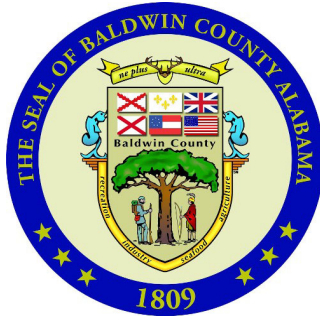


# Baldwin County Commission



## Work Session Meeting Agenda

**Monday, August 1, 2022**

**8:30 AM**

Baldwin County Fairhope Satellite Courthouse  
County Commission Meeting Chambers - 2nd Floor  
1100 Fairhope Avenue  
Fairhope, Alabama 36532

## Regular Meeting Agenda

**Tuesday, August 2, 2022**

**8:30 AM**

Baldwin County Administration Building  
County Commission Chambers  
322 Courthouse Square  
Bay Minette, Alabama 36507

District 1 – Commissioner James E. Ball  
District 2 – Commissioner Matthew P. McKenzie  
District 3 – Commissioner Billie Jo Underwood  
District 4 – Commissioner Charles F. Gruber

All individuals wishing to speak during public hearings or public comments must fill out a speaker form. Comments from individuals should be limited to 3 minutes; groups are asked to select a spokesperson to speak on behalf of the group with comments limited to 5 minutes.

Supporting documentation for the agenda can be viewed in the File ID link of each item. Revisions to agenda items or supporting documentation made after the initial publication are denoted by an asterisk.

Comments or questions may be submitted to County Commissioners at:  
<https://www.baldwincountyal.gov/government/baldwin-county-commission>  
or by telephone at: 251.937.0264

## **WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE**

OATH OF OFFICE - MATTHEW P. MCKENZIE

### **A ADOPTION OF MINUTES**

July 19, 2022, Regular Meeting

### **B CONSENT**

#### **BA ADMINISTRATION**

**BA1** Correction to Agenda Item FA2 - July 19, 2022, Baldwin County Commission Regular Meeting [22-1293](#)

**BA2** Librarian of Public Law Library - Considerations Related to Employment Contract [22-1291](#)

**BA3** Optimist Club of Perdido Bay 36th Annual Labor Day Mullet Festival 5K and 1-mile Fun Run [22-1270](#)

#### **BD BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)**

**BD1** Price Increase of Public Transit Vehicles for Baldwin Regional Area Transit System (BRATS) under 5307 Urban Transportation Grant Program [22-1286](#)

**BD2** Price Increase of Public Transit Vehicles for Baldwin Regional Area Transit System (BRATS) under 5311 Rural Transportation Grant Program [22-1285](#)

#### **BE BUDGET/PURCHASING**

**BE1** Competitive Bid #WG21-36A - Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission [22-1249](#)

**BE2** Competitive Bid #WG22-44 - Provision of Bottled Water for the Baldwin County Commission [22-1289](#)



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|-------------|---|--------------------------------|
| <b>BE3</b>  | Competitive Bid #WG22-45 - Provision of Painting and Drywall Services for the Baldwin County Commission   | <a href="#"><u>22-1239</u></a> |
| <b>BE4</b>  | Competitive Bid #WG22-46 - Provision of Off-site Printing, Imaging and Mailing of Tax Notices for the Baldwin County Revenue Commissioner   | <a href="#"><u>22-1281</u></a> |
| <b>BE5</b>  | Competitive Bid #WG22-48 - Plumbing System Upgrades in the Baldwin County Courthouse Located in Bay Minette, Alabama for the Baldwin County Commission                              | <a href="#"><u>22-1277</u></a> |
| <b>BE6</b>  | Competitive Bid #WG22-49 - Provision of Pest Control for the Baldwin County Commission  | <a href="#"><u>22-1242</u></a> |
| <b>BE7</b>  | Competitive Bid #WG22-50 - Annual Sand Removal, Sifting and Disposition of Sand from County Right-of-ways onto the Beach on Fort Morgan Peninsula for the Baldwin County Commission | <a href="#"><u>22-1265</u></a> |
| <b>BE8</b>  | Competitive Bid #WG22-52 - Provision of Hydraulic Mulches for the Baldwin County Commission   | <a href="#"><u>22-1251</u></a> |
| <b>BE9</b>  | Competitive Bid #WG22-53A - Provision of On-call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission   | <a href="#"><u>22-1259</u></a> |
| <b>BE10</b> | Competitive Bid #WG22-59 - Provision of Baldwin County Cigarette Stamps for the Baldwin County Commission   | <a href="#"><u>22-1250</u></a> |
| <b>BE11</b> | Competitive Bid #WG22-60 - Provision of Fiber Optic Network-maintenance and Locates for the Baldwin County Commission   | <a href="#"><u>22-1279</u></a> |
| <b>BE12</b> | Project No. HW21095000 Bridge Replacement on Pine Grove Road Ext. over Styx River for the Baldwin County Commission   | <a href="#"><u>22-1258</u></a> |
| <b>BE13</b> | Quotes for Project No. HW22145 - Baldwin Beach Express (BBE) Southbound Bridge Repairs over Rock Creek Located in Robertsdale, Alabama for the Baldwin County Commission            | <a href="#"><u>22-1248</u></a> |
| <b>BE14</b> | Request for Proposals (RFP) for Inmate and Juvenile Medical Services Program for Baldwin County Corrections Center and Juvenile Detention Facility                                  | <a href="#"><u>22-1274</u></a> |
| <b>BL</b>   | <b>ENVIRONMENTAL MANAGEMENT</b>   |                                |
| <b>BL1</b>  | Alabama Department of Corrections (ADOC) Loxley Community Work Center - Work Squad Agreement  | <a href="#"><u>22-1284</u></a> |
| <b>BL2</b>  | Baldwin County Solid Waste Uncollectible Residential Accounts - August 2022   | <a href="#"><u>22-1288</u></a> |
| <b>BN</b>   | <b>HIGHWAY</b>  |                                |
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|------------|--|--------------------------------|
| <b>BN1</b> | Adopt-A-Mile - County Road 13 from State Highway 104 North One (1) Mile in Fairhope, Alabama   | <a href="#"><u>22-1235</u></a> |
| <b>BN2</b> | Case No. S-18038a - Cottages of Aventura, Phase IIIa - Release Maintenance Bond  | <a href="#"><u>22-1290</u></a> |
| <b>BN3</b> | Letter of Support - Industrial Access Road and Bridge Corporation Funding - Novelis Project Application  | <a href="#"><u>22-1292</u></a> |
| <b>BN4</b> | Letter of Support - U.S. Department of Transportation 2022 Bridge Investment Program Grant - I-10 Mobile River Bridge and Bayway Project                       | <a href="#"><u>22-1301</u></a> |
| <b>BN5</b> | *License Agreement No. 22001 - Higbee Road - Right-of-Way  | <a href="#"><u>22-1261</u></a> |
| <b>BO</b>  | <b>JUVENILE DETENTION</b>  |                                |
| <b>BO1</b> | Memorandum of Understanding with Baldwin County Board of Education for the Provision of Food Services at the Baldwin County Regional Juvenile Detention Center | <a href="#"><u>22-1276</u></a> |
| <b>BO2</b> | Memorandum of Understanding with Baldwin County Sheriff's Office for the Provision of Food Services at Baldwin County Regional Juvenile Detention Center       | <a href="#"><u>22-1269</u></a> |
| <b>BQ</b>  | <b>PERSONNEL</b>   |                                |
| <b>BQ1</b> | Animal Control Department - Employment of Two (2) Animal Control Technician Positions  | <a href="#"><u>22-1253</u></a> |
| <b>BQ2</b> | Council on Aging - Employment of Two (2) Part-time Center Manager Assistant Positions  | <a href="#"><u>22-1254</u></a> |
| <b>BQ3</b> | Highway Department (Foley) - Personnel Changes   | <a href="#"><u>22-1294</u></a> |
| <b>BQ4</b> | Highway Department (Silverhill) - Employment of One (1) Operator Technician I Position   | <a href="#"><u>22-1255</u></a> |
| <b>BQ5</b> | Highway Department (Traffic Operations) - Promotion of Employee  | <a href="#"><u>22-1256</u></a> |
| <b>BQ6</b> | Juvenile Detention Center - Employment of One (1) Detention Worker I Position  | <a href="#"><u>22-1283</u></a> |
| <b>BQ7</b> | Probate Office - Personnel Change  | <a href="#"><u>22-1257</u></a> |
| <b>BR</b>  | <b>PLANNING AND ZONING</b>   |                                |
| <b>BR1</b> | Baldwin County Commission Board of Adjustment #1 - Board Appointment(s)  | <a href="#"><u>22-1264</u></a> |
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- BR2** Baldwin County Commission Board of Adjustment #2 - Board Appointment(s) [22-1272](#)
- BR3** Baldwin County Planning and Zoning Commission - Board Appointment(s) [22-1268](#)
- BR4** Planning Jurisdiction Agreement with City of Foley [22-1278](#)
- BR5** Proposed Planning (Zoning) District 39 - Acceptance of Notice of Intent to Form a Planning (Zoning) District, Determination Regarding Infeasibility of Using Precinct Boundaries, and Acceptance of Proposed District Boundaries [22-1273](#)

**C PRESENTATIONS**

**CA GENERAL**

- CA1** 240th Anniversary of National Purple Heart Day - August 7, 2022 [22-1275](#)

**D PUBLIC HEARINGS**

**DF BUILDING INSPECTION**

- DF1** \*Case No. UNA21-000047 - Unsafe Nuisance Abatement - 646 Bonita Court, Gulf Shores, Alabama [22-1142](#)

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

- EA1** Payment of Bills [22-1263](#)
- EA2** Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [22-1262](#)

**F OTHER STAFF RECOMMENDATIONS**

**FK EMERGENCY MANAGEMENT AGENCY (EMA)**

- FK1** Third Addendum to Agreement with Community Action Agency of South Alabama and Baldwin Together [22-1280](#)

**FM FINANCE AND ACCOUNTING**

- FM1** Response to Alabama Department of Economic and Community Affairs (ADECA) Letter Related to Closeout of Community Development Block Grant (CDBG) Project CY-CM-PF-18-009 [22-1266](#)

**G COMMISSIONER REQUESTS**

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**H ADDENDA**

- HA1** Case No. Z22-9 - Bertolla Property Rezoning - Correction to Resolution #2022-093 [22-1313](#)
- HA2** Referendum Election - The Alabama Limited Self-Governance Act [22-1306](#)
- HA3** Resolution #2022-143 - Tax Abatement Agreement between Baldwin County Commission and CHONEX, Inc. [22-1308](#)
- HA4** South Alabama Mega Site - Assumption of Responsibility for Regulating and Issuing Building Permits [22-1307](#)
- HA5** Resolution #2022-147 - Tax Abatement Agreement between Baldwin County Commission and Novelis Corporation [22-1314](#)

**I SENIOR STAFF REPORT**

**J COUNTY ATTORNEY'S REPORT**

**K PUBLIC COMMENTS**

**L PRESS QUESTIONS**

**M COMMISSIONER COMMENTS**

**N ADJOURNMENT**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1293, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Ronald J. Cink, Interim County Administrator / Budget Director

**Submitted by:** Kristen M. Rawson, Assistant Administrative Services Manager

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### ITEM TITLE

Correction to Agenda Item FA2 - July 19, 2022, Baldwin County Commission Regular Meeting

### STAFF RECOMMENDATION

Due to the identification of a typographical error in Policy #2.23 - Reservation of Live Oak Landing and Bicentennial Park Facilities (Agenda item FA2), which was approved during the July 19, 2022, Regular meeting of the Baldwin County Commission, correct for the record the Live Oak Landing Recreational Vehicle (RV) Park Reservations section of Policy #2.23 to read as follows:

*(Duration of extended stay is 28 days. Extended stays are limited to a maximum of 84 days per site.)*

### BACKGROUND INFORMATION

**Previous Commission action/date:** July 19, 2022 - Last revision to Policy #2.23

**Background:** The action recommended to the Commission at this time corrects for the record the Live Oak Landing Recreational Vehicle (RV) Park Reservations section of Policy #2.23 regarding the extended stay limit from “*Extended stays are limited to a maximum of 56 days in a calendar year.*” to “*Extended stays are limited to a maximum of 84 days per site.*”

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration and CIS

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Admin. staff update Policy Books and upload revised policy to BCAP.

Email copy of revised policy also to:

Missy Hoover, Parks  
Madison Steele, Parks  
Susan Kilby, CIS  
Brian Peacock, CIS  
Grace Propst, CIS  
Luke Williams, CIS  
Felisha Anderson, Archives  
Cian Harrison, Finance  
Eva Cutsinger, Finance  
Dana Austin, Finance  
Ron Cink, Budget/Admin

**Additional instructions/notes:** N/A



**BALDWIN COUNTY COMMISSION**

<b>POLICY #2.23</b>	
<b>Subject</b>	Reservation of Live Oak Landing and Bicentennial Park Facilities
<b>Date Adopted</b>	<a href="#">July 19, 2022</a>
<b>Agenda Item</b>	FA2
<b>Obsolete Versions</b>	November 18, 2014 – Agenda Item GA1 July 21, 2015 – Agenda Item GB1 July 5, 2016 – Agenda Item GA1 October 17, 2017 – Agenda Item BG1 May 21, 2019 – Agenda Item BA3 June 18, 2019 – Agenda Item BA6 December 1, 2020 – Agenda Item BA9

**POLICY STATEMENT**

This policy outlines the procedures and fee schedule for the reservation and use of the following County owned facilities/properties by the public:

**Bicentennial Park** - Pavilion, Historic Montpelier Methodist Church, or other facilities/grounds.

**Live Oak Landing** – Pavilion, Fishing Tournaments, RV Park campgrounds, or other facilities/grounds.

**PROCEDURAL REQUIREMENT**

To carry out this policy, the following steps must be taken:

**BICENTENNIAL PARK**

To reserve facilities at Bicentennial Park, a Reservation Request must be submitted through the online reservation system. When appropriate, County staff will coordinate any event oversight and management.

## **LIVE OAK LANDING**

To reserve facilities at Live Oak Landing, a Reservation Request must be submitted through the online reservation system. When appropriate, County staff will coordinate any event oversight and management.

## **FEES**

The following facility usage, fishing tournament, and RV Park rental fees at the Live Oak Landing and Bicentennial Park are set by the Baldwin County Commission. The Baldwin County Commission reserves the right to adjust the fees at its discretion.

### **LIVE OAK LANDING FACILITY USAGE AND FISHING TOURNAMENT FEES**

All for-profit usage requests or special events at Live Oak Landing must be approved by the Baldwin County Commission with the exception of fishing tournaments with proper reservation approval.

#### **PAVILION**

\$300 daily fee  
\$40 hourly fee

Credit card service fee is added to the cost of each reservation at the time the reservation is paid.

Hours: Monday – Sunday 4:00 a.m. – Midnight

#### **INTERPRETIVE CENTER**

\$300 daily fee  
\$40 hourly fee

Credit card service fee is added to the cost of each reservation at the time the reservation is paid.

Hours: Monday - Friday 8:00 a.m. – 4:00 p.m. Interpretive Center is closed to the public on County approved holidays.

#### **FISHING TOURNAMENTS AND FACILITY USE**

##### **1-25 Boats**

\$125 flat fee for one-day event  
\$75 flat fee for each additional day for multi-day tournaments

##### **26-50 Boats**

\$250 flat fee for one-day event  
\$100 flat fee for each additional day for multi-day tournaments

##### **51-100 Boats**

\$350 flat fee for one-day event



\$150 flat fee for each additional day for multi-day tournaments

101-150 Boats

\$550 flat fee for one-day event

\$250 flat fee for each additional day for multi-day tournaments

151-200 Boats

\$750 flat fee for one-day event

\$350 flat fee for each additional day for multi-day tournaments

Credit card service fee is added to the cost of each reservation at the time the reservation is paid. Fishing tournaments are limited to one (1) tournament per day unless otherwise approved by the Park Management at its discretion. Requests for fishing tournament fee waivers must be approved by the Baldwin County Commission.

**LIVE OAK LANDING RECREATIONAL VEHICLE (RV) PARK RENTAL FEES**

Reservations are for one (1) Recreational Vehicle (RV)

Daily Rate \$40

Weekly Rate \$225

Extended Stay Rate \$850

Gift Certificates:

Two-day Getaway Gift Certificate \$80

One-week Getaway Gift Certificate \$225

(Duration of extended stay is 28 days. **Extended stays are limited to a maximum of 84 days per site.**)

Lodging tax and credit card service fees are added to the cost of each reservation at the time the reservation is paid.

**BICENTENNIAL PARK USAGE/RENTAL FEES**

All for-profit usage requests, extended park hours, or special events at the Bicentennial Park must be approved by the Baldwin County Commission. Park hours are 8:00 a.m. - 4:30 p.m. Bicentennial Park is closed to the public on County approved holidays.

**PAVILION**

\$300 daily fee

\$40 hourly fee

Credit card service fee is added to the cost of each reservation at the time the reservation is paid.

Hours: Monday – Saturday 8:00 a.m. – 4:30 p.m., Sunday Noon – 4:00 p.m.

**HISTORIC MONTPELIER METHODIST CHURCH**

\$700 flat fee per reservation

Credit card service fee is added to the cost of each reservation at the time the reservation is paid.

