

# ***Dale County Commission***

**Commission Meeting Minutes - December 11, 2018**

The Dale County Commission convened in a regular session Tuesday, December 11, 2018. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 10:15am. Commissioner McKinnon opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

## **APPROVED – AGENDA**

Commissioner Gary made a motion to approve the agenda with the removal of the work request from the Board of Education.

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

## **APPROVED – MEMORANDUM OF WARRANTS**

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

- Accounts Payable Check Numbers 82082-82186.
- Payroll Check Numbers: 154520-154525.
- Direct Deposit Check Numbers: 29325-29464.

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

## **APPROVED – NOVEMBER 27, 2018 MINUTES**

Commissioner Wilson made a motion to approve the Minutes of the Commission Meeting on November 27, 2018.

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

**APPROVED – COUNTY RD 16 CONTRACT**

Commissioner McKinnon made a motion to approve authorize the Chairman to sign the contract with Wiregrass Construction Co., Inc. for the patch, level resurface stripe and widening on CR-16. See Exhibit 1.

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

**APPROVED – MORGUE CONSTRUCTION**

Commissioner McKinnon made a motion to approve up to \$4,500.00 spent from the Capital Expenditure Fund-116 for construction of a morgue.

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

**APPROVED – WORK REQUEST – TOWN OF NEWTON**

Commissioner Gary made a motion to approve work for the Town of Newton at 100% reimbursement. Town council must approve and letter received by County. See Exhibit 2.

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

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, January 8, 2019 at 10:00 a.m.

**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.



**Mark Blankenship, Commission Chairman**

**CONTRACT**

Project No. ST-023-888-000

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of December  
 (Day) (Month)  
 Two Thousand eighteen, by and between the  
 (Year written in words)  
 Dale County Commission, party of the first part (hereinafter called the **Owner**)  
 and Wiregrass Construction Company, Inc. of  
 (Name of Contractor)  
P.O. Box 48, Ariton, AL 36830, party  
 (Mailing Address)  
 of the second part (hereinafter called the **Contractor**), WITNESSETH:

WHEREAS, the **Owner** desires the construction of PATCH, LEVEL RESURFACE, STRIPE AND WIDENING ON CR-16 FROM CR-61 TO GOLDBERG STAGE FIELD, (hereinafter called the **Project**), and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for the said **Project**;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The **Contractor** promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the **Project** in the Dale County, Alabama, known as Project Number ST-023-888-008, in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared by (or for) the **Owner**, the originals of which are on file with the **Owner**, and which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to Five Hundred Twenty-Seven Thousand Three Hundred and Four and 45/100 dollars (\$ 527,304.45) payments to be made as provided in said Specifications upon presentation of the proper certificates of the **Owner** and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the **Owner**, subject at all times to the inspection and approval of the United States Secretary of Transportation, or his agents, and in accordance with the rules and regulations made pursuant to the Federal Highway Act and Acts of the Federal Congress, amendatory and/or supplementary thereto.

4. The decision of the **Owner** upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said **Contractor** shall be final and conclusive.

5. The **Contractor** agrees to abide by ALDOT's "Principles of Business Conduct".

IN WITNESS WHEREOF, THE DALE COUNTY COMMISSION has caused these presents to be executed by its CHAIRMAN and \_\_\_\_\_ (Name of Contractor) Wiregrass Construction Company, Inc., the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST:

DALE COUNTY COMMISSION,

[Signature]  
Dale County Clerk

By: [Signature]  
as Chairman

NAME OF CONTRACTOR: Wiregrass Construction Company, Inc.  
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: 5957

By: (X) [Signature]  
Contractor's Signature  
Jeff Howell  
(Print Name) **Asst Secretary**  
Title

(X) [Signature]  
Witness  
Adrienne Slavins  
(Print Name)  
Contract Admin  
Title

By: (X) \_\_\_\_\_  
Contractor's Signature  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

(X) \_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

By: (X) \_\_\_\_\_  
Contractor's Signature  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

(X) \_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title



Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: Wiregrass Construction Company, Inc.  
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) [Signature] Contractor's Signature Jeff Howell  
Title/Address Asst Secretary  
(X) [Signature] Witness Contract Admin  
Title

By: (X) \_\_\_\_\_ Contractor's Signature \_\_\_\_\_  
Title/Address \_\_\_\_\_ Witness \_\_\_\_\_  
Title

By: (X) \_\_\_\_\_ Contractor's Signature \_\_\_\_\_  
Title/Address \_\_\_\_\_ Witness \_\_\_\_\_  
Title

Western Surety Company and Liberty Mutual Insurance Company

NAME OF SURETY  
BY: Renee Ellis  
Renee Ellis ATTORNEY-IN-FACT  
Countersigned by Alabama Licensed Insurance  
Producer for Surety, if applicable:

Renee Ellis License No. 041779  
Producer's Name License No.  
2601 Bell Road, Montgomery, Alabama 36117  
Address

**NOTICE TO INSURANCE PRODUCER:**  
Please print or write legibly your name and complete address below including PRODUCER'S COMPANY

Renee Ellis, License No. 041779  
Turner Insurance & Bonding Company  
2601 Bell Road, Montgomery, Alabama 36117  
PRODUCER'S COMPANY

**BOND**  
**FOR PAYMENT OF**  
**LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES**

STATE OF ALABAMA,  
DALE COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That Wiregrass Construction Company, Inc.

