used by December 31, 2024.

Pursuant to the American Rescue Plan Act of 2021, allowable uses of these funds are:

- to respond to the public health emergency with respect to COVID-19;
- to provide assistance to households, small businesses and nonprofits related to the negative economic impacts of COVID-19;
- to aid impacted industries such as tourism, travel and hospitality;
- to provide for government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency;
- to make necessary investments in water, sewer or broadband infrastructure; or
- to include premium pay for eligible workers performing essential work (as determined by each state) during the pandemic.

The United States Treasury is expected to issue more detailed guidelines for the expenditure of these funds in the near future. Alabama law will govern ways counties can offer services. Local governments are ultimately responsible for the appropriate use of the funds and should ensure that the proper internal controls are in place.

**Purpose of the ACCA Investing in Alabama Counties Program**

The Association of County Commissions of Alabama (The Association) is organized for the purpose of promoting better county government, economy, efficiency in office, and representing the interests of the several counties of the State. The Association acts as an agency of cooperation among Alabama's counties and other governmental bodies for the advancement of the joint and several interests and general welfare of its members. The Association wishes to partner with counties in developing programs that best meet the needs of the participating counties and have the greatest lasting impact for each county. The Investing in Alabama Counties Program will serve as an educational, intergovernmental, compliance and technical resource to participating counties for the implementation and administration of the county's share of the American Rescue Plan Act funds.

Based upon the foregoing, the Association of County Commissions of Alabama (hereinafter "The Association") and           Dale           County Commission (hereinafter "The County") do hereby enter into this Maintenance and Support Membership Agreement (hereinafter "Agreement").

1. Pursuant to authority granted in Ala. Code § 11-1-15, *Code of Alabama* (1975), The County hereby agrees to participate in The Association's Investing in Alabama Counties Program wherein The Association will provide administrative support in the areas of educational, intergovernmental, compliance and technical assistance related to the use of funds received by The County from the American Rescue Plan Act of 2021.
2. The County understands and agrees that it will provide The Association with all information, cooperation and assistance that, in the opinion of The Association, is necessary for the proper implementation of this Agreement.
3. In maintenance and support of The Association's Investing in Alabama Counties Program, The County hereby agrees that it will appropriate to The Association a flat fee of 8% on the first \$7 million in funds to be received and 5% on any funds to be received in excess of \$7 million. The Association will provide an invoice to the County and the fee is to be paid in full to the Association no later than October 6, 2021.
4. The County agrees that it will comply with the requirements of The American Rescue Plan Act of 2021, any written guidelines provided by the United States Department of Treasury or the Office of the Inspector General, and all applicable requirements under Alabama or federal law. The Association will not be financially and/or legally responsible for any misuse of the funds by the County.
5. All parties understand and agree that all information exchanged with each other and/or any other entity pursuant to this Agreement and any procedures for the implementation, operation, or administration of the Investing in Alabama Counties Program, including but not limited to printed, written, oral, or computer-formatted information, shall be held in the strictest confidence and shall be used solely for the purposes that are the subject of this Agreement, unless otherwise provided by law. Both parties shall fully maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination, unless otherwise provided by law.
6. Both parties agree that this Agreement shall become effective upon execution by both parties and remain and continue in full force and effect until December 31, 2024, unless and until terminated in writing by either party upon 90 days written notice to the other party. Upon termination of the Agreement, a refund will be limited to unearned fees.
7. By signing this Agreement, both parties affirm, for the duration of the Agreement, 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, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. A party found to be in violation of this provision shall not be entitled to a refund of any fees previously paid.
8. This Agreement is not assignable or transferrable to any other party.
9. This Agreement shall be construed, and the provisions hereof interpreted under and in accordance with the laws of the State of Alabama.

10. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

11. The terms of this Agreement may be supplemented, amended or modified as necessary under the provisions of the American Rescue Plan Act of 2021 or federal or state guidance and to allow for the best delivery of services to the County. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by both parties.

12. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express, or implied.

Executed on this the 27<sup>th</sup> day of April, 2021.

THE COUNTY

ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA

By: *Steve McQuinn*  
Signature of Authorized Agent

By: \_\_\_\_\_  
Signature of Authorized Agent

*Chairman*  
Title

\_\_\_\_\_  
Title

# Work Request Form

Dale County Road & Bridge Department

Exhibit 2

Government Entity: Town of Ariton - Mayor Dave Walsh per Chris Carroll

Date Requested: 4/27/2021

Requested by: Chris Carroll

Signature: \_\_\_\_\_

Project Location: Oak Street in Ariton

Description of Work: Pothole Patching

Cost Estimate: \$1,335.36 (Approx. 6 tons @ \$222.56 each)

(to be completed by County  
Engineer and/or personnel

### Road and Bridge Reimbursement Options:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

1. 100% by the requesting entity (TOWN OF ARITON)
2. 50% General Fund /50% requesting entity
3. 100% by the General Fund

Commission Meeting Date: 4/27/2021

Approved (Y/N): By Commission 04-29-21

*cg*

**NOTE:** Responsible party will be invoiced the actual county cost for labor, equipment use and materials. Equipment use cost is based on Blue Book rates.

**Cheryl Ganey**

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**From:** chris.4ccattle@gmail.com  
**Sent:** Monday, April 26, 2021 10:29 AM  
**To:** Work Email  
**Subject:** Fwd: Request for Assistance on Oak Street, Ariton  
**Attachments:** Oak Street Map.pdf; Untitled attachment 00260.html

Sent from my iPhone

Begin forwarded message:

**From:** David Walsh <[dwalsh482@gmail.com](mailto:dwalsh482@gmail.com)>  
**Date:** April 23, 2021 at 9:45:35 AM CDT  
**To:** [chris.4ccattle@gmail.com](mailto:chris.4ccattle@gmail.com)  
**Subject:** Request for Assistance on Oak Street, Ariton

Chris,

The Town of Ariton is requesting assistance from the Dale County Commission to repair/patch Oak Street in Ariton. The road is a connector between the west side of Creel Richardson Road and Hwy. 123 on the west side of Ariton. The road, which only has a handful of residents, is used by the school buses as a safer egress from Creel Richardson Road at the end of the school day. The route off of Oak Street makes it easier and safer for the buses to enter Hwy. 123 since the Creel Richardson exit puts the buses at the bottom of a short, blind hill.

The Town of Ariton is looking into a complete re-paving of Oak Street, but we can not do that in the near future.

We appreciate the Dale County Commission's consideration of this issue.

Dave Walsh  
Mayor, Town of Ariton