Hours: Monday – Saturday 8:00 a.m. – 4:30 p.m., Sunday Noon – 4:00 p.m.

### **GUIDED TOURS**

\$5 per person

Credit card service fee is added to the cost of each reservation at the time the reservation is paid. Schools participating in the field trip program are allowed to pay by check at the time of arrival.

Tour Hours: Monday – Friday 9:00 a.m. – 3:00 p.m.

A fee schedule was initially approved by the Baldwin County Commission on October 2, 2012 (Item HC1); revised on July 21, 2015 (Item GB1); revised on July 5, 2016 (Item GA1); revised on May 21, 2019 (Item BA3); revised December 1, 2020 (Item BA9), [revised July 19, 2022 \(Item FA2\)](#).

## **RESERVATION CANCELLATIONS AND ISSUANCE OF REFUNDS**

### **Pavilions**

Reservation cancellations must be made seven (7) days in advance to receive a refund.

Reservation cancellations due to an emergency or the park being closed by the County will be issued a credit voucher in the full amount of reservation. Issuance of Emergency Credit Vouchers is at the discretion of Park Management.

### **Fishing Tournaments and Facility Use (Historic Montpelier Church)**

Reservation cancellations must be made thirty (30) days in advance to receive a refund.

Reservation cancellations due to an emergency or the park being closed by the County will be issued a credit voucher in the full amount of reservation. Issuance of Credit Vouchers due to an emergency or rising water conditions/flooding is at the discretion of Park Management.

### **RV Camping**

Reservation modification is allowed one time with no additional cost seven (7) days prior to the check-in date.

Reservation cancellations made more than 48 hours prior to check-in date will be issued a credit voucher in the full amount of the reservation.

Reservation cancellations made less than 48 hours prior to check-in date will be issued a credit voucher in a partial refund amount of the reservation, less one-time daily rate charge of \$40.

Reservation cancellations due to the RV campground being closed by the County will be issued a credit voucher in the full amount of reservation. Issuance of Emergency Credit Vouchers is at

the discretion of Park Management.

Gift Certificates must be used within twenty-four (24) months after the date of issuance. No refunds or vouchers are issued for the purchase of gift certificates.

**Guided Tours and School Field Trip Program Tours**

Reservation cancellations or date modifications can be done at any time prior to the scheduled tour. Credit voucher will be issued which can be used when rescheduling the date. No refunds will be issued.

**Refunds and Credit Vouchers**

Refunds for cancelled reservations will be issued in the form of a check by the County Clerk/Treasurer, except for RV camping reservations which will be issued in the form of a credit voucher only. Refunds issued by a check will be issued within thirty (30) days of the reservation cancellation and will be mailed to the address listed in the reservation application. Refunds issued by a credit voucher will be issued the same day the reservation is cancelled and will be emailed to the email address provided at the time the online reservation was made.

A credit voucher will be issued for reservation cancellations that do not meet the refund criteria. Credit vouchers must be used within twelve (12) months from the cancellation date and can only be used for the same facility as listed in the cancelled reservation.

No-shows and cancellations made on the day of the reservation date do not qualify for a refund or a credit voucher. All reservation fees paid are considered forfeited.

Credit card service fees are non-refundable.

**FORMS/ATTACHMENTS/EXHIBITS**

N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1291, **Version:** 1

**Item #:** BA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Ronald J. Cink, Budget Director

**Submitted by:** Victoria Key, Administrative Support Specialist

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### ITEM TITLE

Librarian of Public Law Library - Considerations Related to Employment Contract

### STAFF RECOMMENDATION

As requested by the Presiding Judge of the Circuit Court of Baldwin County, authorize and approve the execution of an Employment Contract between the Baldwin County Commission and Lynn Biles applicable to the position of Librarian of the public law library at an annual compensation of \$35,360.00.

The effective date of this Employment Contract shall be August 2, 2022. This Employment Contract shall continue in full force and effect through and including August 2, 2023.

### BACKGROUND INFORMATION

**Background:** N/A

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** \$35,360.00

**Budget line item(s) to be used:** Law Library Fund

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

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**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Commission Administration; Personnel

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration:

- 1) Ensure full execution of employment contract as soon as approved. Coordinate with appointed employee to sign.
- 2) Provide a copy of the fully executed contract to the employee via email, original contract to Deidra Hanak, Personnel Director, copy kept in Admin. contract files with note re: where original is filed.
- 3) Upload contract to BCAP and Contracts Online.
- 4) Update Contract Employee List with contract approval dates and relevant info (if applicable).

**Additional instructions/notes:** N/A

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**EMPLOYMENT CONTRACT**

THIS EMPLOYMENT CONTRACT (hereafter the “Employment Contract”) is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the “Commission”), and **Lynn Biles** (hereafter the “Contract Employee”), wherein the Commission agrees to provide, and the Contract Employee agrees to accept, employment in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

FURTHERMORE, THIS EMPLOYMENT CONTRACT has been approved by the Presiding Judge of the Circuit Court of Baldwin County on behalf of the Circuit, District and Juvenile Courts of Baldwin County, (hereafter the “Presiding Judge”).

**WITNESSETH:**

WHEREAS, the Commission is authorized to establish and maintain a public law library in accordance with Section 45-2-80.80 of the Code of Alabama (1975), which provides as follows:

The Baldwin County Commission, the governing body of Baldwin County, Alabama, is hereby fully authorized to establish and maintain a public law library in the courthouse of the county and to accomplish such purpose may, from time to time, expend such public funds of the county as are not required by law to be expended for any other purpose or purposes; to provide suitable quarters or space for such library; to provide furniture, fixtures, and equipment therefor; to keep the same in a good state of maintenance and repair; and from time to time to enlarge, expand, and improve such library facilities and equipment and from time to time to provide such books, reports, periodicals, and other equipment for the library as are not provided therefor out of the proceeds of the special fund created by this subpart or otherwise, which expenditures shall from time to time be made on warrants drawn in the usual manner upon the county, payable out of the appropriate fund or funds, as further specifically provided in this subpart.

WHEREAS, as provided at Section 45-2-80.81 and 80.82 of the Code of Alabama (1975), certain sums are taxed as costs in the actions described therein, collected by the clerk of the Circuit, District, and Juvenile Courts of Baldwin County, and paid to the Commission; and

WHEREAS, in accordance with Section 45-2-80.83 of the Code of Alabama (1975), the sums to be paid to the Commission shall be kept in a special fund designated as the Baldwin County Law Library and Judicial Administration Fund and shall be expended by the Presiding Circuit Judge of the Circuit Court of Baldwin County, to create, establish, and maintain the law library and to provide for the more effective administration of justice; and

WHEREAS, the Presiding Judge has selected to employ the Contract Employee as librarian, and Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Presiding Judge has requested that the Contract Employee be treated by the Commission as a County employee for the purpose only of receiving certain benefits provided to employees of Baldwin County and, in consideration thereof, will contribute \$35,360.00 to the Commission from the Baldwin County Law Library and Judicial Administration Fund.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Legislative Delegation, the Contract Employee and the Baldwin County Commission agree as follows:

## **Article I.**

### **RECITALS**

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

## **Article II.**

### **DEFINITIONS**

**With Cause:** A reason exists, which may or may not be made public at the sole discretion of the Presiding Judge in accordance with applicable state law.

**Without Cause:** At the sole discretion of the Commission or the Presiding Judge and without the need for a reason.

**Severance Pay:** Also known as separation pay; money (apart from back wages or salary) paid by Baldwin County, Alabama, only from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) to the dismissed Contract Employee in accordance with the terms of this Employment Contract.

## **Article III.**

### **TERM(S) AND PERIOD OF EMPLOYMENT**

The Commission selects the Contract Employee, and the Contract Employee hereby accepts employment with the Commission as **Librarian of the public law library**, which shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Commission and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Legislative Delegation pursuant to this Employment Contract.

The Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Presiding Judge.

#### **Article IV.**

##### **PERIOD OF PERFORMANCE**

The effective date of this Employment Contract shall be Tuesday, August 2, 2022. This Employment Contract shall continue in full force and effect through and including August 2, 2023.

#### **Article V.**

##### **SCOPE OF SERVICES/DUTIES**

The Contract Employee is employed as **Librarian of the public law library**. The Contract Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Presiding Judge. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Presiding Judge shall have the right to request the Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Presiding Judge shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Presiding Judge. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote his/her time, full ability, and attention to the business of the public law library without interruption during the term of this Employment Contract. The Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Presiding Judge.

#### **Article VI.**

##### **STANDARD OF PERFORMANCE**

The Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Baldwin County Legislative Delegation pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Contract Employee's profession.

#### **Article VII.**

##### **COMPENSATION**



The Contract Employee shall be paid for her performance under the Employment Contract based upon an annual rate of salary of Thirty-Five Thousand Three-Hundred and Sixty Dollars (\$35,360.00). Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama.

In considering any compensation increases or decreases, the Presiding Judge may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the sums collected pursuant to Section 45-2-80.81 and 80.82 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Presiding Judge.

## **Article VIII.**

### **BENEFITS**

In addition to the compensation hereinabove set forth, the Contract Employee shall receive benefits only as follows:

Dental Insurance - dental is 100% paid by the employee. It is offered at \$23 per month for single or \$68 per month for family.

Vision Insurance - vision is 100% paid by the employee. It is offered at \$9.19 per month for single, \$13.13 per month for employee +1, and \$23.91 per month for family.

RSA - employee pays 7.5% and the county matches 6.93%. The rate at which the Commission matches may vary from year to year.

Group Life Insurance - the county pays \$30,000 of life insurance at no cost to her. The Commission cost would be \$56.52 per year.

Short-Term Disability - 100% employee paid based on annual salary.

Long-Term Disability - no cost to the employee. The Commission cost would be \$71.76 per year.

Flexible Benefit (Cafeteria) plan - allows employee to deduct dental, vision, and disability premiums pre-tax and also has a flexible spending account.

Annual Leave - 8 hours per month from year 0-4. Hour increments increase at year 5, 10, and 15.

Sick Leave - 8 hours per month

Longevity - starting on October 1st following the first 5 years of employment - \$500 per year., rates increase at 10 and 15 years of service.

All available health insurance coverage, life insurance coverage, or disability insurance coverage provided to County Employees by the Baldwin County Commission are subject to the terms and conditions of such insurance coverage, if any.

All available leave if any, is accrued on the same terms and conditions as are provided for County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

The Contract Employee shall be required to contribute to the Retirement System of Alabama as provided for by Section 36-27-1, et seq. Code of Alabama (1975).

## **Article IX.**

### **TERMINATION**

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Presiding Judge, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Presiding Judge to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, only if authorized pursuant to this Employment Contract. Any severance payment and/or other payment due for accumulated leave time, as determined and calculated by the Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

The Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Contract Employee shall be entitled to the benefits to which any salaried-exempt employee of the Commission would be entitled upon separation, only if authorized pursuant to this Employment Contract. However, said Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of her official termination date.

## **Article X.**

### **CONTRACT EMPLOYEE EVALUATION**

The Presiding Judge shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Presiding Judge in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Presiding Judge's

authority to terminate the Contract Employee with or without cause or at will.

The Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and compliance with Alabama's ethics laws as conditions of employment.

**Article XI.**

**REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to the Presiding Judge and/or the Commission is intended to be exclusive of any other remedy or remedies, and the Presiding Judge and Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

**Article XII.**

**SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other remaining provisions hereof. This Employment Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article XIII.**

**ASSIGNMENT**

The Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Presiding Judge and the Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Contract Employee and this Employment Contract.

**Article XIV.**

**NO WAIVER OF DEFAULT**

No delay or omission of the Presiding Judge and/or the Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Employment Contract to the Presiding Judge and/or the Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Presiding Judge and/or the Commission.

**Article XV.**

**ENTIRE CONTRACT AND AMENDMENT**

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises,

representations, agreements, warranties, or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

#### **Article XVI.**

#### **COMPLIANCE WITH THE LAW**

The Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

#### **Article XVII.**

#### **ALABAMA LAW**

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County of Baldwin or, if in a federal court, the United States District Court for the Southern District of Alabama, Southern Division.

#### **Article XVIII.**

#### **AUTHORITY**

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Contract Employee hereby warrants that the Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Contract Employee is obligated.

#### **Article XIX.**

#### **NOTICES**

Any notices to be given under this Employment Contract by either Party to the other may be affected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

**Article XX.**

**CAPTIONS**

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract or be used in interpreting the meanings and provisions of this Employment Contract.

**Article XXI.**

**RULE OF CONSTRUCTION**

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Employment Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against a drafting party shall not be employed in this interpretation of this Employment Contract or any amendments hereto.

**Article XXII.**

**AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND**

Pursuant to Section 45-2-80.83 of the Code of Alabama (1975), the Presiding Judge hereby authorizes disbursements from the special fund to be made by the Commission to the County general fund for the purpose of contributing to some or all of the salary, benefits, and any other expenses incurred by the Commission in the employment of the Contract Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Presiding Judge, and the Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Presiding Judge fails to disburse such funds or otherwise pay all expenses incurred by the Commission pursuant to this Employment Contract, this Employment Contract shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Presiding Judge shall make all payments to the appropriate parties for salaries, benefits, obligations or other expenses incurred pursuant to this Employment Contract through and including the date of such termination.

**Article XXIII.**

**COUNTERPARTS**

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

**THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.**

**PRESIDING JUDGE**

By: \_\_\_\_\_  
**HON. CLARK STANKOSKI    Date**

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that CLARK STANKOSKI, whose name as Presiding Judge, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

**LYNN BILES (CONTRACT  
EMPLOYEE)**

\_\_\_\_\_  
**LYNN BILES**

\_\_\_\_\_  
**Date**

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that **LYNN BILES**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

**EMPLOYMENT CONTRACT APPROVED BY:  
BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_  
**JAMES E. BALL** **Date**  
**As Its: Chairman**

**ATTEST:**

By: \_\_\_\_\_  
**RON CINK** **Date**  
**As Its: County Administrator**

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that JAMES E. BALL, whose name as Chairman and RON CINK, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_



## **POSITION DESCRIPTION**

Title: Librarian (Supplemental)  
Department: Circuit Court – Law Library  
Job Analysis: August 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### **Relationships**

Reports To: Presiding Circuit Court Judge  
Subordinate Staff: None  
Internal Contacts: Staff  
External Contacts: General Public  
Salary Grade: Contractual/Exempt

### **Job Domains**

1. Assist with various forms for purchase and help “others” needing assistance with research.
2. Manage and assist with copies made by attorneys and “others”. Send out statements to attorneys twice a year for copies made.
3. Make deposits to Baldwin County Commission with money collected from sale of forms and copies. Email deposit slip to Accounting and Personnel.
4. Make copies of divorce forms and courier to the Fairhope and Foley Clerk’s office where they send payments in the form of money orders back to me for deposit.
5. Manage telephone records for the judges’ cell phones and hotspots.
6. Create requisitions for payment of bills twice a month and have the Presiding Judge to sign. Take them over to the Baldwin County Commission for approval on the 1st and 3rd Tuesday of each month. After approval and the checks are cut, pick up, make copies and mail to the appropriate vendor.
7. Maintain ten (10) Xerox copiers in the courtrooms and judges’ offices and send in the meter readings each quarter.
8. Manage three (3) computers (Bay Minette, Foley, Fairhope) with legal research, Westlaw, which is free to attorneys and “others”.
9. Maintain the Code of Alabama and all other books with updates and pocket parts.
10. Make sure all supplies are ordered and are in stock. (i.e., paper, toner, drums, receipt books, envelopes, office supplies and postage.)
11. Help with the approval and printing of yearly Circuit Court calendars.

### **Knowledge, Skills, and Abilities**

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with office staff and general public.
2. Math skills to perform basic operations.
3. Skills to prepare reports, complete forms, and to compose letters.
4. Skills to read and understand written instructions, manuals, and correspondence.
5. Ability to operate office machines such as calculator, computer terminal and copy machine.
6. Knowledge of general office procedures.
7. Ability to work independently with little supervision.
8. Knowledge of departmental policies and procedures and ability to apply them to work problems.

### **Minimum Qualifications**

1. High school diploma or equivalent.
2. Office experience, required.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1270, **Version:** 1

**Item #:** BA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Ron Cink, Interim County Administrator

**Submitted by:** Jeannie M. Peerson, Commission Executive Assistant

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### ITEM TITLE

Optimist Club of Perdido Bay 36th Annual Labor Day Mullet Festival 5K and 1-mile Fun Run

### STAFF RECOMMENDATION

Approve the requested route for the Optimist Club of Perdido Bay's 36th Annual Labor Day Mullet Festival 5K Race and 1-mile Fun Run on September 5, 2022, beginning at 7:25 a.m. and ending at 9:45 a.m. Said request will close a section of Perdido Street from the intersection of Widell Avenue to the intersection of County Road 99 from 7:30 a.m. to 9:30 a.m.

The Baldwin County Sheriff's Office will provide deputies to assist with the event and road closure.

### BACKGROUND INFORMATION

**Background:** There are four roads involved in the run, three of which have minimal traffic that does not interfere with the run. However, due to the extension of Perdido Street to County Road 99, there is much heavier traffic from the intersection with County Road 99 to the intersection with Widell Avenue. Mr. Daniel Randall, President of the Optimist Club of Perdido Bay is requesting Perdido street be closed to ensure the safety of participants.

