

Dale County Commission

Commission Meeting Minutes - January 22, 2019

The Dale County Commission convened in a regular session Tuesday, January 22, 2019. 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 9:45am. Commissioner McKinnon opened with the Pledge of Allegiance. Commissioner Gary followed with prayer.

APPROVED – AGENDA

Commissioner McKinnon made a motion to approve the agenda with the executive session moved to the last item on the agenda.

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

APPROVED – MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 82431-82542.
- Payroll Check Numbers: 154535 -154536.
- Direct Deposit Check Numbers: 29751-29890.

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

APPROVED – January 8, 2019 MINUTES

Commissioner Carroll made a motion to approve the Minutes of the Commission Meeting on January 8, 2019.

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

APPROVED – PERSONNEL

Commissioner McKinnon made a motion to approve the following new hires.

- Michael Bingham – Full-Time - Jailer.
- Jeffery Prater - Full-Time - Jailer.
- Collin Painter – Promotion – Correctional Transport Officer.

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

APPROVED – PERSONNEL

Commissioner Gary made a motion to approve the following title changes in the Classification Plan of Dale County's Personnel System.

- Maintenance Supervisor (from Building and Grounds Maintenance Supervisor)
- Maintenance Technician (from Building and Grounds Maintenance Technician).
- Custodian (from Building and Grounds Custodian)

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

APPROVED – ROAD & BRIDGE – WORK REQUEST

Commissioner McKinnon made a motion to approve the work request from the Maintenance department (fund 001) for work to be done by the Road & Bridge Dept (fund 111) on the old garbage truck wash rack. Estimated total cost: \$1,943.25.

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

APPROVED – ROAD & BRIDGE – WIREGRASS CONSTRUCTION CONTRACT

Commissioner McKinnon made a motion to re-approve the Wiregrass Construction contract for work on County Rd 16. This contract is 90% reimbursable by the State with a cost to the County of \$52,731.00. See Exhibit 1.

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

APPROVED – PERSONNEL APPEALS BOARD

Commissioner Carroll made a motion to approve Mr. Gary Walker to continue to service on the Dale County Commission's Personnel Appeals Board. Mr. Walker's term will be from November 21, 2018 to November 21, 2024.

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

APPROVED – POLLING LOCATION CHANGE – FT. RUCKER

Commissioner McKinnon made a motion to approve a Resolution changing the polling location at Ft. Rucker contingent upon a letter from Ft. Rucker. See Exhibit 2.

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

APPROVED – DALE CO WATER AUTHORITY

Commissioner Wilson made a motion to approve the following appointments:

- District 4 Representative: Mr. Richard Parker, II.
- At-large Representative: Mr. Bibb Hughes, Jr.

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

APPROVED – INMATE COMMUNICATION BID

Commissioner McKinnon made a motion to accept the bid from ICSolutions for the inmate communication systems in the Dale County Jail.

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

APPROVED – POSTAGE MACHINE AGREEMENT

Commissioner Gary made a motion to approve the postage machine agreement with Pitney Bowes. See Exhibit 3.

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

APPROVED – EXECUTIVE SESSION

Commissioner Gary made a motion to approve going into Executive Session for the reason of General Reputation and Character. Also, that the Commission will reconvene after the Executive Session.

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

APPROVED – RECONVENE COMMISSION MEETING

Commissioner Wilson made a motion to reconvene the Commission Meeting.

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

Chairman Blankenship called the meeting to order at 10:30am.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, February 12, 2019 at 10:00 a.m.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner McKinnon made a motion to adjourn the meeting. Commissioner Carroll 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 11th 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, Arilton, AL 36831, party
 (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 _____ (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



BOND

FOR PERFORMANCE OF THE WORK

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 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 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

(X) _____ Witness

Title

By: (X) _____ Contractor's Signature

Title/Address

(X) _____ 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
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-6 1 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.

Page 2 of 2
LABOR, MATERIALS, FEED-STUFFS, & SUPPLIES BOND
PROJECT NO.: ST-023-888-008

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

Western Surety Company

Exhibit 1

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 _____, 2018.



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.

STATE OF ALABAMA

DALE COUNTY

RESOLUTION OF THE DALE COUNTY COMMISSION

Whereas, the Dale County Commission is required by the law of the State of Alabama to determine the location of polling places for general and special elections in the County, and

Whereas, Dale County had previously set the polling place for Beat 7, Box 2, Rocky Head-Ft. Rucker at Ft. Rucker Building 2908 (Old NCO Club) and that polling place has been used for that purpose at that location temporarily since the orders of the Dale County Commission on July 11th, 2017, and

Whereas, the law of Alabama requires that no polling place shall be relocated less than three months prior to an election except in cases of emergency, and

Whereas, the Commission has located a convenient, modern and permanent structure on the Ft. Rucker military base with the assistance and permission of Ft. Rucker authorities for use as a polling place,


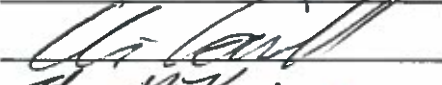



Now therefore, the Dale County Commission declares and finds as follows:

