



Dale County Commission

Commission Meeting Minutes - November 12, 2019

The Dale County Commission convened in a regular session Tuesday, November 12, 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 11:00am. Commissioner Gary opened with the Pledge of Allegiance. Commissioner Wilson followed with prayer.

APPROVED – AGENDA

Commissioner McKinnon made a motion to approve the agenda with the following addition: \$4,000. Appropriation to Mary Hill Family Service Center.

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

APPROVED – MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 84998-85196.
- Payroll Check Numbers: 154626-154632.
- Direct Deposit Check Numbers: 32583-32871.

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

APPROVED – OCTOBER 22, 2019 MINUTES

Commissioner Wilson made a motion to approve the Minutes of the Commission Meeting on October 22, 2019.

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

APPROVED – GRANT AGREEMENT – SOUTHEAST AL HWY SAFETY

Commissioner McKinnon made a motion to approve the grant agreement with Southeast Alabama Highway Safety Office. See Exhibit 1.

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

APPROVED – SOUND SYSTEM - CAPITAL IMPROVEMENT EXPENDITURE

Commissioner McKinnon made a motion to approve the payment, from the Capital Improvement Fund 116, for sound equipment in the meeting room in the amount of \$8,786.00. See Exhibit 2.

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

APPROVED – PERSONNEL

Commissioner Gary made a motion to approve the following:

- Brandon Sanders – Sheriff Dept – Deputy Sheriff – New Hire.
- Ricky Whitehead – Maintenance– Maintenance Tech – New Hire
- Keri Riden – Jail – Correctional Officer – Promotion

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

APPROVED – PERSONNEL APPEALS BOARD APPOINTMENT

Commissioner Wilson made a motion to approve the reappointment of Mr. Derek Dickens to the Personnel Appeals Board for a term expiring November 4, 2025.

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

APPROVED – EMERGENCY MANAGEMENT SERVICES (EMS) - JUL-SEP 2019

Commissioner Wilson made a motion to approve the following:

- 1) to approve EMS Funding for the quarter of July-September, 2019. See Exhibit 3.
- 2) to amend the previous EMS Resolution adopted by the Dale County Commission to require 60 days in lieu of 90 for the filing of a petition for relief from the resolution and as it presently pertains to Midland City EMS, to entertain a Petition for relief on or after 60 days after October 3, 2019. See Exhibit 4.

Commissioner McKinnon seconded the motion, all voted aye.

APPROVED – PROPOSED ADDENDUM – PERSONNEL HANDBOOK

Commissioner Carroll made a motion to approve the posting of a proposed addendum to the Dale County Personnel Handbook. See Exhibit 5.

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

APPROVED – LANDFILL OPEN - DECEMBER 16, 2019

Commissioner Carroll made a motion to approve the landfill to be open December 16, 2019.

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

TABLED – COUNTY ROAD MAINTENANCE MAP – ROAD & BRIDGE

Commissioner Gary made a motion to table the approval of the County Road Maintenance Map.

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

APPROVED – CONTRACT - WIREGRASS CONSTRUCTION

Commissioner Wilson made a motion to approve the contract with Wiregrass Construction in the amount of \$380,550.00 for contract DCP 23-10-19 (Country Estates, Wynwood Circle, and Georgian Terrace). See Exhibit 6.

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

APPROVED – COUNTY-WIDE STRIPING – ROAD & BRIDGE

Commissioner Wilson made a motion to table the approval the County Road Maintenance Map. See Exhibit 7.

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

APPROVED – THREE (3) KENWORTH T-800 DUMP TRUCKS – ROAD & BRIDGE

Commissioner Carroll made a motion to approve the purchase and put out a bid for financing of three (3) Kenworth T-800 dump trucks in the amount of \$452,094.00.

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

TABLED – ROAD MAINTENANCE – OLD NEWTON LANDFILL ROAD

Commissioner McKinnon made a motion to table the approval of County road maintenance for Old Newton Landfill Road.