**Previous Commission action/date:** July 6, 2021

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration staff to send correspondence to:

Mr. Daniel W. Randall, President  
Optimist Club of Perdido Bay  
Post Office Box 87  
Lillian, Alabama 36549

cc: Jeannie M. Peerson  
Chief Deputy Anthony Lowery  
Sheriff Huey Hoss Mack  
Captain Tony Nolfie  
Lieutenant Nathan Lusk  
Mandi Scott  
Nancy Hall  
Joey Nunnally  
Orie King  
Frank Lundy  
Lisa Sangster

**Additional instructions/notes:** N/A

**OPTIMIST CLUB OF PERDIDO BAY  
POST OFFICE BOX 87  
LILLIAN, ALABAMA 36549**

June 29, 2022

Baldwin County Commission  
312 Court House Square  
Bay Minette, Alabama 36507

RE: Request for Road Closure

Dear Commissioners,

On September 5, 2022, the Optimist Club of Perdido Bay will conduct our 36th Annual Labor Day Mullet Festival, which is our main fund raiser of the year. Included in this event are a 5K race and a 1-mile Fun Run, which take place between 7:25 am and 9:45 am that morning. There are four roads involved in the runs, and three of which have minimal traffic, and not interfere significantly the runs. However, due to the extension of Perdido Street to County Road 99, there is heavy traffic from its intersection with County Road 99 to the intersection with Windell Avenue. It is requested that authorization be granted to have the above mention section of Perdido Street closed from 7:30 am to 9:30 am on the morning of September 5, 2022.

The Optimist Club of Perdido Bay point of contact is Dodd Bouchillon at 256-280-6346.

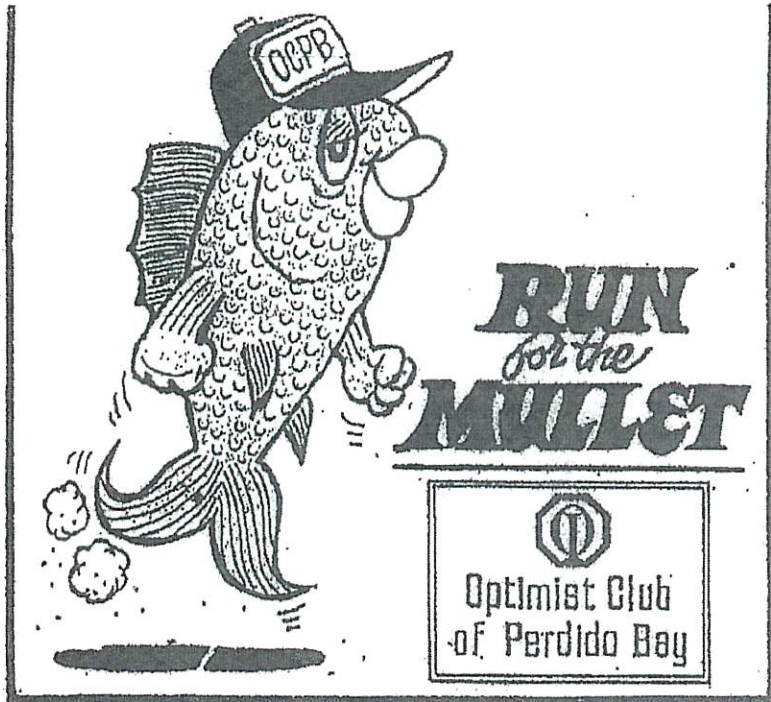
Thank you for your assistance in this matter.

Yours truly,

*Daniel W. Randall*

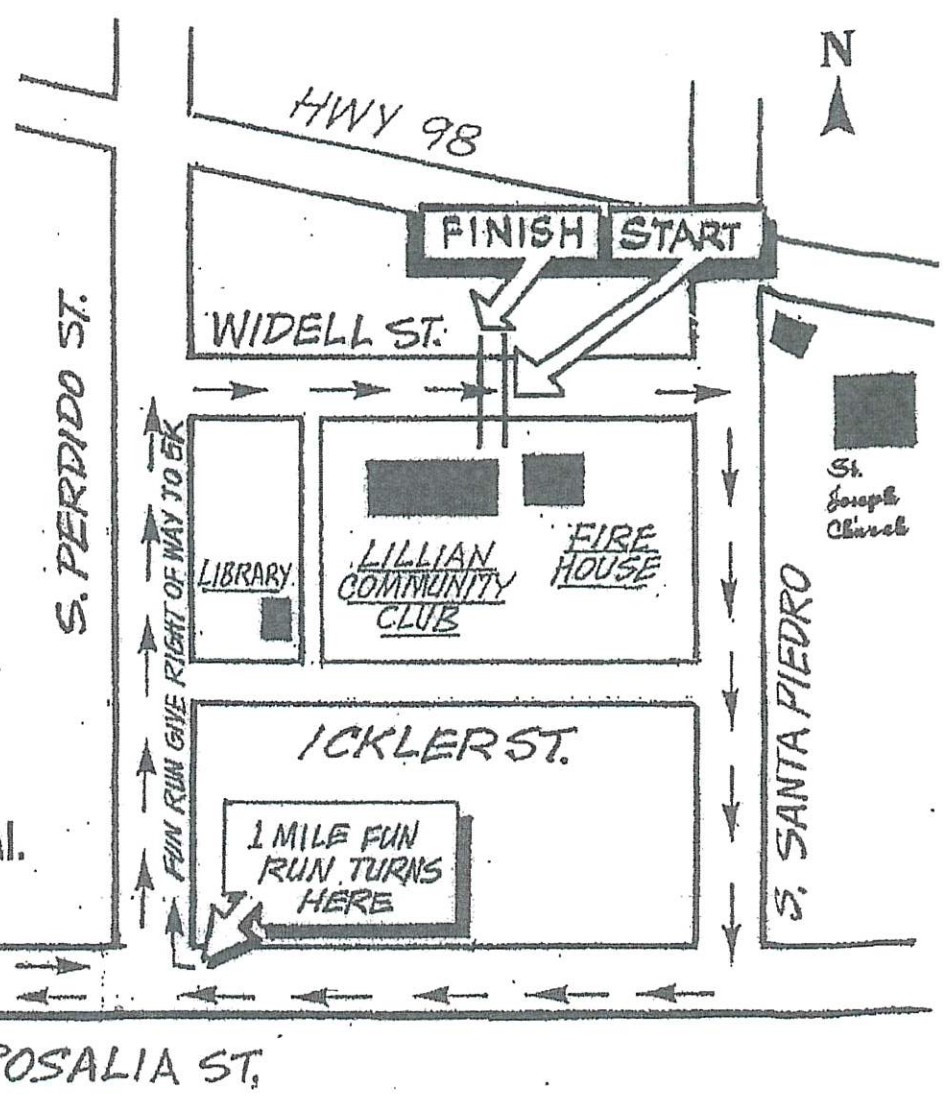
Daniel W. Randall  
President, Optimist Club of Perdido Bay  
251-234-1122

Encls: Run for the Mullet Route, Certificate of Insurance  
CC: Baldwin County Sheriff's Office



**LABOR DAY**  
Lillian Community Club • Lillian, Al.

HILLCREST RD.



5K RACE at 7:30 a. m.  
1 MILE FUN RUN at 8:15 a.m.  
and "FUN WALK" at 8:15 a.m.


# OFFICE OF SHERIFF



BALDWIN COUNTY, ALABAMA  
SHERIFF HUEY HOSS MACK

320 N. Hoyle Avenue  
Bay Minette, Alabama 36507  
(251) 937-0210  
Fax (251) 580-1687

TO: County Commission

FROM: Anthony Lowery, Chief Deputy 

DATE: July 7, 2022

SUBJECT: Optimist Club of Perdido Bay  
36<sup>th</sup> Annual Labor Day Mullet Festival  
September 5, 2022  
7:30 AM

The Sheriff's Office will provide security for the above referenced event if the Commission approves the route-as per policy.

Please make us aware of your decision as soon as possible.

CC: Capt. Tony Nolfé  
Lt. Nathan Lusk  
Mandi Scott

AL/BL





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1286, **Version:** 1

**Item #:** BD1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Ann Simpson, Director of Transportation, BRATS

**Submitted by:** Ann Simpson, Director of Transportation, BRATS

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### **ITEM TITLE**

Price Increase of Public Transit Vehicles for Baldwin Regional Area Transit System (BRATS) under 5307 Urban Transportation Grant Program

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the local match portion of the price increase for two (2) Model Year 2023 Ford High Roof Transit Vans under the 5307 Urban Transportation Grant Program; and
- 2) Authorize the Clerk/Treasurer to issue a check to the Alabama Department of Transportation in the amount of \$4,319.20.

### **BACKGROUND INFORMATION**

**Background:** BRATS received written notification from ALDOT on Thursday July 21, 2022 that the Model Year 2022 transit vehicles which the Baldwin County Commission ordered in February, 2022 will not be available; however Model Year 2023 vehicles are scheduled to be manufactured beginning in late 2022. The cost of the Model Year 2023 Ford Transit High Roof Passenger Van equipped with a wheelchair lift has increased approximately 27% resulting in an increase of local match funding by the Baldwin County Commission of \$4,319.20 per vehicle.

NOTE: Of the two (2) vehicles previously ordered, one was funded at 80/20 and one was funded at 100% by the Federal Transit Administration (FTA) under the CARES Act. The same funding levels are applicable to the price increases resulting in a 20% match for one vehicle and \$0 local match for one vehicle.

**Previous Commission action/date:** February 15, 2022 - The BCC approved the purchase of two (2) new Ford High Roof Transit Vans and authorized the Clerk/Treasurer to issue a check to the Alabama Department of Transportation in the amount of \$13,070.40.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$4,319.20



**Budget line item(s) to be used:** 143.51930.55500

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Accounting and Administration Departments

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

1) Accounting Department to issue check in the amount of \$4,319.20 to the Alabama Department of Transportation and provide to Administration Staff to mail with approval letter.

2) Administration Staff print letter on letterhead and mail letter with Vehicle Order Summary and check made payable to ALDOT in the amount of \$4,319.20 to:

Alabama Department of Transportation

Mr. Bradley B. Lindsey, P.E., Local Transportation Bureau Chief

1409 Coliseum Boulevard

Montgomery, Alabama 36110

3) Administration Staff to e-mail copies of letter to:

a. Chandra Middleton, Office of Public Transportation at [middletonc@dot.state.al.us](mailto:middletonc@dot.state.al.us)

b. Thomas Thomson, ALDOT at [thomson@dot.state.al.us](mailto:thomson@dot.state.al.us)

c. Ann Simpson at [ann.simpson@baldwincountyal.gov](mailto:ann.simpson@baldwincountyal.gov)

**Additional instructions/notes:** N/A

**From:** [King, Marshetia](#)  
**To:** [lilfred72@hotmail.com](#); [rose.thomas@autauga.com](#); [Ann Simpson](#); [Jessie Carter](#); [zdaniels@eufaula.rr.com](#); [Lori Kirkland](#); [Donta Frazier](#); [Tami Baxley](#); [glendaac@dekalbcountyval.us](#); [Transportation](#); [Gwen Grimes](#); [Dorothea Kurdziel](#); [helpinc@nctv.com](#); [Chad Coleman](#); [Karl Westfall](#); [gbenjamin@maconalabama.com](#); [Marlin King](#); [Katrinia Banks-Love](#); [s.miller@walkercountyval.us](#); [boss\\_trn](#); [Jesse E. Turner](#); [Scott Farmer](#)  
**Cc:** [Stroup, Randy](#); [Lindsey, Bradley](#); [Rogers, Kasey O.](#); [Havron, Garry](#); [eweimer@creativebussales.com](#); [Rollins, Catrina M](#); [Middleton, Chandra](#); [Heikkinen, Lauren](#); [Weaver, Lora L](#); [Echols, Robert](#); [Thomson, Thomas](#)  
**Subject:** Section 5311 High Roof Transit Van Meeting Summation  
**Date:** Thursday, July 21, 2022 3:18:12 PM  
**Attachments:** [HRV Rear Floorplan.pdf](#)  
[HRV Side Load Floor Plans.pdf](#)

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Good afternoon, ALDOT Providers,

First, ALDOT would like to thank each of you for your patience and understanding as we work through these unprecedented difficulties we are experiencing in the procurement of rolling stock vehicles. This office along with other ALDOT Bureaus and State Agencies have been working diligently to seek out alternative methods to advance the procurement of rolling stock vehicles and will continue to do so until the needed vehicles are procured and placed into service for the citizens of our great state.

During our virtual meeting on Thursday July 14, 2022, we discussed the procurement difficulties that are being experienced in securing the high roof transit vans (HRV). As noted during the meeting HRV's ordered in model years (MY) 2021/2022 will not be available at the original prices.

To simplify what was communicated on the MY 2023 pricing increases this office submits to you the following:

1. **NO HAP High Roof Vans (HRV)**

- a. Are not available under the new MY 2023 HRV sideload contract
- b. Agencies that have ordered a NO HAP HRV under the MY 2021/2022 contract and still want to receive the vehicle are responsible for all upcharges noted in the table below
  - i. Agency will need to submit a request in writing on the agency letterhead indicating they want to continue with the order and attach a check for the additional upcharges associated with the purchase
- c. Agencies that have ordered a NO HAP HRV can change their order to a HAP 1 or 2 rear or side load vehicle under the new MY 2023 HRV contract and provide the additional matching funds required to fulfill the matching requirements
  - i. Any changes to vehicle orders will have to be submitted to this office in writing on the agency letterhead with a check attached covering any additional matching funds required for the procurement
- d. Agency can cancel the HRV order
  - i. Agencies that cancel HRV orders will be reimbursed any matching funds previously submitted to this office
  - ii. Agencies that cancel HRV orders lose their place in the procurement order and when the agency orders the next HRV the order is placed in the rear of the production line
  - iii. Any changes to vehicle orders will have to be submitted to this office in writing on the agency letterhead

2. **HAP 1 and HAP 2 High Roof Vans (HRV)**

- a. Agencies that ordered a HAP 1 or 2 rear load HRV under the MY 2021/2022 contract

can still receive the ordered vehicle/s under the new MY 2023 HRV contract pricing as noted in the table below

- i. Agencies will have to indicate in writing their intention to continue with the purchase to this office on agency letterhead with a check attached covering any additional matching funds required for the procurement
- b. Agencies that ordered a HAP 1 of 2 rear load HRV can change to a side load HRV under the new MY 2023 contract
  - i. Any changes to vehicle orders will have to be submitted to this office in writing on the agency letterhead with a check attached covering any additional matching funds required for the procurement
- c. Agency can cancel the HRV order
  - i. Agencies that cancel HRV orders will be reimbursed any matching funds previously submitted to this office
  - ii. Agencies that cancel HRV orders lose their place in the procurement order and when the agency orders the next HRV the order is placed in the rear of the production line
  - iii. Any changes to vehicle orders will have to be submitted to this office in writing on the agency letterhead

**3. Applies to all Vehicle Orders**

- a. All Public Transportation Vehicles (Section 5311) ordered through this office will have the new vehicle wrap graphics as part of the procurement
- b. Any agency requests for a change in a vehicle order shall be submitted to this office in writing on agency letterhead with a check for additional matching or upcharge funds attached
- c. 100% funded HRV orders
  - i. If the agency proceeds with their vehicle order under regular funding (80/20) and the order was previously part of the Buy One Get One of equal or lessor value offer, this office will honor our commitment to provide the 100% funded HRV
  - ii. If the agency cancels their vehicle order under regular funding (80/20) and the order was previously part of the Buy One Get One of equal or lessor value offer, this office will by default cancel the order for the 100% funded HRV
  - iii. If the agency cancels their vehicle order under regular funding (80/20) any matching funds submitted by the agency will be returned to the agency after the project has been closed out through ALDOT accounting

**4. Questions**

- a. If you have any questions on the additional matching funds required, please contact Tommy Thomson, Robert Echols or Kasey Rogers @ 334.242.6773, 334.242.6780 or 334.242.6764 respectively

**5. Timely Responses**

- a. This office is requesting agencies to have their vehicle order documentation and checks (if applicable) submitted to this office by **COB August 31, 2022**. A timely response from out agencies will enable this office to coordinate procurement activities with the vendor in an expeditious manner.

2021/2022 Rear Lift	NO HAP	HAP 1	HAP 2
<b>2021/2022 Model Bid</b>			
Price	\$60,317	\$65,352	\$65,575
<b>Original 20% Match</b>	<b>\$12,064</b>	<b>\$13,071</b>	<b>\$13,115</b>
<b>5311 Graphics Package</b>	<b>\$2,775</b>		
<b>Upcharge to 2023 Model</b>			

<b>Year</b>	<b>\$15,379</b>
<b>Non-Public Transportation Providers</b>	
<b>Upcharge Due From Non Public Transportation Agency</b>	<b>\$15,379</b>
<b>Total Vehicle Cost for Non Public Transportation</b>	\$75,696
<b>Public Transportation Providers Section 5311</b>	
<b>Upcharge Due From Public Transportation Agency (Section 5311)</b>	<b>\$18,154</b>
<b>Total Vehicle Cost for Public Transportation Providers / Section 5311</b>	\$78,471

<b>2023 Shift N' Step Side Lift</b>	<b>HAP 1</b>	<b>HAP 2</b>
<b>2023 Bid Price</b>	\$84,173	\$82,938
<b>Non-Public Transportation Providers</b>		
<b>2023 20% Match</b>	\$16,835	\$16,588
<b>20% Match Previously PD by agency</b>	<b>\$13,071</b>	<b>\$13,115</b>
<b>Additional 20% Match From Non Public Transportation Agency</b>	<b>\$3,764</b>	<b>\$3,473</b>
<b>Public Transportation Providers Section 5311</b>		
<b>2023 20% Match</b>	\$16,835	\$16,588
<b>20% Match Previously PD by agency</b>	<b>\$13,071</b>	<b>\$13,115</b>
<b>5311 Graphics Package</b>	\$2,775	
<b>20% Graphics Package</b>	<b>\$555</b>	<b>\$555</b>
<b>Additional 20% Match and 20% 5311 Graphics</b>	<b>\$4,319</b>	<b>\$4,028</b>

High Roof Van floor plans are attached for your use as warranted in making vehicle selections to fit the needs of your agency.