\_\_\_\_\_, as Principal, and,  
Western Surety Company and Liberty Mutual Insurance Company, as Surety,

are held and firmly bound unto the DALE COUNTY COMMISSION, as Obligee, in the penal sum of  
Five Hundred Twenty-Seven Thousand Three Hundred Four and 45/100 Dollars

(\$ 527,304.45), for the payment of which well and truly to be made, we hereby bind ourselves,  
our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of PATCH, G-TREATMENT, LEVEL, RESURFACE, STRIPE AND WIDENING ON CR-16 FROM CR-61 TO GOLDBERG STAGE FIELD in DALE County, Alabama, to-wit: known as Project No. ST-023-888-008, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, the above bound Surety shall be liable for the payment of such labor, material, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.



The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: Wiregrass Construction Company, Inc.  
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) [Signature] Contractor's Signature Jeff Howell  
Title/Address Asst Secretary  
(X) [Signature] Witness Contract Admin  
Title

By: (X) \_\_\_\_\_ Contractor's Signature \_\_\_\_\_  
Title/Address \_\_\_\_\_ Witness \_\_\_\_\_  
Title

By: (X) \_\_\_\_\_ Contractor's Signature \_\_\_\_\_  
Title/Address \_\_\_\_\_ Witness \_\_\_\_\_  
Title

Western Surety Company and Liberty Mutual Insurance Company

NAME OF SURETY

BY: Renee Ellis

Renee Ellis ATTORNEY-IN-FACT  
Countersigned by Alabama Licensed Insurance  
Producer for Surety, if applicable:

Renee Ellis 041779  
Producer's Name License No.  
2601 Bell Road, Montgomery, Alabama 36117  
Address

**NOTICE TO INSURANCE PRODUCER:**  
Please print or write legibly your name and  
complete address below including  
PRODUCER'S COMPANY

Renee Ellis, License No. 041779

Turner Insurance & Bonding Company, Inc.

2601 Bell Road, Montgomery, Alabama 36117  
PRODUCER'S COMPANY



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton Kopf III, Individually** A

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2018



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the 'Companies'), pursuant to and by authority herein set forth, does hereby name, constitute and appoint David J. Durden; Renee Ellis; Thomas J. Gentile; Milton A. Kopf; Billie Jo Sanders; Paul B. Scott Jr

all of the city of Montgomery, state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2018



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of August, 2018, before me personally appeared David M. Carey who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12 Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_, 20\_\_.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Work Request Form  
Dale County Road & Bridge Department

Exhibit 2

Government Entity: Town of Newton

Date Requested: 12/03/2018

Requested by: Mayor Pruitt

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

Project Location: East King Street  
Newton

Description of Work: Repair undermined road

Cost Estimate: \$11,589.00

(to be completed by County  
Engineer and/or personnel)

**Road and Bridge Reimbursement Options:**

X \_\_\_\_\_

1. 100% by the requesting entity

\_\_\_\_\_

2. 50% General Fund /50% requesting entity

\_\_\_\_\_

3. 100% by the General Fund

Commission Meeting Date: 12/11/2018

Approved (Y/N): Yes, if Council approves letter sent. *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.

**TOWN OF NEWTON  
EAST KING ST.**

Ditch, build berm, clip shoulders, seed and fertilize

Take down trees

**LABOR**

6 men - 15 hrs each  
(2 CDL, 1 Operator, 2 Laborers  
& 1 Foreman)

\$ 3,232.00

**LABOR**

6 men - 15 hrs each  
(2 CDL, 1 Operator, 2 Laborers  
& 1 Foreman)

\$ 3,232.00

**\$ 3,232.00**

**\$ 3,232.00**

**EQUIPMENT**

2 Kenworth Dump Trucks  
1 Skid Steer  
1 Excavator  
1 Service Truck

\$ 2,265.00  
\$ 833.00  
\$ 1,204.00  
\$ 298.00

**\$ 4,600.00**

**EQUIPMENT**

2 Kenworth Dump Trucks  
1 Chain Saw  
1 Excavator  
1 Service Truck

\$ 2,265.00  
\$ 50.00  
\$ 1,204.00  
\$ 298.00

**\$ 3,817.00**

**MATERIAL**

4 loads Class II Rip Rap  
6 loads of clay base  
1 load dense grade  
4 rolls of matting  
Seed and Fertilizer

\$ 4,160.00  
\$ 120.00  
\$ 708.00  
\$ 112.00  
\$ 25.00

**\$ 5,125.00**

**TOTAL \$ 20,066.00**

To be billed

**\$ 11,589.00**

To be donated

**\$ 8,417.00**