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

APPROVED – APPROPRIATION - MARY HILL FAMILY SERVICES

Commissioner Carroll made a motion to approve an appropriation for Mary Hill Family Services in the amount of \$4,000.00

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

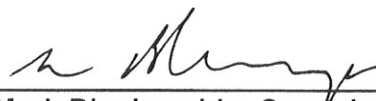
ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, November 26, 2019 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Wilson made a motion to adjourn the meeting. Commissioner McKinnon 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

SOUTHEAST ALABAMA HIGHWAY SAFETY OFFICE

600 Plaza Drive • Enterprise, AL 36331 • PHONE # 334-347-2623 Ext. 2289

Community Traffic Safety Program (CTSP)

Agreement for CTSP Grant Participation

Fiscal Period: October 01, 2019 – September 30, 2020

(NOT the same as a grant's authorized spending period during this Agreement Period)

This agreement is entered by the Southeast Alabama Highway Safety Office, located at the Enterprise State Community College, hereinafter referred to as "SEAHSO", and the governing entity of the law enforcement department of the following: Dale County Commission, hereinafter referred to as "AGENCY", for official participation in the Southeast Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2019 through September 30, 2020; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.**

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by SEAHSO. **This Agreement for SEAHSO Grant Participation is not a notice of grant funding approval but is required for the AGENCY's receipt of grant funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the Southeast Alabama Highway Safety Office. NO AGENCY will be approved to receive enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the SEAHSO.

SEAHSO has the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SEAHSO.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; **(1.)** contract with SEAHSO, **(2.)** CORE Project Reimbursement Form, **(3.)** CORE Roll-Up form, **(4.)** CORE signed contact report(s) for each person claiming reimbursement hours on the grant, **(5.)** copy or electronic image of every citation and warning citation claimed on the grant, **(6.)** time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, **(7.)** City or County overtime policy. The above-mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the SEAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

Reimbursement claims (CORE forms) are encouraged to be submitted to SEAHSO once per month.

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for

communications and correspondence between the AGENCY and SEAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed). *Exhibit 1*

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SEAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SEAHSO from and against any loss, claim for reimbursement, or any claim what so ever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SEAHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SEAHSO assumes no responsibility the way or means by which the AGENCY performs its activities pursuant to this agreement

Subject to the terms of the grant, SEAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an SEAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by SEAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

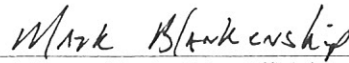
The funds for this agreement were awarded by NHTSA and are passed through ADECA and SEAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. SEAHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.

Signatures required:



Signature of AGENCY's **Authorizing Official**
(Mayor/Comm. Chair) authorized to enter Agreement



Printed Name of Authorizing Official and Title
(Mayor/Comm. Chair)

Signature of AGENCY's **Chief Law Enforcement Official**
(Chief of Police or Sheriff)

Printed Name of Chief LE Official and Title
(Chief/Sheriff)

Signature of AGENCY **Representative for SEAHSO**
(If applicable, as designated by Chief LE Official)

Printed Name of Representative for ECAHSO and Title

Signature of Region Director
Southeast Alabama Highway Safety Office

Greg Adams
Printed Name of Region Director

HARRIS

Security Systems

Serving the Southeast Since 1993

1-Oct-19

Customer and Project Name			
Customer:	Dale County Commission	Provider:	Stephen McLain
	202 AL-123		Harris Security Systems, Inc.
	Ozark, AL 36360		PO Box 1182
	Aaron Meeks		Ozark, AL 36361
	334-714-7344		800-240-1717
	ameeks@dalecounty.org		smclain@harrissecurity.com
		Quote Number:	43739.499 SM

Solution Proposal Materials		
Brand	Description	QTY
Video System		
Bogen	Gold Line 35 watt Amplifer (TV Audio)	1
Bogen	Amplifer Rack Mount Kit	1
Bogen	2x2 Drop in Speaker w/Volume control (white) Pair	1
Atlas	Volume Control White	1
W Box	HDMI 75' Cable	1
W Box	HDMI 12' Cable	2
Honeywell	Intercom Cable (non-plenum)	200
Honeywell	Intercom Cable (non-plenum)	1000
Leviton	6 port Face Plate	1
Leviton	2 port Face Plate	2
Leviton	RCA Inserts	3
Leviton	Blank Insert	1
Arlinton	Wall Insert single gang	4
Arlinton	Wall Insert double gang	1
West Penn	Male RCA Compression Connector	6
Panamax	Power Strip	1
Sound System		
Bogen	Gold Line 60 watt Amplifer (Mic Audio)	1
Bogen	Mic/Line Mixer	1
Bogen	Wireless Mic Kit 800mhz	6
Bogen	Mic Holder	6
Bogen	Desk Stand	6
Bogen	Amplifer Rack Mount Kit	1
Bogen	Mic Reciever Rack Mount Kit	6
Pro Co	XLR Patch Cable 3'	7
Bogen	2x2 Drop in Speaker w/Volume control (white) Pair	2
Atlas	Volume Control White	1
ICC	Wall Rack 15u	1
Panamax	Power Strip	1
Honeywell	Intercom Cable (non-plenum)	200

Solution Cost Detail:	
CCTV System Installation Investment	\$2,880.00
Intercom System Installation Investment	\$5,906.00
Total Installation Investment for all Systems above	\$8,786.00