Thank you,

*Randy R. Stroup*  
*Assistant Bureau Chief, Local Transportation Bureau*  
*Alabama Department of Transportation*  
*1409 Coliseum Blvd.*  
*Montgomery, AL 36110*  
*1-334-242-6760*  
*Cell 334-850-5624*  
[stroupr@dot.state.al.us](mailto:stroupr@dot.state.al.us)

**BALDWIN COUNTY COMMISSION - BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)  
 FY2021 5307 VEHICLE ORDER SUMMARY - MY2023 PRICE INCREASE**

<b>No.</b>	<b>GRANT</b>	<b>VEHICLE DESCRIPTION</b>	<b>OPTIONS</b>	<b>2023 MODEL TOTAL COST</b>	<b>LOCAL MATCH</b>	<b>LOCAL \$</b>
1	5307-Regular	<b>2023</b> Ford High Roof Transit Van	Side Lift; 1 Wheelchair Station	\$ 84,173.00	20%	\$ 16,834.60
			ALDOT Graphics Package (req'd)	\$ 2,775.00	20%	\$ 555.00
2	5307-Cares	<b>2023</b> Ford High Roof Transit Van	Side Lift; 1 Wheelchair Station	\$ 84,173.00	0%	\$ -
			ALDOT Graphics Package (req'd)	\$ 2,775.00	0%	\$ -
<b>TOTAL:</b>				<b>\$ 173,896.00</b>		<b>\$ 17,389.60</b>
						<b>CHECK NO. 246786 DATED 2/17/2022:</b>
						<b>\$ 13,070.40</b>
						<b>BALANCE DUE FOR PRICE INCREASE:</b>
						<b>\$ 4,319.20</b>



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1285, **Version:** 1

**Item #:** BD2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Ann Simpson, Director of Transportation

**Submitted by:** Ann Simpson, Director of Transportation

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### **ITEM TITLE**

Price Increase of Public Transit Vehicles for Baldwin Regional Area Transit System (BRATS) under 5311 Rural Transportation Grant Program

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the local match portion of the price increase for four (4) Model Year 2023 Ford High Roof Transit Vans under the 5311 Rural Transportation Grant Program; and
- 2) Authorize the Clerk/Treasurer to issue a check to the Alabama Department of Transportation in the amount of \$8,055.20.

### **BACKGROUND INFORMATION**

**Background:** BRATS received written notification from ALDOT on Thursday July 21, 2022, that the Model Year 2022 transit vehicles which the Baldwin County Commission ordered in February, 2022 will not be available; however Model Year 2023 vehicles are scheduled to be manufactured beginning in late 2022. The cost of the Model Year 2023 Ford Transit High Roof Passenger Van equipped with a wheelchair lift has increased approximately 27% resulting in an increase of local match funding by the Baldwin County Commission of \$4,027.60 per vehicle.

**NOTE:** Of the four (4) vehicles previously ordered, two were funded at 80/20 and two were funded at 100% by the Federal Transit Administration (FTA) under the CARES Act. The same funding levels are applicable to the price increases resulting in a 20% match for two vehicles and \$0 local match for two vehicles.

**Previous Commission action/date:** February 15, 2022 - The BCC approved the purchase of four (4) new Ford High Roof Transit Vans and authorized the Clerk/Treasurer to issue a check to the Alabama Department of Transportation in the amount of \$26,230.00.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$8,055.20

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**Budget line item(s) to be used:** 143.51930.55500

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Accounting and Administration Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

1) Accounting Department to issue check in the amount of \$8,055.20 to the Alabama Department of Transportation and provide to Administration Staff to mail with approval letter.

2) Administration Staff to print letter on letterhead, and mail letter, Vehicle Order Summary, and check made payable to ALDOT in the amount of \$8,055.20 to:

Alabama Department of Transportation  
Mr. Bradley B. Lindsey, P.E., Local Transportation Bureau Chief  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110

3) Administration Staff to e-mail copies of letter to:

- a. Chandra Middleton, Office of Public Transportation at [middletonc@dot.state.al.us](mailto:middletonc@dot.state.al.us)
- b. Thomas Thomson, ALDOT at [thomsont@dot.state.al.us](mailto:thomsont@dot.state.al.us)
- c. Ann Simpson at [ann.simpson@baldwincountyal.gov](mailto:ann.simpson@baldwincountyal.gov)

**Additional instructions/notes:** N/A



**From:** [King, Marshetia](#)  
**To:** [lilfred72@hotmail.com](#); [rose.thomas@autauga.com](#); [Ann Simpson](#); [Jessie Carter](#); [zdaniels@eufaula.rr.com](#); [Lori Kirkland](#); [Donta Frazier](#); [Tami Baxley](#); [glendaac@dekalbcountyval.us](#); [Transportation](#); [Gwen Grimes](#); [Dorothea Kurdziel](#); [helpinc@nctv.com](#); [Chad Coleman](#); [Karl Westfall](#); [gbenjamin@maconalabama.com](#); [Marlin King](#); [Katrinia Banks-Love](#); [s.miller@walkercountyval.us](#); [boss\\_trn](#); [Jesse E. Turner](#); [Scott Farmer](#)  
**Cc:** [Stroup, Randy](#); [Lindsey, Bradley](#); [Rogers, Kasey O.](#); [Havron, Garry](#); [eweimer@creativebussales.com](#); [Rollins, Catrina M](#); [Middleton, Chandra](#); [Heikkinen, Lauren](#); [Weaver, Lora L](#); [Echols, Robert](#); [Thomson, Thomas](#)  
**Subject:** Section 5311 High Roof Transit Van Meeting Summation  
**Date:** Thursday, July 21, 2022 3:18:12 PM  
**Attachments:** [HRV Rear Floorplan.pdf](#)  
[HRV Side Load Floor Plans.pdf](#)

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Good afternoon, ALDOT Providers,

First, ALDOT would like to thank each of you for your patience and understanding as we work through these unprecedented difficulties we are experiencing in the procurement of rolling stock vehicles. This office along with other ALDOT Bureaus and State Agencies have been working diligently to seek out alternative methods to advance the procurement of rolling stock vehicles and will continue to do so until the needed vehicles are procured and placed into service for the citizens of our great state.

During our virtual meeting on Thursday July 14, 2022, we discussed the procurement difficulties that are being experienced in securing the high roof transit vans (HRV). As noted during the meeting HRV's ordered in model years (MY) 2021/2022 will not be available at the original prices.

To simplify what was communicated on the MY 2023 pricing increases this office submits to you the following:

1. **NO HAP High Roof Vans (HRV)**

- a. Are not available under the new MY 2023 HRV sideload contract
- b. Agencies that have ordered a NO HAP HRV under the MY 2021/2022 contract and still want to receive the vehicle are responsible for all upcharges noted in the table below
  - i. Agency will need to submit a request in writing on the agency letterhead indicating they want to continue with the order and attach a check for the additional upcharges associated with the purchase
- c. Agencies that have ordered a NO HAP HRV can change their order to a HAP 1 or 2 rear or side load vehicle under the new MY 2023 HRV contract and provide the additional matching funds required to fulfill the matching requirements
  - i. Any changes to vehicle orders will have to be submitted to this office in writing on the agency letterhead with a check attached covering any additional matching funds required for the procurement
- d. Agency can cancel the HRV order
  - i. Agencies that cancel HRV orders will be reimbursed any matching funds previously submitted to this office
  - ii. Agencies that cancel HRV orders lose their place in the procurement order and when the agency orders the next HRV the order is placed in the rear of the production line
  - iii. Any changes to vehicle orders will have to be submitted to this office in writing on the agency letterhead

2. **HAP 1 and HAP 2 High Roof Vans (HRV)**

- a. Agencies that ordered a HAP 1 or 2 rear load HRV under the MY 2021/2022 contract

can still receive the ordered vehicle/s under the new MY 2023 HRV contract pricing as noted in the table below

- i. Agencies will have to indicate in writing their intention to continue with the purchase to this office on agency letterhead with a check attached covering any additional matching funds required for the procurement
- b. Agencies that ordered a HAP 1 of 2 rear load HRV can change to a side load HRV under the new MY 2023 contract
  - i. Any changes to vehicle orders will have to be submitted to this office in writing on the agency letterhead with a check attached covering any additional matching funds required for the procurement
- c. Agency can cancel the HRV order
  - i. Agencies that cancel HRV orders will be reimbursed any matching funds previously submitted to this office
  - ii. Agencies that cancel HRV orders lose their place in the procurement order and when the agency orders the next HRV the order is placed in the rear of the production line
  - iii. Any changes to vehicle orders will have to be submitted to this office in writing on the agency letterhead

**3. Applies to all Vehicle Orders**

- a. All Public Transportation Vehicles (Section 5311) ordered through this office will have the new vehicle wrap graphics as part of the procurement
- b. Any agency requests for a change in a vehicle order shall be submitted to this office in writing on agency letterhead with a check for additional matching or upcharge funds attached
- c. 100% funded HRV orders
  - i. If the agency proceeds with their vehicle order under regular funding (80/20) and the order was previously part of the Buy One Get One of equal or lessor value offer, this office will honor our commitment to provide the 100% funded HRV
  - ii. If the agency cancels their vehicle order under regular funding (80/20) and the order was previously part of the Buy One Get One of equal or lessor value offer, this office will by default cancel the order for the 100% funded HRV
  - iii. If the agency cancels their vehicle order under regular funding (80/20) any matching funds submitted by the agency will be returned to the agency after the project has been closed out through ALDOT accounting

**4. Questions**

- a. If you have any questions on the additional matching funds required, please contact Tommy Thomson, Robert Echols or Kasey Rogers @ 334.242.6773, 334.242.6780 or 334.242.6764 respectively

**5. Timely Responses**

- a. This office is requesting agencies to have their vehicle order documentation and checks (if applicable) submitted to this office by **COB August 31, 2022**. A timely response from out agencies will enable this office to coordinate procurement activities with the vendor in an expeditious manner.

2021/2022 Rear Lift	NO HAP	HAP 1	HAP 2
<b>2021/2022 Model Bid</b>			
Price	\$60,317	\$65,352	\$65,575
<b>Original 20% Match</b>	<b>\$12,064</b>	<b>\$13,071</b>	<b>\$13,115</b>
<b>5311 Graphics Package</b>	<b>\$2,775</b>		
<b>Upcharge to 2023 Model</b>			

<b>Year</b>	<b>\$15,379</b>
<b>Non-Public Transportation Providers</b>	
<b>Upcharge Due From Non Public Transportation Agency</b>	<b>\$15,379</b>
<b>Total Vehicle Cost for Non Public Transportation</b>	\$75,696
<b>Public Transportation Providers Section 5311</b>	
<b>Upcharge Due From Public Transportation Agency (Section 5311)</b>	<b>\$18,154</b>
<b>Total Vehicle Cost for Public Transportation Providers / Section 5311</b>	\$78,471

<b>2023 Shift N' Step Side Lift</b>	<b>HAP 1</b>	<b>HAP 2</b>
<b>2023 Bid Price</b>	\$84,173	\$82,938
<b>Non-Public Transportation Providers</b>		
<b>2023 20% Match</b>	\$16,835	\$16,588
<b>20% Match Previously PD by agency</b>	<b>\$13,071</b>	<b>\$13,115</b>
<b>Additional 20% Match From Non Public Transportation Agency</b>	<b>\$3,764</b>	<b>\$3,473</b>
<b>Public Transportation Providers Section 5311</b>		
<b>2023 20% Match</b>	\$16,835	\$16,588
<b>20% Match Previously PD by agency</b>	<b>\$13,071</b>	<b>\$13,115</b>
<b>5311 Graphics Package 20% Graphics Package</b>	\$2,775	
	<b>\$555</b>	<b>\$555</b>
<b>Additional 20% Match and 20% 5311 Graphics</b>	<b>\$4,319</b>	<b>\$4,028</b>

High Roof Van floor plans are attached for your use as warranted in making vehicle selections to fit the needs of your agency.

Thank you,

*Randy R. Stroup*  
*Assistant Bureau Chief, Local Transportation Bureau*  
*Alabama Department of Transportation*  
*1409 Coliseum Blvd.*  
*Montgomery, AL 36110*  
*1-334-242-6760*  
*Cell 334-850-5624*  
[stoupr@dot.state.al.us](mailto:stoupr@dot.state.al.us)

**BALDWIN COUNTY COMMISSION - BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)  
 FY2021 5311 VEHICLE ORDER SUMMARY - MY2023 PRICE INCREASE**

<b>No.</b>	<b>GRANT</b>	<b>VEHICLE DESCRIPTION</b>	<b>OPTIONS</b>	<b>2023 MODEL TOTAL COST</b>	<b>LOCAL MATCH</b>	<b>LOCAL \$</b>
1	5311-Regular	2023 Ford High Roof Transit Van	Side Lift; 2 Wheelchair Stations	\$ 82,938.00	20%	\$ 16,587.60
			ALDOT Graphics Package (req'd)	\$ 2,775.00	20%	\$ 555.00
2	5311-Regular	2023 Ford High Roof Transit Van	Side Lift; 2 Wheelchair Stations	\$ 82,938.00	20%	\$ 16,587.60
			ALDOT Graphics Package (req'd)	\$ 2,775.00	20%	\$ 555.00
3	5311-Cares	2023 Ford High Roof Transit Van	Side Lift; 2 Wheelchair Stations	\$ 82,938.00	0%	\$ -
			ALDOT Graphics Package (req'd)	\$ 2,775.00	0%	\$ -
4	5311-Cares	2023 Ford High Roof Transit Van	Side Lift; 2 Wheelchair Stations	\$ 82,938.00	0%	\$ -
			ALDOT Graphics Package (req'd)	\$ 2,775.00	0%	\$ -
<b>TOTAL:</b>				<b>\$ 342,852.00</b>		<b>\$ 34,285.20</b>
<b>CHECK NO. 246785 DATED 2/17/2022:</b>						<b>\$ (26,230.00)</b>
<b>BALANCE DUE FOR PRICE INCREASE:</b>						<b>\$ 8,055.20</b>



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1249, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Junius Long, Building Facilities Coordinator

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-36A - Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Extend Bid #WG21-36A - Provision of HVAC Chiller Annual Preventative Maintenance Services with **Trane U.S., Inc., d/b/a Trane Technologies**, for an additional twelve (12) months at the same prices and terms as stated in the original bid award dated September 7, 2021. The Contract extension will expire on September 7, 2023.

### **BACKGROUND INFORMATION**

**Background:** The Building Maintenance Department is requesting that the Commission extend the bid for the Provision of HVAC Chiller Annual Preventative Maintenance Services that was awarded to on September 7, 2021, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, Trane U.S., Inc. d/b/a Trane Technologies who was awarded the bid, has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The current bid prices are attached. The Contract extension will expire on September 7, 2023.

### **Previous Commission action/date:**

08/3/2021 meeting: 1) Rejected the bids received and authorized the Purchasing Director to re-bid for the Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

06/15/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or

clarifications if required after the bid was advertised.

09/07/2021 meeting: Awarded the bid for the Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission to the lowest bidder, Trane U.S., Inc., d/b/a Trane Technologies, as per the attached Award Listing and authorized the Chairman to execute the Contract. The Contract shall be effective immediately upon the same date as its full execution for a period of twelve (12) months with an option to extend for two (2) additional twelve (12) month terms.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$13,422.00 per year

**Budget line item(s) to be used:** 10051995.52310

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 8/02/2022

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Letter to Vendor

**Additional instructions/notes:** N/A

**From:** [Crump, Brandon](#)  
**To:** [Wanda Gautney](#)  
**Subject:** RE: Bid #WG21-36 - Provision of HVAC Chiller Annual Preventative Maintenance Services  
**Date:** Friday, July 15, 2022 9:28:04 AM

---

Good Morning Ms. Gautney,

Yes Ma'am, Trane will agree to the renewal at the same price and terms of the original bid award.

Thanks,

Brandon Crump  
Account Manager  
Gulf South  
Commercial HVAC Americas

124 East Interstate 65 Service Rd. N  
Mobile, AL 35507

+1 205 534 0051 Cell

Trane Technologies  
[Brandon.Crump@Trane.com](mailto:Brandon.Crump@Trane.com)

-----Original Message-----

From: Wanda Gautney <[wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)>  
Sent: Thursday, July 14, 2022 8:51 AM  
To: Crump, Brandon <[Brandon.Crump@trane.com](mailto:Brandon.Crump@trane.com)>  
Subject: Bid #WG21-36 - Provision of HVAC Chiller Annual Preventative Maintenance Services

Alert: This is an external email.