1. The temporary polling place for Beat 7, Box 2 at the Ft. Rucker Elementary School is due to be eliminated.
2. The Dale County Commission does hereby declare that a more convenient, modern and permanent polling place has been located and permitted by the appropriate authorities at Ft. Rucker

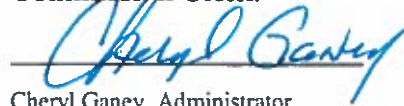
3. The Dale County election officials, namely, the Dale County Probate Judge, Sheriff and Circuit Clerk, with the approval of the appropriate Ft. Rucker authorities and the private housing contractor, recommend the relocation of the Beat 7, Box 2, Ft. Rucker, Building 2908 (Old NCO Club) polling place to the Bowden Terrace Community Center, at 9700 Division Road, Ft. Rucker, Al. 36302. The Commission does therefore select said building as the polling place for Beat 7, Box 2, for all future local, State and Federal Primary, Runoff Special and General elections. The polling place at Ft. Rucker shall hereafter be known as Beat 7, Box 2, Rocky Head-Ft. Rucker, Bowden Terrace Community Center, at 9700 Division Road, Ft. Rucker, Alabama.
4. This change of said polling place shall remain in effect until further notice and action by the Commission.
5. The election officials shall give notice to the voters who will be affected by this change in accordance with the laws of the State of Alabama.

Dated this the 22 day of January, 2019

Dale County Commission:

| | |
|--|----------------------------|
|  | Mark Blankenship, Chairman |
|  | Chris Carroll, District 1 |
|  | Steve McKinnon, District 2 |
|  | Charles Gary, District 3 |
|  | Frankie Wilson, District 4 |

Commission Clerk:


 Cheryl Ganey, Administrator



DEPARTMENT OF THE ARMY
U.S. ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS U.S. ARMY GARRISON
2218 6TH AVENUE
FORT RUCKER AL 36362-5105
FEB 14 2019

Exhibit 2

MISC 292 173

Office of the Garrison Commander

Dale County Commission
202 Alabama Highway 123
Ozark, Alabama 36360

Dear Council Members,

The current polling station located at 2908 Andrews Avenue, Fort Rucker, is in need of extensive repairs and is scheduled to be demolished in 2020.

The proposed (new) location at 9700 Division Road, Fort Rucker, is in close proximity to the voters who are served by the location, meets all Federal and State accessibility requirements for polling location use, has adequate-sized rooms to meet the needs for setting up equipment and voter check-in locations, and has sufficient parking available for voters' use on Election Day. In coordination with the Housing Division/RCI Project Manager, the building can and will be made available for poll workers' use the evening prior to Election Day and will be opened early morning hours Election Day and remain open until after the close of the polls.

If council members desire an on-site visit or an inspection of the facility prior to approval, please contact Mr. Van Danford, Chief, Housing Division/RCI Project Manager, Fort Rucker, AL 36362, (334) 255-2984, stephen.v.danford.civ@mail.mil or Keith Wilbur, Installation Voting Assistance Officer, Fort Rucker, AL 36362, 334-255-7919, keith.d.wilbur3.civ@mail.mil.

Sincerely,

Brian E. Walsh
Colonel, U.S. Army
Garrison Commander

| | |
|---------------|------|
| Recording Fee | 0.00 |
| TOTAL | 0.00 |

| | | |
|---|---------|---|
| 1 | M9SS | Mailstream Interlink Services |
| 1 | ME1C | Meter Equipment - P Series LV |
| 1 | MSD1 | 10" Color Touch Display |
| 1 | MW90007 | SendPro P Series Drop Stacker |
| 1 | MW95000 | Weighing Platform |
| 1 | MW57182 | Wireless LAN Adapter |
| 1 | PTJ1 | Postal Shipping |
| 1 | PTJN | Single User Access |
| 1 | PTJR | 50 User Access with Hardware or Meter |
| 1 | PTK1 | Web Browser Integration |
| 1 | PTK3 | SendPro P Series Meter Integration |
| 1 | SBDS | Barcode Scanner |
| 1 | SJM5 | SoftGuard for SendPro P1500 |
| 1 | SMS3 | Mailing-MailerID Assistance Service |
| 1 | STDSLA | Standard SLA-Equipment Service Agreement (for SendPro P Series) |
| 1 | T6CS | Receiving - Standard |

Your Payment Plan

| | | |
|-------------------------|-------------------------|----------------------|
| Initial Term: 36 months | Initial Payment Amount: | |
| Number of Months | Monthly Amount | Billed Quarterly at* |
| 36 | \$ 515.00 | \$ 1,545.00 |

*Does not include any applicable sales, use, or property taxes which will be billed separately

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

Your Signature Below

Non-Appropriations You warrant that you have funds available to make all payments until the end of your current fiscal period and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/19) which are available at: <http://www.pb.com/state/local/terms> and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at: <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#
Lessee Signature *[Handwritten Signature]*
Print Name *Mark Blankenship*
Title *Chairman*
Date *01-22-19*
Email Address

Pitney Bowes Signature
Print Name
Title
Date

Sales Information

| | | |
|------------------|----------------------|------------------|
| Rondelle Frye | rondelle.frye@pb.com | |
| Account Rep Name | Email Address | PBGFS Acceptance |