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 14th day of December (Month), Two Thousand Eighteen (Year written in words), by and between the Dale County Commission, party of the first part (hereinafter called the Owner)

and __________________________ of

Wiregrass Construction Company, Inc.

P.O. Box 48, Ariton, AL 36321 (Name of Contractor)
(Mailing Address)

of the second part (hereinafter called the Contractor), WITNESSETH:

WHEREAS, the Owner desires the construction of PATCH, LEVEL RESURFACE, STRIPE AMD 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 _____________________________________________________________________________.

Wiregrass Construction Company, Inc., the Contractor, has hereto set his hand and seal this the day and year above written.

ATTEST:

[Signature]
Dale County Clerk

DALE COUNTY COMMISSION,

By: ____________________________
   as Chairman

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

ALABAMA CONTRACTOR’S LICENSE NUMBER: 5987

By: (X)  ________________
   Contractor’s Signature

________________________
(Print Name)
Jeff Howell
Asst Secretary

(X)  ____________________________
   Witness

________________________
(Print Name)
Adrienne Slavins
Contract Admin

By: (X)  ________________
   Contractor’s Signature

________________________
(Print Name)

(X)  ____________________________
   Witness

________________________
(Print Name)

(X)  ____________________________
   Witness

________________________
(Print Name)

________________________
(Print Name)

Title

Title

Title
BOND
FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
DALE COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That ____________________________, 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 faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly and efficiently prosecute said work in accordance with the Contract, the above bound Surety shall, at its own expense, take charge of said work and complete the Contract, pursuant to the terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee authorize the Obligee to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Obligee shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.
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 hereinafore 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) Contractor’s Signature
Jeff Howell
Title/Address: Ass’t Secretary

By: 
(X) Contractor’s Signature
Title/Address

By: 
(X) Contractor’s Signature
Title/Address

Western Surety Company and Liberty Mutual Insurance Company

NAME OF SURETY

BY: 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

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 ________, as Principal, and,
Western Surety Company and Liberty Mutual Insurance Company
______, as Surety,
are held and firmly bound unto the DALE COUNTY COMMISSION, as Oblige, 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 Oblige, for the construction of
PATCH, G-TREATMENT, LEVEL, RESURFACE, STRIPE AND WIDENING ON CR-16 FROM CR-51
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.

By: (X)__________________________
    Contractor's Signature
    Title/Address
    Jeff Howell
    Asst Secretary

By: (X)__________________________
    Contractor's Signature
    Title/Address

By: (X)__________________________
    Contractor's Signature
    Title/Address

Western Surety Company and Liberty Mutual Insurance Company

NAME OF SURETY: 

BY: 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


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 hereeto affixed on this 19th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruffat, Vice President

State of South Dakota
County of Minnehaha

On this 19th day of June, 2015, before me personally came Paul T. Bruffat, 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, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary, of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereincumbent 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, Assistant Secretary
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 cities of Montgomery, state of AL, 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.

State of Pennsylvania
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

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 attach therein 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, 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 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 attach therein the seal of the Corporation. 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, whenever 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, 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 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 23rd day of August 2018.

By:

Renee C. Llewellyn, Assistant Secretary
Work Request Form
Dale County Road & Bridge Department

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:

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 approved letter sent.

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 burm, clip shoulders, seed and fertilize

| **LABOR** |
|------------------|--------|
| 6 men - 15 hrs each | $ 3,232.00 |
| (2 CDL, 1 Operator, 2 Laborers & 1 Foreman) |  |

**EQUIPMENT**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Kenworth Dump Trucks</td>
<td>$ 2,265.00</td>
</tr>
<tr>
<td>1 Skid Steer</td>
<td>$ 833.00</td>
</tr>
<tr>
<td>1 Excavator</td>
<td>$ 1,204.00</td>
</tr>
<tr>
<td>1 Service Truck</td>
<td>$ 298.00</td>
</tr>
</tbody>
</table>

**MATERIAL**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 loads Class II Rip Rap</td>
<td>$ 4,160.00</td>
</tr>
<tr>
<td>6 loads of clay base</td>
<td>$ 120.00</td>
</tr>
<tr>
<td>1 load dense grade</td>
<td>$ 708.00</td>
</tr>
<tr>
<td>4 rolls of matting</td>
<td>$ 112.00</td>
</tr>
<tr>
<td>Seed and Fertilizer</td>
<td>$ 25.00</td>
</tr>
</tbody>
</table>

**TOTAL**  $20,086.00

To be billed  $11,589.00

Take down trees

| **LABOR** |
|------------------|--------|
| 6 men - 15 hrs each | $ 3,232.00 |
| (2 CDL, 1 Operator, 2 Laborers & 1 Foreman) |  |

**EQUIPMENT**

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</thead>
<tbody>
<tr>
<td>2 Kenworth Dump Trucks</td>
<td>$ 2,265.00</td>
</tr>
<tr>
<td>1 Chain Saw</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>1 Excavator</td>
<td>$ 1,204.00</td>
</tr>
<tr>
<td>1 Service Truck</td>
<td>$ 298.00</td>
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</tbody>
</table>

**TOTAL**  $8,417.00

To be donated