Brandon,

Bid #WG21-36 - Provision of HVAC Chiller Annual Preventative Maintenance Services for Baldwin County Commission will expire September 7, 2022. The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices, and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months. I have attached a copy of the original Award Listing for your review.

Please let me know if Trane, Inc., agrees to a twelve (12) month extension at the same prices and terms of the original bid award of September 7, 2021.

Thanks

Wanda Gautney, Purchasing Director  
Baldwin County Purchasing Department  
Phone: (251) 580-2520  
Fax: (251) 580-2536  
Email: [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)



State of Alabama )

County of Baldwin )

## CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and Trane U.S., Inc. dba Trane Technologies, (hereinafter referred to as "PROVIDER").

### WITNESSETH:

**Whereas**, at its regular meeting on Tuesday, August 3, 2021, the COUNTY authorized staff to solicit bids for the Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission; and

**Whereas**, PROVIDER presented the lowest bid to the COUNTY, and therefore, COUNTY wishes to retain PROVIDER to provide those services Hereinafter set out under the following terms and conditions.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Trane U.S., Inc. dba Trane Technologies

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY

and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Trane U.S., Inc. dba Trane Technologies  
124 E. I-65 Service Road N.  
Mobile, AL 36607  
ATTN: Brandon Crump

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally-qualified contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG21-36A**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG21-36A named, Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission”.**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid as shown on "**ATTACHMENT A.**" Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) additional twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate

shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

**XXVIII: Surety:** As a material inducement for the County to enter this Agreement, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

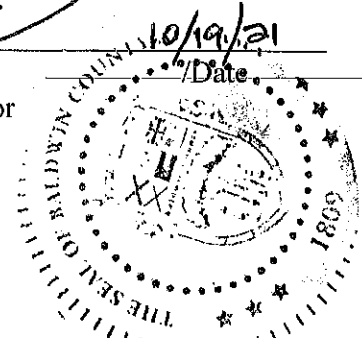
IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY:

*Joe Davis III* /Date 10/19/21  
JOE DAVIS, III  
Chairman

ATTEST:

*Wayne Dyess* /Date 10/19/21  
WAYNE DYESS  
County Administrator



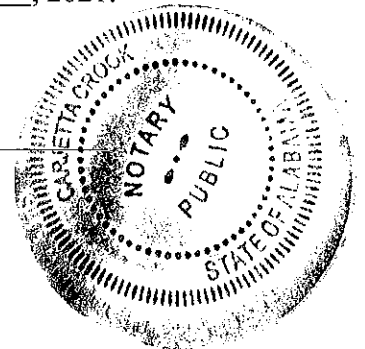
State of Alabama )

County of Baldwin )

I, *Corjetta Crook*, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the 19<sup>th</sup> day of October, 2021.

*Corjetta Crook*  
Notary Public  
My Commission Expires:  
July 14, 2025



**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

*Trane U.S., Inc. dba Trane Technologies*

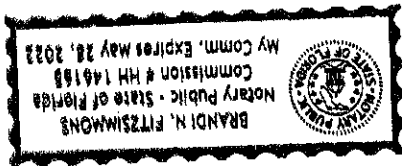
*Brandon Crump* / *10/13/2021* *Brandon Crump*  
By \_\_\_\_\_ / Date  
Its \_\_\_\_\_

State of Alabama )

County of Baldwin )

I, *Brandi Fitzsimmons*, a Notary Public in and for said County and State, hereby certify that *Brandon Crump* as *Acct Manager* of Trane U.S., Inc. dba Trane Technologies, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Trane U.S., Inc. dba Trane Technologies.

GIVEN under my hand and seal on this the *13<sup>th</sup>* day of *October*, 2021.



*Brandi Fitzsimmons*  
Notary Public  
My Commission Expires



**BID #WG21-36A RESPONSE FORM**

Provision of HVAC Chiller Annual Preventative Maintenance Services

Page 1 of 3

Date: 8/20/2021

Out of State  Yes or  No If yes, \_\_\_\_\_  
Registration Number

Company Name: Trane Technologies

Address: 124 E I-65 Service Rd N  
Mobile AL 36607

Company Rep. Brandon Crump  
(Rep. Name Typed or Printed)

Position: Account Manager

Email address: Brandon.Crump@Trane.com

Phone: 205 534 0051

Fax: \_\_\_\_\_

Financing through another agency beside yourself  Yes or  No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

\_\_\_\_\_  
Financing Agency Authorized Signature

**All exceptions must be listed and attached to the bid response form.**

**BID #WG21-36A RESPONSE FORM**

Provision of HVAC Chiller Annual Preventative Maintenance Services

Page 2 of 3

- |  |                    |          |
|--|--------------------|----------|
| 1. Baldwin County Central Annex                  | \$ <u>1,981.50</u> | per year |
| 2. Baldwin County Central Annex II               | \$ <u>4,043.00</u> | per year |
| 3. Baldwin County Courthouse, Bay Minette        | \$ <u>1,743.00</u> | per year |
| 4. Baldwin County Satellite Courthouse, Foley    | \$ <u>2,049.00</u> | per year |
| 5. Baldwin County Annex V                        | \$ <u>1,750.00</u> | per year |
| 6. Baldwin County Satellite Courthouse, Fairhope | \$ <u>1,849.50</u> | per year |

Grand Total \$ 13,422.00 per year

Hourly Rate for repairs not covered by maintenance agreement:

Weekdays: M - F \$ 169.00 per hour

Evenings \$ 253.50 per hour Evenings begin at: 3:30 P.M.

Weekends \$ 253.50 per hour

Holidays \$ 338.00 per hour List Holidays: New Years

Memorial Day

Independence Day

Labor Day

Thanksgiving

12/24 Christmas Eve

12/25 Christmas

**County reserves the right to modify service on an as needed basis: Units may be deleted or added.**

**COMPETITIVE BID #WG21-36A AWARD LISTING**

Provision of HVAC Chiller Annual Preventative Maintenance Services

Effective: September 7, 2021 through September 7, 2022

<b>BIDDER: Trane U.S., Inc. dba Trane Technologies</b>	
<u>Facility</u>	<u>Amount Bid</u>
1. Baldwin County Central Annex	\$1,987.50 per year
2. Baldwin County Central Annex II	\$4,043.00 per year
3. Baldwin County Courthouse - Bay Minette	\$1,743.00 per year
4. Baldwin County Satellite Courthouse - Foley	\$2,049.00 per year
5. Baldwin County Revenue Commission - Annex V	\$1,750.00 per year
6. Baldwin County Satellite Courthouse - Fairhope	\$1,849.50 per year
<b>Grand Total</b>	<b>\$13,422.00</b>
<b>Hourly Rate for repairs not covered by maintenance agreement:</b>	
Weekdays: M - F	\$169.00 per hour
Evenings	\$253.50 per hour
Weekends	\$253.50 per hour
Holidays	\$338.00 per hour
	<b>Evenings begin at: 3:30 P.M.</b>
	<b>List Holidays:</b> New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Christmas Eve Christmas Day
<b>Exceptions:</b>	NONE



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1289, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Competitive Bid #WG22-44 - Provision of Bottled Water for the Baldwin County Commission

### STAFF RECOMMENDATION

Award Bid #WG22-44 - Provision of Bottled Water to the lowest bidder, **Coca-Cola Bottling Co. United - Central LLC**, as per the attached Award Listing.

### BACKGROUND INFORMATION

**Background:** Bid were opened in the Purchasing Conference room on July 21, 2022, at 2:00 P.M. Two (2) bids were received. Staff recommends the Commission award the bid to the lowest bidder Coca-Cola Bottling Co. United - Central LLC, as per the attached Award Listing. Bid Tabulation attached.

### **Previous Commission action/date:**

07/05/2022 meeting: 1) Approved the specifications for the Provision of Bottled Water and authorized the Purchasing Director to place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commission for the Baldwin County Commission to approve any necessary addendums for clarifications if required after the bid is advertised.

### FINANCIAL IMPACT

**Total cost of recommendation:** Variable

**Budget line item(s) to be used:** Various Department Budgets

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

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N/A

Reviewed/approved by: N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

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Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: 8/02/2022

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Letter to Bidders

Additional instructions/notes: N/A

**COMPETITIVE BID #WG22-44 – Award Listing**

Provision of Bottled Water

Effective Date: 08/02/2022 through 08/02/2023

**BIDDER: Coca-Cola Bottling Co. United, Central LLC**

**ITEM: Bottled Water 16.9 oz.**

Amount Bid: \$0.25 per bottle = \$ 5.99 per case

Manufacturer or Brand: Dasani

Transportation per hour rate: \$ N/A - None

**Exceptions:** Dasani water case pack has a best by date of 52 weeks

**COMPETITIVE BID #WG22-44 – Bid Tabulation**  
Provision of Bottled Water

**BIDDER: Coca-Cola Bottling Co. United, Central LLC**

**ITEM: Bottled Water 16.9 oz.**

Amount Bid: \$0.25 per bottle = \$ 5.99 per case  
Manufacturer or Brand: Dasani  
Transportation per hour rate: \$ N/A - None

**Exceptions:** Dasani water case pack has a best by date of 52 weeks

**BIDDER: SLS CO LTD**

**ITEM: Bottled Water 16.9 oz.**

Amount Bid: \$0.62 per bottle = \$ 14.88 per case  
Manufacturer or Brand: Nestle, Lipsey, Niagara, Zephyrhills, or Crystel Geyser  
Transportation per hour rate: \$ 275.00

**Exceptions: None**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1239, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Junius Long, Building Facilities Coordinator

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG22-45 - Provision of Painting and Drywall Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Authorize the Purchasing Director to re-bid the Provision of Painting and Drywall Services; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Background:** Bids were due to be opened on July 11, 2022, at 1:30 P.M., in the Purchasing Conference Room. No bids were received. Staff recommendation is to authorize the Purchasing Director to re-bid the Provision of Painting and Drywall Services.

### **Previous Commission action/date:**

06/21/2022 meeting: 1) Approve the specifications for the Provision of Painting and Drywall Services and authorize the Purchasing Director to place a competitive bid; and 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums for clarifications if required after the bid is advertised.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A



**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/02/2022

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail Bids

**Additional instructions/notes:** N/A

**BID #WG22-45A SPECIFICATIONS**

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

**BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

**AWARD**

**It is the intent of the Commission to award this bid to one (1) bidder.**

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

**PROOF OF INSURANCE MUST BE INCLUDED WITH BID RESPONSE.**

Prices bid shall be firm for **one (1) calendar year**. Calendar year will begin on the date of full execution of the Contract.

Purchase Orders will be issued for the services.

**BIDDER QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

**“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”**

**LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

**CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

**COMPENSATION INSURANCE**

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

**CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000.00 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall

be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

**COUNTY’S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County’s protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

**HOLD HARMLESS PROVISION**

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county’s departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

**SUBCONTRACTOR’S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor’s Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

**CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

## **SCOPE OF SERVICES FOR THE PROVISION OF PAINTING AND DRYWALL SERVICES**

It is the intent of the Commission to award this bid to one (1) bidder.

**Bid Prices shall be an all-inclusive hourly rate for a 2-person crew that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.**

**In the event that a project involves surfaces that are higher than ground level and a man-lift is required, the man-lift shall be provided by Baldwin County for the vendor's use.**

### **ITEM 1 – PAINTING SERVICES**

The services encompassed in this bid under Item 1 – Painting Services, are to be utilized by Baldwin County on an as-needed basis. The scope of said services are as follows.

#### **General**

The services sought are the performance of interior and exterior painting of Baldwin County buildings (varying types of paint and surfaces) to include priming and/or one or more coats of paint, to be determined on a per project basis and in accordance with manufacturer's instructions.

#### **Materials Will be Provided by Baldwin County**

All paints and primers will be selected and provided by Baldwin County on a per project basis. Any paint and primer that remains after the completion of a project shall be retained by the County.

All other items that are required to complete a project, including but not limited to paint brushes, rollers, sprayers, tools, drop cloths, and tape shall be provided by the Contractor and shall be encompassed in the all-inclusive hourly labor rate bid. The Contractor shall be responsible for ensuring that the paint any other materials utilized for a project are mixed and/or prepared, stored, and used in accordance with the manufacturer's instructions.

#### **Safety Standards and Accident Prevention**

With respect to all work performed under this Contract, the Contractor shall:

- Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act).
- Exercise precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- Furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are considered incidental and are considered as part of the Contract.
- Keep work areas or sites free from the accumulation of excess debris at all times.

### **Scheduling and Duration**

Scheduling will be agreed upon by Baldwin County and the Contractor on a per project basis. Generally, all work is to be performed during regular business hours: 8:00 AM – 4:30 PM CST Monday – Friday, with the exception of Holidays.

Some projects may require more than one (1) working day to complete, whether due to the size of the project, the period of time that is required to elapse between primer and paint and/or between coats of paint in accordance with the manufacturer's instructions, or some combination of these factors. In the event that a project requires more than one (1) working day to complete, the Contractor should make every effort to ensure that the project reaches completion as quickly as possible, but should not in any event exceed the number of days stated in the quote provided for the applicable project.

### **Work Area Preparations**

The Contractor shall be responsible for ensuring that the area to be primed and/or painted is free of debris and is without defect prior to the commencement of priming and/or painting. If defect(s) are identified, the Contractor should report the unsuitable conditions to Baldwin County prior to the commencement of priming and/or painting. Beginning the work without reporting Contractor identified defects or otherwise unsuitable conditions to Baldwin County constitutes acceptance of the conditions by the Contractor. Any subsequent removal, repair, or replacement of the work as a result shall be performed by the Contractor at no additional cost to Baldwin County.

The Contractor shall also be responsible for properly protecting all areas and items surrounding the work area via removal, covering, or any other mechanism that is acceptable to both the Contractor and Baldwin County, including but not limited to floors, trim, fixtures, electrical plates, furnishings, and hardware. Any items that are removed by the Contractor shall be safely stored and re-installed upon completion of the priming and/or painting of the area. All drop cloths, plastic, tape and other mechanisms used to protect surrounding areas and items are also to be removed upon project completion.

### **Application**

Primer and/or paint shall be applied in accordance with the manufacturer's instructions. In any case, primer and/or paint shall be applied evenly, smoothly, and free from sags, runs, crawls or any other defect.

The method of paint application (e.g. roller, brush, spray) and the number of coats of primer and/or paint desired by Baldwin County will be specified on a per project basis.

### **Clean Up**

When departing a work area or site, whether upon completion of a project or completion of a workday, the Contractor shall leave the work area or site in a safe and clean condition and shall remove all equipment and material owned by the Contractor. No equipment or material may be stored on Baldwin County property, other than the primer and paint that will be provided by the County. Storage for said items will be arranged upon commencement of a project. The

Contractor is solely responsible for the security of all of his or her equipment, material and the premises during the performance of a project.

Upon completion of a project, the Contractor shall re-install any hardware, fixtures, etc. that were removed during his or her work, and should remove any drop cloths, tape, and other mechanisms that were used to protect surrounding areas and items. The Contractor shall also thoroughly clean the work area or site of any paint splatter, dust, etc. that occurred as a result of the project. Baldwin County will schedule a final walkthrough and inspection with the Contractor to ensure that the agreed upon work has been adequately performed and that the clean-up requirements have been met.

## **ITEM 2 – DRYWALL SERVICES**

The drywall services solicited in this bid under Item 2 – Drywall Services, are to be utilized by Baldwin County on an as-needed basis. The scope of said services are as follows.

### **General**

The services sought include the performance of drywall installation, replacement, minor repair, the patching of holes, scaling, sanding, texturizing, and any other activities required to adequately prepare the target surface to be primed and/or painted, in both newly constructed buildings and existing buildings.

### **Materials Will be Provided by Baldwin County**

All drywall material will be provided by Baldwin County on a per project basis. Any drywall material that remains after the completion of a project shall be retained by the County.

All other items that are required to complete a project, including but not limited to tools, tape, joint compounds, and sandpaper shall be provided by the Contractor and shall be encompassed in the all-inclusive hourly labor rate bid. The Contractor shall be responsible for ensuring that all materials utilized for a project are prepared and used in accordance with the manufacturer's instructions.

### **Safety Standards and Accident Prevention**

With respect to all work performed under this Contract, the Contractor shall:

- Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act).
- Exercise precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- Furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are considered incidental and are considered as part of the Contract.
- Keep work areas or sites free from the accumulation of excess debris at all times.

### **Scheduling and Duration**

Scheduling will be agreed upon by Baldwin County and the Contractor on a per project basis. Generally, all work is to be performed during regular business hours: 8:00 AM – 4:30 PM CST Monday – Friday, with the exception of Holidays.

In the event that a project requires more than one (1) working day to complete, the Contractor should make every effort to ensure that the project reaches completion as quickly as possible, but should not in any event exceed the number of days stated in the quote provided for the applicable project.

### **Work Area Preparations**

The Contractor shall be responsible for properly protecting all areas and items surrounding the area where drywall installation, replacement, repair and/or finishing services are to occur via removal, covering, or any other mechanism that is acceptable to both the Contractor and Baldwin County, including but not limited to floors, trim, fixtures, electrical plates, furnishings, and hardware. Any items that are removed by the Contractor shall be safely stored and re-installed upon completion of the priming and/or painting of the area. All drop cloths, plastic, tape and other mechanisms used to protect surrounding areas and items are also to be removed upon project completion.