Notes and Scope of Work:

** Terms of all recurring services are 3 years from contract date, unless otherwise arranged and documented. **

Warranty and Exclusions:

- We will install the systems as discussed. Customer to provide any AC power, Conduit, Network drops, Working Fiber, client computer, Man lift and Phone Lines as needed. Prices are good for 30 days. All work will be done during our normal business hours. This quote does not include any previous service. All work will have one-year warranty on labor from Harris Security and material with manufacturers warranty applied.
- Limited manufacturer's system warranty to cover material and one year labor provided by our firm, excluding fire, theft, vandalism, acts of God, and neglect, abuse or tampering by others.
- Conduit system, boxes, cabinets, 120VAC power
- Project schedule for mobilization and material procurement requirements
- AutoCAD documents via CD or other electronic format for development of shop drawings

Customer Acceptance:

Customer Agrees to pay the above amount for the stated services and equipment in this proposal. The signer below represents that he/she has read this Agreement, agrees, and is an authorized representative of their respective party, notated below. This is a legal and binding agreement between the "Customer" and Harris Security, Inc. AESBL #AL-190, GARLVA205039, FUREF20000473. AL GC # 27363

Terms of Payment Net 15 Upon Invoice

Acceptance of Proposal:

Printed Name: Mark Blatech

Title/Position: Chairman

Acceptance of Proposal Signature: [Signature]

Date: 11-12-19 PO#: _____

Funding July - September, 2019

11/12/19

Total Available Funds (less carryover): \$75,994.65

Date Commission Approved: 11-12-19

% OF FUNDS TO BE DISTRIBUTED	BEGINNING BALANCE	FUNDS AVAILABLE JUL-SEP 19	REDISTRIBUTED*	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RUNS FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$0.00	\$19,586.25		\$19,586.25	Ozark EMS	1389	\$98,745.00	\$19,586.25	\$0.00
23%	\$0.00	\$18,019.35		\$18,019.35	Daleville Clayhatchee Level Plains		\$23,850.00 \$0.00 \$1,500.00	\$16,519.35 \$0.00 \$1,500.00	\$0.00
10%	\$2,232.54	\$7,834.50		\$10,067.04	Ariton Marley Mill	57	\$6,513.79 \$7,745.64	\$3,917.25 \$6,149.79	\$0.00
16%	\$0.00	\$12,535.20	\$18,019.35	\$30,554.55	Skipperville Echo Choctawhatchee Ewil	3 150	\$0.00 \$38,541.75 \$0.00 \$0.00	\$0.00 \$30,554.55 \$0.00 \$0.00	\$0.00
23%	\$0.00	\$18,019.35	(\$18,019.35)	\$0.00	Dale Co EMS Newton Pickard Midland City Grimes Napier Field	1 27	\$0.00 \$0.00 \$0.00 \$15,813.86 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00

*Redistribution based on September 24, 2019 Resolution (see attached).

RESOLUTION OF THE DALE COUNTY COMMISSION*Exhibit 3***Emergency Medical Services Funding**

Whereas, the legislature passed ACT 239 on January 23, 2018, which provided for a fee on certain tag transactions in the County and the disbursement of the funds to Emergency Medical Services (EMS) providers. This legislation was passed at the request of the Dale County Commission so that additional funding for EMS services throughout the county could be raised and in particular, the South portion of Dale County which had no regular EMS services for its citizens, and

Whereas, the Act directed that- after the payment of fees - the funds would be distributed to the municipalities in Dale County and to the EMS organizations that serve the unincorporated portions of the county, however, the Act further stated that in the event the County Commission determines that the proper EMS services are not being adequately provided in an area of the county, the Commission may divert a portion of the funds to contract with private EMS services as needed in the unserved/underserved area , and

Whereas, the Commission has verified knowledge that in the several months since the Act took effect and the tag fee has been collected that there is inadequate EMS service in portions of southern Dale County the Commission finds that the lack of EMS service is a clear and immediate danger to those citizens and

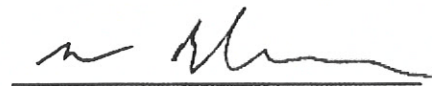
Whereas, the Commission deems that it is obligated under the terms of the Act to use a portion of the sums available for EMS services for the health and safety of its citizens in unserved areas of the County and

Whereas, the Commission has determined that the Echo EMS organization, a non-profit corporate member of the Dale County EMS association, has adequate facilities, equipment, organization and professional paid full-time staff to provide EMS services in the southern part of Dale County and it is willing to expand its operations to include those areas,