### **Clean Up**

When departing a work area or site, whether upon completion of a project or completion of a workday, the Contractor shall leave the work area or site in a safe and clean condition and shall remove all equipment and material. No equipment or material may be stored on Baldwin County property. The Contractor is solely responsible for the security of all equipment, material and the premises during the performance of a project.

Upon completion of a project, the Contractor shall re-install any hardware, fixtures, etc. that were removed during his or her work, and should remove any drop cloths, tape, and other mechanisms that were used to protect surrounding areas and items. The Contractor shall also thoroughly clean the work area or site of any mud splatter, dust, etc. that occurred as a result of the project. Baldwin County will schedule a final walkthrough and inspection with the Contractor to ensure that the agreed upon work has been adequately performed and that the clean-up requirements have been met.



**BID #WG22-45A RESPONSE FORM**  
Provision of Painting and Drywall Services  
Page 1 of 2

Date: \_\_\_\_\_

Out of State  Yes or  No If yes, \_\_\_\_\_  
Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself  Yes or  No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature



State of Alabama )

County of Baldwin )

**CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called “COUNTY”) acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as “PROVIDER”).

**WITNESSETH:**

**Whereas,**

**Whereas,**

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG22-45A**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG22-45A named, Provision of Painting and Drywall Services for the Baldwin County Commission”.**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be \$\_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker’s Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer’s Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days’ notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such



insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

**XXVIII: Surety:** As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
JAMES E. BALL/                                  Date  
Chairman

\_\_\_\_\_  
RONALD J. CINK/                                  Date  
Budget Director

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

Insert Name

\_\_\_\_\_ / \_\_\_\_\_

By \_\_\_\_\_ / Date

Its \_\_\_\_\_

State of Alabama)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1281, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Revenue Commissioner, Teddy Faust, Jr.

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Competitive Bid #WG22-46 - Provision of Off-site Printing, Imaging and Mailing of Tax Notices for the Baldwin County Revenue Commissioner

### STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Peregrine Corporation**, for the Provision of Off-site Printing, Imaging and Mailing of Tax Notices per the attached Award Listing.

### BACKGROUND INFORMATION

**Background:** Bid was opened in the Purchasing Conference Room on July 21, 2022, at 1:30 P.M. One (1) bid was received. Staff recommends the Commission award the bid to Peregrine Corporation, as per the attached Award Listing.

### Previous Commission action/date:

06/21/2022 meeting: 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the Provision of Off-site Printing, Imaging and Mailing of Tax Notices for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums for clarifications if required after the bid is advertised.

### FINANCIAL IMPACT

**Total cost of recommendation:** Approximately \$158,000.00

**Budget line item(s) to be used:** 51600 & 51810

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

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N/A

Reviewed/approved by: N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

..  
Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: 08/02/2022

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):  
Letter to Bidder

Additional instructions/notes: N/A

**COMPETITIVE BID #WG22-46 Award Listing**  
**Off Site Printing, Imaging & Mailing of Tax Notices**  
**Effective August 2, 2022 through August 2, 2023**

<b>BIDDERS</b>	<b>Peregrine Corporation</b>
<b>ITEMS</b>	
Appraisal Notices: Approx. 40,000 to 150,000	\$0.081 each
Property Tax Bills: Approx. 150,000	\$0.105 each
Delinquent Tax Bills: Approx. 12,000	\$0.09 each
Tax Lien Notificatons: Approx. 500 (Certified Mail Return)	\$0.90 each
Homestead/Disability Exemption Renewal Approx. 6,500	\$0.105 each
Business Personal Property Return Notices Notices - Approx. 22,000	\$0.081 each
Portable hard drive back-up for mailings >100,000; flash drive backup on smaller mailings	No charge
<b>TOTAL FOR 341,000:</b>	<b>\$27,845.00</b>



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1277, **Version:** 1

**Item #:** BE5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Junius Long, Building Facilities Coordinator / Matt Yonge, H. M. Yonge & Associates, Inc.

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG22-48 - Plumbing System Upgrades in the Baldwin County Courthouse Located in Bay Minette, Alabama for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award Bid #WG22-48 - Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette to **HLH Construction Services, Inc., in the bid amount of \$319,751.00; Completion time: 210 days** and authorize the Chairman to execute the Contract.

### **BACKGROUND INFORMATION**

**Background:** Bid was opened in the Purchasing Conference Room on July 20, 2022, at 2:00 P.M. One (1) bid was received. The bid was received from HLH Construction Services, Inc., in the bid amount of \$319,751.00. The Commission budgeted in FY22 \$250,000.00 for this project. The remaining \$69,751.00 needed for this project will be funded from General Fund Contingency.

### **Previous Commission action/date:**

06/21/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

06/15/2021 meeting: Rejected the bid received for the Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette because the bid amount exceeded the anticipated cost for this project and staff will request permission to rebid the project at a later date.

04/20/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$319,751.00

**Budget line item(s) to be used:** 10051995.55240 - \$250,000.00 & General Fund Contingency - \$69,751.00

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Standard County Construction Contract

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/02/2022

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Letter to Bidder

**Additional instructions/notes:** N/A



## COMPETITIVE BID #WG22-48 - Award Listing

Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette

<b>BIDDER:</b>	<b>HLH Construction Services, Inc.</b>	
Amount Bid:		<b>\$319,751.00</b>
Completion Time:	<b>210 days</b>	
Bid Bond:	Yes	

State of Alabama )

County of Baldwin )

## CONTRACT FOR CONSTRUCTION SERVICES

This Contract for **Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and HLH Construction Services, Inc., (hereinafter referred to as "PROVIDER").

### WITNESSETH:

**Whereas**, at its regular meeting on June 21, 2022, the COUNTY authorized staff to solicit bids for the Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama; and

**Whereas**, PROVIDER presented a bid to the COUNTY, and therefore, COUNTY wishes to retain PROVIDER to provide those services hereinafter set out under the following terms and conditions.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: HLH Construction Services, Inc.
  
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations. For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in

any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: HLH Construction Services, Inc.  
10296 County Road 95  
Elberta, AL 36530  
ATTN: Greg Harrelson

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG22-48**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG22-48 – Plumbing System Upgrades to the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission.”**

PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

- A. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- B. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

- XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid **\$319,751.00**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **two hundred ten (210) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker’s Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer’s Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days’ notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this

Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

XXVIII. Surety: As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXIX. Title 39/Code of Alabama Compliance. As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or



entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975.

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of AL 1975.

XXX. The public works project which is the subject of this invitation to bid is 100% funded by the Baldwin County Commission.

**NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.**

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

\_\_\_\_\_  
RONALD J. CINK /Date  
Budget Director

**SIGNATURE & NOTARY PAGE TO FOLLOW**

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_ Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**PROVIDER:**

**HLH Construction Services, Inc.**

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_ Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of HLH Construction Service, Inc., whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said HLH Construction Services, Inc.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires

# GULF COAST MEDIA RECEIVED

PO Box 1677 • Sumter, SC 29150  
GulfCoastMedia.com

JUL 11 2022

The Courier, The Islander  
The Onlooker & The Baldwin Times  
Office: 251-943-2151 • Legals: 251-345-6805 Accounting/R. Ber...

## PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

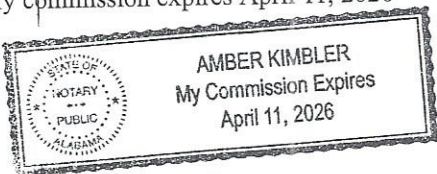
06/24/2022, 07/01/2022, 07/08/2022

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry  
April M. Perry, Legal Ad Representative

X Amber Kimbler  
Amber Kimbler, Notary Public  
Baldwin County, Alabama  
My commission expires April 11, 2026



Sworn and subscribed to on 07/08/2022.

BALDWIN COUNTY COMMISSION - LEGA  
Acct#: 984131  
Ad#: 337551  
BID #WG22-48  
Amount of Ad: \$285.80  
Legal File# BID #WG22-48

### INVITATION TO BID

STATE OF ALABAMA  
COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on July 20, 2022 at 1:30 P.M., for Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission. Bids will be opened July 20, 2022 at 2:00 P.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the July 20, 2022 at 1:30 P.M., deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

### PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the Baldwin County Purchasing Department located at 257 Hand Avenue, Bay Minette, AL., on Wednesday, July 13, 2022, at 2:00 P.M. ALL INTERESTED BIDDERS MUST ATTEND. Contractors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.

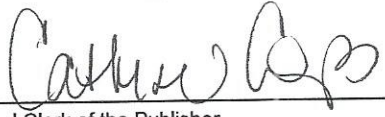
Bid packages can be obtained from the website [www.baldwincountyal.gov](http://www.baldwincountyal.gov) or Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Loren Lucas (251) 580-2567, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG22-48.

June 24; July 1-8, 2022

State of Alabama,) ss  
County of Mobile)


Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that Press Register is a public newspaper published in the city of Mobile, with general circulation in Mobile County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

**Press Register 06/24, 07/01, 07/08/2022**



Principal Clerk of the Publisher

Sworn to and subscribed before me this 8th day of July 2022



Notary Public



INVITATION TO BID  
STATE OF ALABAMA  
COUNTY OF BALDWIN  
NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on July 20, 2022 at 1:30 P.M., for Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission. Bids will be opened July 20, 2022 at 2:00 P.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the July 20, 2022 at 1:30 P.M., deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.  
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PRESS REGISTER  
June 24, July 1, 8, 2022



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1242, **Version:** 1

**Item #:** BE6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Junius Long, Building Facilities Coordinator

**Submitted by:** Wanda Gautney, Purchasing Director / Junius Long, Building Facilities Coordinator

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### ITEM TITLE

Competitive Bid #WG22-49 - Provision of Pest Control for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Guardian Pest Services, Inc., d/b/a Knox Pest Control** for the Provision of Pest Control Services as per the attached Award Listing.

### BACKGROUND INFORMATION

**Background:** Bids were opened in the Purchasing Conference Room on July 11, 2022, at 2:00 P.M. Five (5) bids were received. Staff recommends the Commission award the bid to the lowest bidder, Guardian Pest Services, Inc., d/b/a Knox Pest Control as per the attached Award Listing. Bid Tabulation attached.

### **Previous Commission action/date:**

06/21/2022 meeting: 1) Approved the specifications for the Provision of Pest Control Services and authorized the Purchasing Director to place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commission for the Baldwin County Commission to approve any necessary addendums for clarifications if required after the bid is advertised.

### FINANCIAL IMPACT

**Total cost of recommendation:** Variable

**Budget line item(s) to be used:** Various Department Budgets

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

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Reviewed/approved by: N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

..  
Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: 08/02/2022

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):  
Letter to Bidders

Additional instructions/notes: N/A

## Competitive Bid #WG22-49 Award Listing

### Provision of Pest Control Services

Effective Date: August 2, 2022 through August 2, 2024

All building listed shall be treated monthly and quarterly as designated with no charge follow-up.

M-denotes Monthly treatment and Q denotes quarterly treatments.

Bay Minette	Service	Knox Pest
		Control
		Amount
1 Courthouse Sq Bay Minette Courthouse	Q	\$38.00
322 Courthouse Sq Bay Minette Admin Bldg	Q	\$33.00
312 Courthouse Sq Bay Minette Annex Bldg I (JPO)	Q	\$33.00
175 Courthouse Sq Bay Minette Annex Bldg II (CIS)	Q	\$28.00
257 Hand Ave Bay Minette Annex Bldg III (Budget/Purchasing)	Q	\$33.00
105 W. 3rd St Annex Bldg IV (CIS)	Q	\$33.00
1705 S Hwy 31 Bay Minette Annex Bldg V (Revenue Comm)	Q	\$38.00
212 Courthouse Sq Bay Minette Annex Bldg VI (Health and Community Corrections)	Q	\$98.00
2600A N. Hand Ave Bay Minette Board of Education (2 bldgs)	Q	\$43.00
220 Courthouse Sq Judge of Probate	Q	\$23.00
320 N. Hoyle Ave., Baldwin County Sheriff's Office	Q	\$23.00
200 Hand Ave Baldwin County Correction Center (All Bldgs)	M	\$165.00
210 W. Railroad St Baldwin County Sheriff Maint Shop	Q	\$28.00
1400 Moran Rd Baldwin County Sheriff's Garage	Q	\$23.00
305 E 2nd St Baldwin County Archives Bldg	Q	\$23.00
324 Courthouse Sq Symbol Clinic	Q	\$23.00
302 Byrne St Bldg	Q	\$33.00
8700 Live Oak Rd, Bay Minette, AL - Live Oak Landing Park	Q	\$33.00
55810 Canaan Rd Vaughn Center (Stockton)	Q	\$28.00
70170 Ralph Gannt Rd, Little River, AL - Little River Sail Center	Q	\$33.00
51233 Highway 225 (Bicentennial Park)	Q	\$31.00
107 South St Bay Minette Maintenance Bldg	Q	\$22.00
203 Dickman Rd Voting Machine Building	Q	\$18.00
203 Dickman Rd Bay Minette Highway Dept	Q	\$28.00
43405 Nicholville Rd Juvenile Detention Center	M	\$44.00
43205 Nicholville Rd Transfer Station	M	\$18.00
15950 Mosley Rd Mill Creek Training Ctr (Sheriff)	Q	\$28.00
207 N White Ave Baldwin Counter Level II Shelter	Q	\$24.00
101 Hand Ave District Attorney's Office	Q	\$40.00
104 E 5th St BRATS Annex Bldg	Q	\$24.00
203 Oak St Legislative Delegation/Planning and Zoning Building (3 offices)	Q	\$29.00
111 E 4th St Baldwin County Sheriff's Support Services	Q	\$25.00
119 W. 2nd St Board of Registrars	Q	\$28.00
1016 Moran Road, Sheriff Storage Bldg.	Q	\$25.00

## Competitive Bid #WG22-49 Award Listing

### Provision of Pest Control Services

Effective Date: August 2, 2022 through August 2, 2024

All building listed shall be treated monthly and quarterly as designated with no charge follow-up.

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	Service	Knox Pest
		Control
Loxley	Service	Amount
26941 McBride Road, McBride C&D Landfill	Q	\$25.00
14771 Longview Drive Loxley SAIL Center	Q	\$25.00

Robertsdale	Service	Amount
18100 County Rd 54 BRATS	Q	\$25.00
18126 County Rd 54 Robertsdale Sheriff's Office	Q	\$25.00
18126 County Rd 54 Robertsdale Sheriff's Storage Facility	Q	\$21.00
18185 Raymond Fell Dr Sheriffs Quarter Master Bldg. & Maintenance Shop	Q	\$24.00
18155 Raymond Fell Dr Sheriffs Fort Stewart Facility	Q	\$40.00
18126B County Rd 54 Baldwin County Coroner's Office	Q	\$24.00
23100 McAuliffe St Emergency Management Agency (3 bldgs)	Q	\$49.00
23130 McAuliffe Drive - Old E-911 Revenue Appraisers Office	Q	\$25.00
22251 Palmer St Robertsdale Central Annex	Q	\$25.00
22251 Palmer St. Robertsdale Central Annex Solid Waste Drive thru shack	Q	\$24.00
22070 Hwy 59 S Robertsdale Central Annex II	Q	\$45.00
23280 Gilbert Dr. Health Department	Q	\$22.00

Fairhope	Service	Amount
1100 Fairhope Ave Fairhope Courthouse	Q	\$39.00
918 Fairhope Ave Brats HUB	Q	\$45.00
20555 Bishop Rd Fairhope CRO/State Probation	Q	\$29.00
20531 BISHOP RD - House	Q	\$21.00

**TOTALS** **\$134.00**

Silverhill	Service	Amount
15605 Silverhill Ave., Silverhill Hwy Dept (All Bldgs)	Q	\$40.00
22230 West Blvd Silverhill Hwy Construction Bldg/Parks Dept.	Q	\$25.00

Summerdale	Service	Amount
15093 Landfill Drive, Summerdale, AL - Administration Building	M	\$30.00
15152 Landfill Drive, Summerdale, AL - Maintenance Shop	M	\$20.00
15118 Landfill Drive, Summerdale, AL - Wash Bay	M	\$20.00



## Competitive Bid #WG22-49 Award Listing

### Provision of Pest Control Services

Effective Date: August 2, 2022 through August 2, 2024

All building listed shall be treated monthly and quarterly as designated with no charge follow-up.

M-denotes Monthly treatment and Q denotes quarterly treatments.

		<b>Knox Pest Control</b>
15186 Landfill Drive, Summerdale, AL - Residential Garbage Collection	M	\$20.00
15297 Landfill Drive, Summerdale, AL - Scale House	M	\$20.00
15609 Landfill Loop, Summerdale, AL - Recycle Building	M	\$20.00
15725 Landfill Loop, Summerdale, AL - Bio Solids Building	M	\$20.00
15240 County Rd 49 Animal Shelter @ Magnolia Landfill	Q	\$35.00

<b>Elberta</b>	<b>Service</b>	<b>Amount</b>
17917 C.C. Road, Elberta, AL Eastfork Landfill	M	\$25.00
<b>TOTALS</b>		<b>\$25.00</b>

<b>Foley</b>	<b>Service</b>	<b>Amount</b>
20764 County Road 24 Foley Highway Dept	Q	\$20.00
201 E. Section Ave Foley Courthouse	Q	\$34.00
201 E. Section Ave Foley Building Maintenance Bldg	Q	\$20.00
1013 N. Juniper St Foley Building Maintenance Dept	Q	\$20.00

Rat Bait Station Services	M	\$24.00
Snake Bait Station Services	M	\$24.00

**BID #WG22-49 Bid Tabulation**

**Provision of Pest Control Services**

All building listed shall be treated monthly and quarterly as designated with no charge follow-up.

**M**-denotes Monthly treatment and **Q** denotes quarterly treatments.

		Orkin Pest	Bay Pest	Knox Pest	Bama Pest	CB Cherry
		Control	Control	Control	Control	Pest Control
Bay Minette	Service	Amount	Amount	Amount	Amount	Amount
1 Courthouse Sq Bay Minette Courthouse	Q	\$175.00	\$87.50	\$38.00	\$204.75	\$733.00
322 Courthouse Sq Bay Minette Admin Bldg	Q	\$75.00	\$32.50	\$33.00	\$204.75	\$733.00
312 Courthouse Sq Bay Minette Annex Bldg I (JPO)	Q	\$75.00	\$32.50	\$33.00	\$204.75	\$733.00
175 Courthouse Sq Bay Minette Annex Bldg II (CIS)	Q	\$75.00	\$27.50	\$28.00	\$204.75	\$733.00
257 Hand Ave Bay Minette Annex Bldg III (Budget/Purchasing)	Q	\$75.00	\$32.50	\$33.00	\$204.75	\$733.00
105 W. 3rd St Annex Bldg IV (CIS)	Q	\$75.00	\$32.50	\$33.00	\$204.75	\$733.00
1705 S Hwy 31 Bay Minette Annex Bldg V (Revenue Comm)	Q	\$95.00	\$37.50	\$38.00	\$204.75	\$733.00
212 Courthouse Sq Bay Minette Annex Bldg VI (Health and Community Corrections)	Q	\$85.00	\$97.50	\$98.00	\$204.75	\$733.00
2600A N. Hand Ave Bay Minette Board of Education (2 bldgs)	Q	\$85.00	\$42.50	\$43.00	\$204.75	\$1,466.00
220 Courthouse Sq Judge of Probate	Q	\$75.00	\$22.50	\$23.00	\$204.75	\$733.00
320 N. Hoyle Ave., Baldwin County Sheriff's Office	Q	\$85.00	\$32.50	\$23.00	\$204.75	\$733.00
200 Hand Ave Baldwin County Correction Center (All Bldgs)	M	\$750.00	\$184.50	\$165.00	\$68.25	\$3,662.28
210 W. Railroad St Baldwin County Sheriff Maint Shop	Q	\$55.00	\$28.00	\$28.00	\$204.75	\$733.00
1400 Moran Rd Baldwin County Sheriff's Garage	Q	\$55.00	\$22.50	\$23.00	\$204.75	\$733.00
305 E 2nd St Baldwin County Archives Bldg	Q	\$75.00	\$22.50	\$23.00	\$204.75	\$733.00
324 Courthouse Sq Symbol Clinic	Q	\$75.00	\$22.50	\$23.00	\$204.75	\$733.00
302 Byrne St Bldg	Q	\$75.00	\$32.50	\$33.00	\$204.75	\$733.00
8700 Live Oak Rd, Bay Minette, AL - Live Oak Landing Park	Q	\$75.00	\$22.50	\$33.00	\$204.75	\$733.00
55810 Canaan Rd Vaughn Center (Stockton)	Q	\$55.00	\$27.50	\$28.00	\$204.75	\$733.00
70170 Ralph Gannt Rd, Little River, AL - Little River Sail Center	Q	\$55.00	\$27.50	\$33.00	\$204.75	\$733.00
51233 Highway 225 (Bicentennial Park)	Q	\$175.00	\$30.50	\$31.00	\$204.75	\$733.00
107 South St Bay Minette Maintenance Bldg	Q	\$55.00	\$11.50	\$22.00	\$204.75	\$733.00
203 Dickman Rd Voting Machine Building	Q	\$55.00	\$17.50	\$18.00	\$204.75	\$733.00
203 Dickman Rd Bay Minette Highway Dept	Q	\$85.00	\$27.50	\$28.00	\$204.75	\$733.00
43405 Nicholsville Rd Juvenile Detention Center	M	\$350.00	\$43.50	\$44.00	\$68.25	\$1,465.20
43205 Nicholsville Rd Transfer Station	M	\$55.00	\$17.50	\$18.00	\$68.25	\$733.00
15950 Mosley Rd Mill Creek Training Ctr (Sheriff)	Q	\$75.00	\$26.50	\$28.00	\$204.75	\$733.00
207 N White Ave Baldwin Counter Level II Shelter	Q	\$75.00	\$22.50	\$24.00	\$204.75	\$733.00
101 Hand Ave District Attorney's Office	Q	\$75.00	\$37.50	\$40.00	\$204.75	\$733.00
104 E 5th St BRATS Annex Bldg	Q	\$75.00	\$22.50	\$24.00	\$204.75	\$733.00
203 Oak St Legislative Delegation/Planning and Zoning Building (3 offices)	Q	\$85.00	\$27.50	\$29.00	\$204.75	\$733.00
111 E 4th St Baldwin County Sheriff's Support Services	Q	\$75.00	\$22.50	\$25.00	\$204.75	\$733.00
119 W. 2nd St Board of Registrars	Q	\$75.00	\$28.00	\$28.00	\$204.75	\$733.00
1016 Moran Road, Sheriff Storage Bldg.	Q	\$55.00	\$22.50	\$25.00	\$204.75	\$733.00
<b>TOTALS</b>		<b>\$3,555.00</b>	<b>\$1,202.50</b>	<b>\$1,171.00</b>	<b>\$6,347.25</b>	<b>\$29,316.48</b>

Loxley	Service	Amount	Amount	Amount	Amount	Amount
26941 McBride Road, McBride C&D Landfill	Q	\$55.00	\$17.50	\$25.00	\$204.75	\$733.00
14771 Longview Drive Loxley SAIL Center	Q	\$55.00	\$27.50	\$25.00	\$204.75	\$733.00
<b>TOTALS</b>		<b>\$110.00</b>	<b>\$45.00</b>	<b>\$50.00</b>	<b>\$409.50</b>	<b>\$1,466.00</b>

Robertsdale	Service	Amount	Amount	Amount	Amount	Amount
18100 County Rd 54 BRATS	Q	\$75.00	\$22.50	\$25.00	\$204.75	\$733.00
18126 County Rd 54 Robertsdale Sheriff's Office	Q	\$75.00	\$22.50	\$25.00	\$204.75	\$733.00
18126 County Rd 54 Robertsdale Sheriff's Storage Facility	Q	\$75.00	\$18.50	\$21.00	\$204.75	\$733.00
18185 Raymond Fell Dr Sheriffs Quarter Master Bldg. & Maintenance Shop	Q	\$75.00	\$22.50	\$24.00	\$204.75	\$733.00
18155 Raymond Fell Dr Sheriffs Fort Stewart Facility	Q	\$75.00	\$38.50	\$40.00	\$204.75	\$733.00
18126B County Rd 54 Baldwin County Coroner's Office	Q	\$75.00	\$22.50	\$24.00	\$204.75	\$733.00
23100 McAuliffe St Emergency Management Agency (3 bldgs)	Q	\$175.00	\$47.50	\$49.00	\$204.75	\$733.00
23130 McAuliffe Drive - Old E-911 Revenue Appraisers Office	Q	\$55.00	\$37.50	\$25.00	\$204.75	\$733.00
22251 Palmer St Robertsdale Central Annex	Q	\$150.00	\$22.50	\$25.00	\$204.75	\$733.00
22251 Palmer St. Robertsdale Central Annex Solid Waste Drive thru shack	Q	\$55.00	\$17.50	\$24.00	\$204.75	\$733.00
22070 Hwy 59 S Robertsdale Central Annex II	Q	\$55.00	\$42.50	\$45.00	\$204.75	\$733.00
23280 Gilbert Dr. Health Department	Q	\$75.00	\$19.50	\$22.00	\$204.75	\$733.00
<b>TOTALS</b>		<b>\$1,015.00</b>	<b>\$334.00</b>	<b>\$349.00</b>	<b>\$2,457.00</b>	<b>\$8,796.00</b>

Fairhope	Service	Amount	Amount	Amount	Amount	Amount
1100 Fairhope Ave Fairhope Courthouse	Q	\$125.00	\$37.50	\$39.00	\$204.75	\$733.00
918 Fairhope Ave Brats HUB	Q	\$75.00	\$43.50	\$45.00	\$204.75	\$733.00
20555 Bishop Rd Fairhope CRO/State Probation	Q	\$75.00	\$27.50	\$29.00	\$204.75	\$733.00
20531 BISHOP RD - House	Q	\$55.00	\$17.50	\$21.00	\$204.75	\$733.00
<b>TOTALS</b>		<b>\$330.00</b>	<b>\$126.00</b>	<b>\$134.00</b>	<b>\$819.00</b>	<b>\$2,932.00</b>

Silverhill	Service	Amount	Amount	Amount	Amount	Amount
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**BID #WG22-49 Bid Tabulation**

**Provision of Pest Control Services**

All building listed shall be treated monthly and quarterly as designated with no charge follow-up.

**M**-denotes Monthly treatment and **Q** denotes quarterly treatments.

		Orkin Pest	Bay Pest	Knox Pest	Bama Pest	CB Cherry
		Control	Control	Control	Control	Pest Control
15605 Silverhill Ave., Silverhill Hwy Dept (All Bldgs)	Q	\$75.00	\$37.50	\$40.00	\$204.75	\$733.00
22230 West Blvd Silverhill Hwy Construction Bldg/Parks Dept.	Q	\$75.00	\$38.50	\$25.00	\$204.75	\$733.00
<b>TOTALS</b>		<b>\$150.00</b>	<b>\$76.00</b>	<b>\$65.00</b>	<b>\$409.50</b>	<b>\$1,466.00</b>

Summerdale	Service	Amount	Amount	Amount	Amount	Amount
15093 Landfill Drive, Summerdale, AL - Administration Building	M	\$75.00	\$47.50	\$30.00	\$68.25	\$733.00
15152 Landfill Drive, Summerdale, AL - Maintenance Shop	M	\$55.00	\$32.50	\$20.00	\$68.25	\$733.00
15118 Landfill Drive, Summerdale, AL - Wash Bay	M	\$55.00	\$22.50	\$20.00	\$68.25	\$733.00
15186 Landfill Drive, Summerdale, AL - Residential Garbage Collection	M	\$55.00	\$32.50	\$20.00	\$68.25	\$733.00
15297 Landfill Drive, Summerdale, AL - Scale House	M	\$55.00	\$17.50	\$20.00	\$68.25	\$733.00
15609 Landfill Loop, Summerdale, AL - Recycle Building	M	\$55.00	\$22.50	\$20.00	\$68.25	\$733.00
15725 Landfill Loop, Summerdale, AL - Bio Solids Building	M	\$75.00	\$22.50	\$20.00	\$68.25	\$733.00
15240 County Rd 49 Animal Shelter @ Magnolia Landfill	Q	\$95.00	\$53.50	\$35.00	\$204.75	\$733.00
<b>TOTALS</b>		<b>\$520.00</b>	<b>\$251.00</b>	<b>\$185.00</b>	<b>\$682.50</b>	<b>\$5,864.00</b>

Elberta	Service	Amount	Amount	Amount	Amount	Amount
17917 C.C. Road, Elberta, AL Eastfork Landfill	M	\$55.00	\$27.50	\$25.00	\$68.25	\$733.00
<b>TOTALS</b>		<b>\$55.00</b>	<b>\$27.50</b>	<b>\$25.00</b>	<b>\$68.25</b>	<b>\$733.00</b>

Foley	Service	Amount	Amount	Amount	Amount	Amount
20764 County Road 24 Foley Highway Dept	Q	\$75.00	\$17.50	\$20.00	\$204.75	\$733.00
201 E. Section Ave Foley Courthouse	Q	\$125.00	\$32.50	\$34.00	\$204.75	\$733.00
201 E. Section Ave Foley Building Maintenance Bldg	Q	\$75.00	\$17.50	\$20.00	\$204.75	\$733.00
1013 N. Juniper St Foley Building Maintenance Dept	Q	\$75.00	\$17.50	\$20.00	\$204.75	\$733.00
<b>TOTALS</b>		<b>\$350.00</b>	<b>\$85.00</b>	<b>\$94.00</b>	<b>\$819.00</b>	<b>\$2,932.00</b>

Rat Bait Station Services	M	\$3.00	\$2.00	\$24.00	\$68.25	\$35.00
Snake Bait Station Services	M	No Bid	\$2.00	\$24.00	\$68.25	\$35.00
<b>TOTALS</b>		<b>\$3.00</b>	<b>\$4.00</b>	<b>\$48.00</b>	<b>\$136.50</b>	<b>\$70.00</b>

Notes: Bay Pest Control bids Rat Bait Stations and Snake Bait Stations bid is \$2.00 per box per month.  
CB Cherry Pest Control Corp - Bedbug treatment \$20.00 per unit not included to the total quote price.

**Exception:**

**Orkin Pest Control** - With exception to snakes for which Orkin is not licensed by the State of Alabama, Orkin scope of Pest Control Services satisfies and complies with the Baldwin County's expectations.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1265, **Version:** 1

**Item #:** BE7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Frank Lundy, Maintenance Engineer

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG22-50 - Annual Sand Removal, Sifting and Disposition of Sand from County Right-of-ways onto the Beach on Fort Morgan Peninsula for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the bid to **Greenco Services, LLC**, as per the attached Award Listing for the Annual Sand Removal, Sifting and Disposition of sand from County Right-of-ways onto the Beach on the Fort Morgan Peninsula and authorize the Chairman to execute the Contract. (Effective date of Contract begins on the same date as its full execution for twenty-four (24) months with a twelve (12) month renewal option).

### **BACKGROUND INFORMATION**

**Background:** Bids were opened in the Purchasing Conference Room on July 15, 2022, at 1:30 P.M. Three (3) bids were received. The lowest bid was received from Greenco Services, LLC, as per the attached Award Listing. This bid will be for a two (2) year period with the option for a twelve (12) month extension. Staff recommends the Commission award the bid to lowest bidder, Greenco Services, LLC, and authorize the Chairman to execute the Contract. Bid Tabulation attached for review.

### **Previous Commission action/date:**

06/21/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Annual Sand Removal, Sifting and Disposition of Sand from County Right-of-ways onto the Beach on the Fort Morgan Peninsula; and 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Unknown

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**Budget line item(s) to be used:** Emergency Reserve/FEMA Reimbursed in a Declared Emergency

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Standard County Contract

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/02/2022

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Letter to Bidders

**Additional instructions/notes:** N/A

**COMPETITIVE BID #WG22-50 Award Listing**  
**Annual Sand Removal/Sifting/and Disposition**  
**Effective August 2, 2022 through August 2, 2024**

<b>Item</b>	<b>Description of Service</b>		<b>Greenco Services, LLC</b>
		<b>Unit</b>	<b>Unit Cost</b>
1	Base Bid #1	cy	<b>\$12.00</b>
2	Base Bid #2	cy	<b>\$16.30</b>
3	Base Bid #3	ton	<b>\$89.75</b>
4	Base Bid #4	ton	<b>\$98.75</b>
5	Base Bid #5	ton	<b>\$118.75</b>
6	Base Bid #6	each	<b>\$1,000.00</b>

**COMPETITIVE BID #WG22-50 Bid Tabulation**  
**Annual Sand Removal/Sifting/and Disposition**

Item	Description of Service		CrowderGulf, LLC	Greenco Services, LLC	DRC Emergency Services, LLC
		Unit	Unit Cost	Unit Cost	Unit Cost
1	Base Bid #1	cy	\$19.60	\$12.00	\$14.86
2	Base Bid #2	cy	\$21.50	\$16.30	\$23.88
3	Base Bid #3	ton	\$115.00	\$89.75	\$62.68
4	Base Bid #4	ton	\$115.00	\$98.75	\$62.68
5	Base Bid #5	ton	\$125.00	\$118.75	\$78.68
6	Base Bid #6	each	\$2,500.00	\$1,000.00	\$4,850.00
Bid Bond:			Yes	Yes	Yes

State of Alabama     )  
County of Baldwin    )

**CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

This **Contract for Professional and Construction Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and **Greenco Services, LLC**, hereinafter referred to as "CONTRACTOR").

The bid specifications are fully set forth as part of this contract.

**WITNESSETH:**

**Whereas**, the Baldwin County Commission recognizes that during tropical storms, hurricanes and other coastal flooding events, the roadways along the Fort Morgan Peninsula become covered with water; and

**Whereas**, this flooding allows natural sand material and other debris to be deposited on Baldwin County Right-of-Ways and County owned public lands; and

**Whereas**, this deposition of sand on Baldwin County Right-of-Ways and County owned Public lands causes safety problems for the residents of Baldwin County as well as the traveling public; and

**Whereas**, the Baldwin County Commission has authorized staff to solicit bids for an Annual Bid for the removal of sand from the Baldwin County Right-of-Ways and County owned public lands, clean the sand, and deposit the sand on the beach and back on Baldwin County Right-of-Ways.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, CONTRACTOR and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama
  - B. COMMISSION: Baldwin County Commission
  - C. CONTRACTOR: Greenco Services, LLC
  - D. DELETERIOUS MATERIAL: Material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials.