Now therefore, **BE IT RESOLVED**, that Echo EMS is appointed as the EMS service agency for the EMS service area which includes the Towns of Napier Field, Grimes, Pinckard, Newton and Midland City and the unserved areas of South Dale County. The funds collected, and due to be distributed to those towns, are hereby directed to be paid unto the Echo EMS organization until further notice. Any of the Towns stated above, which choose to provide their own EMS services and can provide documented evidence that their services have been operational for no less than 90 days and have been fully responsive in a timely manner to dispatch assignments by the Ozark/Dale County E911 call center and their EMS service has sufficient facilities, equipment and professional full time staff, may petition the Commission for relief from this Action. Upon consideration thereof, the Commission, in its discretion, may re-direct the distribution of pro-rated funds to that Town as necessary.

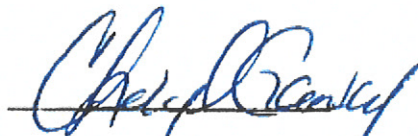
BE IT FURTHER RESOLVED that a contract with Echo EMS is to be prepared and approved by the Commission which sets out the terms and conditions of this designation. The Commission reserves the right to reconsider the matter should circumstances warrant.

Approved by action of the Commission this the 24th day of September, 2019.



Mark Blankenship, Chairman

Attest:


Cheryl Ganey, Administrator

RESOLUTION OF THE DALE COUNTY COMMISSION

Exhibit 4

Emergency Medical Services Funding

Whereas, the legislature passed ACT 239 on January 23, 2018, which provided for a fee on certain tag transactions in the County and the disbursement of the funds to Emergency Medical Services (EMS) providers. This legislation was passed at the request of the Dale County Commission so that additional funding for EMS services throughout the county could be raised and in particular, the South portion of Dale County which had no regular EMS services for its citizens, and

Whereas, the Act directed that- after the payment of fees - the funds would be distributed to the municipalities in Dale County and to the EMS organizations that serve the unincorporated portions of the county, however, the Act further stated that in the event the County Commission determines that the proper EMS services are not being adequately provided in an area of the county, the Commission may divert a portion of the funds to contract with private EMS services as needed in the unserved/underserved area , and

Whereas, the Commission has verified knowledge that in the several months since the Act took effect and the tag fee has been collected that there is inadequate EMS service in portions of southern Dale County the Commission finds that the lack of EMS service is a clear and immediate danger to those citizens and

Whereas, the Commission deems that it is obligated under the terms of the Act to use a portion of the sums available for EMS services for the health and safety of its citizens in unserved areas of the County and

Whereas, the Commission has determined that the Echo EMS organization, a non-profit corporate member of the Dale County EMS association, has adequate facilities, equipment, organization and professional paid full-time staff to provide EMS services in the southern part of Dale County and it is willing to expand its operations to include those areas,

Now therefore, **BE IT RESOLVED**, that Echo EMS is appointed as the EMS service agency for the EMS service area which includes the Towns of Napier Field, Grimes, Pinckard, Newton and Midland City and the unserved areas of South Dale County. The funds collected, and due to be distributed to those towns, are hereby directed to be paid unto the Echo EMS organization until further notice. Any of the Towns stated above, which choose to provide their own EMS services and can provide documented evidence that their services have been operational for no less than **60 days** and have been fully responsive in a timely manner to dispatch assignments by the Ozark/Dale County E911 call center and their EMS service has sufficient facilities, equipment and professional full time staff, may petition the Commission for relief from this Action. Upon consideration thereof, the Commission, in its discretion, may re-direct the distribution of pro-rated funds to that Town as necessary.

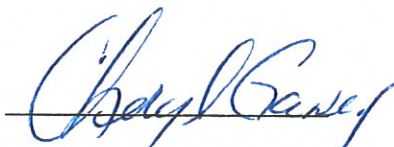
BE IT FURTHER RESOLVED that a contract with Echo EMS is to be prepared and approved by the Commission which sets out the terms and conditions of this designation. The Commission reserves the right to reconsider the matter should circumstances warrant.

Approved by action of the Commission this the 12th day of November, 2019.



Mark Blankenship, Chairman

Attest:



Cheryl Ganey, Administrator

Proposed Addendum

November 26, 2019

Section V - Career Advancement

B – Promotions

Number 3 - Pay Increase

Purpose of change: Remove Current Part 3 then Add New Part 3

Changes in bold:

Change: **Remove 3 – All promotions will involve an increase in pay. The amount of increase will be determined in accordance with the County classification and pay plans. Normally, a promoted will be placed at the entry level of the pay grade for his/her new job. However all employees will receive at least a five (5) percent increase for each pay grade they advance over their existing pay at the time of promotion.**

Change: **Add New 3 - The appointing authority will determine the salary in accordance with County classification and pay plans. The salary will be evaluated individually according to the classification entry level wage and qualifications.**

3. **The appointing authority will determine the salary in accordance with County classification and pay plans. The salary will be evaluated individually according to the classification entry level wage and qualifications.**
- 4 All promotions will be made without regard to race, color, religion, sex, age, national origin, or handicap and will be based solely upon merit, efficiency, and longevity. In each instance of promotion the County Commission and the appointing authority will ensure that the employee is eligible and qualified for the promotion.
5. Newly promoted employees are required to serve a new probationary period in their new positions. The probationary period will be six (6) months from the effective date of the promotion. If the employee's performance during the probationary period does not meet acceptable job related requirements, he/she will be reassigned to a job comparable to the job he/she held prior to the promotion if one is available; otherwise, the employee will be separated.

Posted _____

CONTRACT

Project No. DCP 23-10-19

THIS AGREEMENT made and entered into this 12th day of November,
 (Day) (Month)
 Two Thousand nineteen, 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 36311, party
 (Mailing Address)
 of the second part (hereinafter called the **Contractor**), WITNESSETH:

WHEREAS, the **Owner** desires the construction of PATCHING, SPOT LEVELING, AND RESURFACING OF COUNTRY ESTATES AND WYNNWOOD CIRCLE SUBDIVISIONS (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 DCP 23-10-19, 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 Three Hundred Eighty Thousand Five Hundred Fifty and 00/100 dollars (\$ 380,550.00) 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.

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.

8974 N. US Hwy 231, Ariton, Alabama 36311, as Principal, and,

Western Surety Company and Liberty Mutual Insurance Company, as Surety,

are held and firmly bound unto DALE COUNTY, ALABAMA, as Obligee, in the penal sum of

Three Hundred Eighty Thousand, Five Hundred Fifty and 00/100 Dollars

(\$ 380,550.00), 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 PATCHING, SPOT LEVELING, AND RESURFACING OF COUNTRY ESTATES AND WYNNWOOD CIRCLE SUBDIVISIONS in Dale County, Alabama, to-wit: known as Local Project DCP 23-10-19 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.

LABOR, MATERIALS, FEED-STUFFS, & SUPPLIES BOND
PROJECT NO.: DCP 23-10-19

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 12th day of November, 2019, 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 Admis
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: [Signature]
ATTORNEY-IN-FACT Renee Ellis

Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

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

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

Renee Ellis
Turner Insurance & Bonding Company
2601 Bell Road, Montgomery, AL 36117
PRODUCER'S COMPANY

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. (Name of Contractor), the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST:

DALE COUNTY COMMISSION,



Dale County Clerk

By: 

as Chairman

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

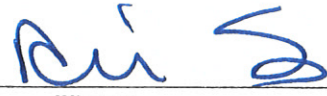
ALABAMA CONTRACTOR'S LICENSE NUMBER: 5957

By: (X) 

Contractor's Signature
Jeff Howell

(Print Name)
Assistant Secretary

Title

(X) 

Witness
Adrienne Slavins

(Print Name)
Contract Administrator

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.
8974 N. US Hwy 231, Ariton, Alabama 36311, as Principal, and,
Western Surety Company and Liberty Mutual Insurance Company, as Surety,
are held and firmly bound unto DALE COUNTY, ALABAMA, as Obligee, in the penal sum of
Three Hundred Eighty Thousand, Five Hundred Fifty and 00/100 Dollars
(\$ 380,550.00), 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 PATCHING, SPOT LEVELING, AND RESURFACING OF COUNTRY ESTATES AND WYNNWOOD CIRCLE SUBDIVISIONS in Dale County, Alabama, to-wit: known as Local Project No. DCP 23-10-19, 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 12th day of November, 2019, 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
ATTORNEY-IN-FACT Renee Ellis
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

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

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

Renee Ellis
Turner Insurance & Bonding Company

2601 Bell Road, Montgomery, AL 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

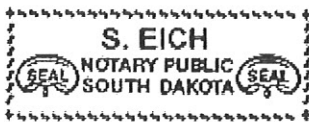
Handwritten signature of Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

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



Handwritten signature of 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 ___, 2019.



WESTERN SURETY COMPANY

Handwritten signature of L. Nelson

L. Nelson, Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8201183-016010

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 surely 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 2nd day of May, 2019.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of May, 2019 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: Teresa Pastella
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 ___, 2019.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, loan, letter of credit, currency rate, interest, 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.