- E. OBJECTIONABLE OBJECTS: Any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials.
- II. Obligations Generally. The COUNTY hereby retains, and the CONTRACTOR agrees to perform for the COUNTY, those construction services as hereinafter set forth. This document shall serve as the binding contract for the services of CONTRACTOR. CONTRACTOR shall be on standby upon full execution of this Contract. CONTRACTOR shall immediately commence performance of the services outlined herein upon issuance of a Notice to Proceed by the Baldwin County Commission or County Engineer as directed by the Baldwin County Commission. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the CONTRACTOR represents and warrants to the COUNTY that it and any and all agents, assigns and subcontractors retained by it to perform work required by this contract possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. CONTRACTOR represents and warrants that CONTRACTOR is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that CONTRACTOR shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. CONTRACTOR shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. CONTRACTOR acknowledges that it is an independent contractor, and CONTRACTOR shall at all times remain as such in performing the services under this Contract. CONTRACTOR is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that CONTRACTOR shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and

methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. CONTRACTOR is not entitled to unemployment insurance benefits, and CONTRACTOR is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

- IX. No Agency Created. It is neither the express nor the implied intent of CONTRACTOR or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the CONTRACTOR does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by CONTRACTOR as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by CONTRACTOR without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. CONTRACTOR shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

CONTRACTOR: Greenco Services, LLC  
11241 Access Drive  
Foley, AL 36535  
ATTN: Christian Mills

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

**XVI.** Services to be Rendered. CONTRACTOR is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of **Competitive Bid #WG22-50**, the same being expressly incorporated herein by reference, and without limitations will encompass:

- 1) Removal of **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer. Objectionable objects are defined as any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials.
- 2) Removal of **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. Deleterious material is defined as material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation
- 3) Disposal of all deleterious materials removed from said sand by the sifting

operation, at a Baldwin County Solid Waste facility. The CONTRACTOR will be responsible for the payment of all applicable tipping fees.

- 4) Disposal of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR will be responsible for the payment of all applicable tipping fees.
- 5) Repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.
- 6) Installation of an inspection tower meeting all OSHA regulations shall be erected by the contractor and paid for under appropriate line item, if required by the County. The platform shall be large enough for 3 inspectors and tall enough to adequately see inside the bed of trucks.

The CONTRACTOR is required to remove all excess sand on all Baldwin County Rights-of-Ways and County owned public Lands, INCLUDING SAND THAT IS MIXED WITH C&D (CONSTRUCTION AND DEMOLITION) AND VEGETATIVE DEBRIS.

If the existing rights-of-ways or county owned public land in the Ft. Morgan are not adequate to perform the sifting operation, it is the responsibility of the CONTRACTOR to acquire temporary right-of-entry permission to use other private property for this operation.

In addition, all Baldwin County rights-of-ways, and County owned public land, must be restored to be relatively uniform manner and to allow safe vehicular travel as determined by the Baldwin County Engineer.

Any large amounts of aggregate materials (crushed limestone base, asphalt, etc) separated from sifting operations will be loaded by CONTRACTOR and hauled and spread on County rights-of-ways as directed by the Baldwin County Engineer.

All work is to be completed by the Contractor as efficiently and effectively as possible and under the direction of the Baldwin County Highway Department, with concurrence by the U.S. Fish and Wildlife Service, State Lands and CORPs of Engineers. The Contractor shall employ enough forces and equipment to complete the project in a timely manner within the agreed time frame.

CONTRACTOR will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, CONTRACTOR will meet with COUNTY as needed or requested.

CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

CONTRACTOR represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY, by and through its County Engineer, shall provide reasonable notice to CONTRACTOR whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of CONTRACTOR's services hereunder or any defect or nonconformance in the work of CONTRACTOR.

B. The COUNTY shall pay to CONTRACTOR the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, and with or without hearing, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, CONTRACTOR shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay CONTRACTOR for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the CONTRACTOR shall be the full compensation for all work performed by CONTRACTOR under this Contract. Any and all additional expenditures or expenses of CONTRACTOR, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by CONTRACTOR or paid by COUNTY.

**XX. Direct Expenses.** Compensation to CONTRACTOR for work shall be paid per "ATTACHMENT A". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

**XXI. Method of Payment.** CONTRACTOR shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid CONTRACTOR.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the CONTRACTOR. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

- XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon both the expiration of twenty-four (24) months or upon a written notification thereof received by either party within the required thirty (30) day period. This Contract may be extended for up one (1) additional twelve (12) month period, with the written consent of both parties. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions, herein.
- XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification.** Contractor shall indemnify, defend and hold the County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to the provision of services hereunder, or any act or omission, by CONTRACTOR. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXV. Number of Originals.** This Contract shall be executed with three originals, each of which are equally valid as an original.
- XXVI. Governing Law.** This Contract in all respects, including without limitation its formation, validity, construction, enforceability, and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting

the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination, or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL, Chairman / Date

\_\_\_\_\_/\_\_\_\_\_  
RONALD J. CINK, /Date

**NOTARY AND SIGNATURE PAGE TO FOLLOW**

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officer and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires

CONTRACTOR:

***Greenco Services, LLC***

\_\_\_\_\_  
By \_\_\_\_\_ /Date  
Its \_\_\_\_\_

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of Greenco Services, LLC, is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she executed the same voluntarily on the day the same bears date for and as an act of said Greenco Services, LLC.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires



**III. PROPOSAL FOR BID ANNUAL SAND REMOVAL/SIFTING/ DEPOSITION - FORT MORGAN PENINSULA, BID #WG22-50**

Date: 7/15/22

Proposal of Greenco Services LLC. (Company Name)

Address 11241 Access Drive, Foley Alabama 36535

Company Representative Name (Print or Type) Christian Mills

Position Dir Construction/Development Phone 251-971-2210 Fax 251-971-2139

Contractor's License Number 55757  
(License Issued by the Alabama State Licensing Board for General Contractors)

**Base Bid #1.**

Bidder shall provide unit price bid to remove **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer.

\$ 12.00 /cy

**Base Bid #2.**

Bidder shall provide unit price bid to remove **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation.

\$ 16.30 /cy

**Base Bid #3.**

Bidder shall provide unit price bid to dispose of all deleterious materials removed from said sand by the sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.

\$ 89.75 /ton

**Base Bid #4.**

OPENING

Bidder shall provide unit price bid to dispose of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.

\$ 98.75 /ton

**Base Bid #5.**

Bidder shall provide unit price bid to repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per 5575 ALDOT Standard Specifications for Highway Construction Section 430 B.

\$ 118.75 /ton

**Base Bid #6.**

Bidder shall provide unit price bid to install an inspection tower meeting all OSHA regulations with platform large enough for 3 inspectors and tall enough to adequately see inside bed of trucks.

\$ 1000.00 /each

See "Greenco Services, LLC Attachement regarding pg 3 statement.

To facilitate the bid evaluation and tabulation, bids should be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

- (1) Cost using material as specified.
- (2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when in compliance with all other terms and conditions of the Alabama Competitive Bid Law.

To facilitate the bid evaluation and tabulation, bids should be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

(1) Cost using material as specified.

(2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when in compliance with all other terms and conditions of the Alabama Competitive Bid Law.

Greenco Services may, where applicable recycle 100% of all eligible, suitable and acceptable clean green waste and concrete materials so as to reduce the overall cost burden to the county.

State of Alabama,) ss

County of Mobile)

Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that Press Register is a public newspaper published in the city of Mobile, with general circulation in Mobile County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Press Register 06/24, 07/01, 07/06/2022

Principal Clerk of the Publisher

Sworn to and subscribed before me this 7th day of July 2022

Notary Public

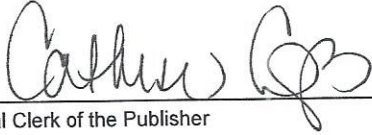


INVITATION TO BID  
STATE OF ALABAMA  
COUNTY OF BALDWIN  
NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on July 15, 2022, at 1:00 P.M., for the Annual Sand Removal/Sifting/and Disposition of Sand from County Right-of-Ways onto the Beach on the Fort Morgan Peninsula for the Baldwin County Commission. Bids will be opened July 15, 2022, at 1:30 P.M., in the Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, Alabama. Bids received after July 15, 2022, at 1:00 P.M., deadline will not be considered. All times to be determined solely by the clock on the wall of Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.  
Bid packages can be obtained from the website [www.baldwincountyal.gov](http://www.baldwincountyal.gov) or Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG22-50.  
PRESS REGISTER  
June 24, July 1, 6, 2022

State of Alabama,) ss  
County of Jefferson)

Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Birmingham News is a public newspaper published in the city of Birmingham, with general circulation in Jefferson County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

**The Birmingham News 06/24, 07/01, 07/08/2022**

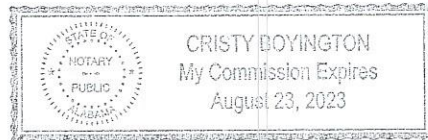


Principal Clerk of the Publisher

Sworn to and subscribed before me this 8th day of July 2022



Notary Public



INVITATION TO BID  
STATE OF ALABAMA  
COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on July 15, 2022, at 1:00 P.M., for the Annual Sand Removal/Sifting/and Disposition of Sand from County Right-of-Ways onto the Beach on the Fort Morgan Peninsula for the Baldwin County Commission. Bids will be opened July 15, 2022, at 1:30 P.M., in the Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, Alabama. Bids received after July 15, 2022, at 1:00 P.M., deadline will not be considered. All times to be determined solely by the clock on the wall of Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

Bid packages can be obtained from the website [www.baldwincountyal.gov](http://www.baldwincountyal.gov) or Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG22-50.

Bham News: Jun 24, July 1, 8, 2022

# Montgomery Advertiser

PART OF THE USA TODAY NETWORK

## Classified Ad Receipt

**Customer:** BALDWIN COUNTY  
**Address:** 312 COURTHOUSE SQ STE 11  
BAY MINETTE AL 36507  
USA

**Ad No.:** 0005311737  
**Pymt Method:** Invoice  
**Net Amt:** \$301.35

**Phone:** (251) 937-9561

**Run Times:** 3

**No. of Affidavits:** 0

**Run Dates:** 06/24/22, 07/01/22, 07/08/22

### Text of Ad:

INVITATION TO BID  
STATE OF ALABAMA  
COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on July 15, 2022, at 1:00 P.M., for the Annual Sand Removal/Sifting/and Disposition of Sand from County Right-of-Ways onto the Beach on the Fort Morgan Peninsula for the Baldwin County Commission. Bids will be opened July 15, 2022, at 1:30 P.M., in the Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, Alabama. Bids received after July 15, 2022, at 1:00 P.M., deadline will not be considered. All times to be determined solely by the clock on the wall of Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

Bid packages can be obtained from the website [www.baldwincounty.al.gov](http://www.baldwincounty.al.gov) or Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG22-50. Mont. Adv. June 24, July 1, 8, 2022 5311737



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1251, **Version:** 1

**Item #:** BE8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Frank Lundy, Maintenance Engineer

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Competitive Bid #WG22-52 - Provision of Hydraulic Mulches for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the bid to Evans & Company, Inc., for the Provision of Hydraulic Mulches as per the attached Award Listing.

### BACKGROUND INFORMATION

**Background:** Bids were opened in the purchasing conference room on July 14, 2022, at 2:00 P.M. Only One (1) bid was received. Staff recommends the Commission award the bid to Evans & Company, Inc., as per the attached Award Listing.

**Previous Commission action/date:** 06/21/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Hydraulic Mulches; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### FINANCIAL IMPACT

**Total cost of recommendation:** Variable

**Budget line item(s) to be used:** Various Highway Budgets

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

Reviewed/approved by: N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

..  
Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: 08/02/2022

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):  
Letter to Bidder

Additional instructions/notes: N/A



# COMPETITIVE BID #WG22-52 AWARD LISTING

PROVISION OF HYDRAULIC MULCHES

Effective 08/02/2022 - 08/02/2023

<b>BIDDER: Evans and Company, Inc.</b>		
ITEM DESCRIPTION	AMOUNT BID	UNIT
Wood Fiber Mulch	\$29.50	50 lb. Bag
Wood Fiber Mulch & Cellulose Fiber Mulch	\$27.50	50 lb. Bag
APS 700 Series Silt Stop (Polyacrylamide Erosion Control Emulsions)	\$435.00	50 lb. Bag
<b>Exceptions:</b>	NONE	



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1259, **Version:** 1

**Item #:** BE9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Zach Hood, EMA Director

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG22-53A - Provision of On-call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Authorize the Purchasing Director to **re-bid** the Provision of On-call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Background:** Bids were due to be opened on July 18, 2022, at 2:00 PM in the Purchasing Conference Room. No bids were received. Staff recommendation is to authorize the Purchasing Director to rebid the Provision of On-Call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission.

### **Previous Commission action/date:**

06/21/2022 meeting: 1) Authorized the Purchasing Director to place a competitive bid for the Provision of On-Call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission, 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

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**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/02/2022

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Mail Bids

**Additional instructions/notes:** N/A

**BID #WG22-53A SPECIFICATIONS**

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidder shall give a daily, weekly and monthly rental rate as indicated on the Bid Response Form. The rate shall include all applicable charges, to include but not limited to delivery, maintenance, operator, etc. There shall be no overtime charges.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

Baldwin County will terminate rental with one (1) day written notice to supplier. If the rental is terminated during the month, then the rate will be prorated by the day or week. **NOTE:** Month is designated as thirty (30) days. Purchase Orders will be issued at the time of planned services. All operators and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

**AWARD**

**It is the intent of the Commission to award this bid to one (1) bidder.**

The bid price will be firm for one (1) calendar year period, to begin on the day of the bid award.

**PROOF OF INSURANCE MUST BE INCLUDED WITH BID RESPONSE.**

**DELIVERY**

Delivery shall be as soon as possible but not more than twenty-four (24) hours after receipt of order. Delivery will be to various locations throughout Baldwin County.

**TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

**CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

**COMPENSATION INSURANCE**

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be

engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

**CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000.00 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

**COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

**HOLD HARMLESS PROVISION**

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

**CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

**SCOPE OF SERVICES**

**ON-CALL EQUIPMENT RENTAL (FORKLIFT SERVICES) with OPERATOR**

**Bid Prices shall be an all-inclusive hourly rate for a 1-person crew that includes but is not limited to mobilization, demobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.**

**Toyota Model 7FGU25 Forklift or Equivalent**

**Dimensions:**

<b>Length to Fork Face</b>	<b>7.81 ft. in</b>
<b>Overall Width</b>	<b>3.5 ft. in</b>
<b>Overall, Height- Mast Lowered</b>	<b>6.73 ft. in</b>
<b>Right Angle Stack</b>	<b>7.86 ft. in</b>
<b>Turning Radius</b>	<b>6.46 ft. in</b>

**Mast:**

<b>Load Center</b>	<b>24 in.</b>
<b>Load Capacity</b>	<b>5000 lb.</b>
<b>Lift Speed</b>	<b>118 ft/ min</b>

**Specifications:**

**Engine:**

<b>Power</b>	<b>53hp</b>
<b>Power Measured @</b>	<b>2400 RPM</b>
<b>Fuel Type</b>	<b>Gas/ LPG</b>

**Operational:**

<b>Tire Type</b>	<b>cushion</b>
<b>Number of Front Wheels</b>	<b>2</b>
<b>Number of Rear Wheels</b>	<b>2</b>
<b>Max Speed</b>	<b>10.6 mph</b>

**General**

1.To provide, on a rental basis, equipment described in the attached specifications and operator on an “as needed” basis, where directed, within Baldwin County.

2. To maintain the equipment in good mechanical and operating condition and to make all the repairs and/or replacements at the CONTRACTOR'S EXPENSE.
3. The equipment described in the specifications shall be provided to the COUNTY upon purchase orders issued at time of services.
4. To furnish all fuel, oil, lubricants. Operator and necessary operating attachments.
5. The CONTRACTOR shall permit BALDWIN COUNTY to review all records relating to labor and equipment utilized under the terms of this agreement.
6. The CONTRACTOR is responsible for all costs incurred in the delivery and pick up of the equipment.
7. Rental equipment shall be completely fueled and ready for operation prior to start of hourly charge.

### **Safety Standards and Accident Prevention**

With respect to all work performed under this Contract, the Contractor shall:

- Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act).
- Exercise precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- Furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are considered incidental and are considered as part of the Contract.

### **Scheduling and Duration**

The Contractor shall provide and operate the equipment intermittently, as needed by the Baldwin County Commission. The Baldwin County Commission will usually notify the Contractor at least one week prior to scheduled contract work unless circumstances require a more immediate response.

### **Performance**

The Baldwin County Commission reserves the right, at the time of delivery, to inspect the equipment and reject because of condition, and the Contractor will have the option to replace the equipment with another acceptable, equivalent unit. If Baldwin County Commission deems the equipment unsafe or the equipment is unable to operate, the Contractor will replace the equipment with another acceptable unit or the Baldwin County Commission will assign the work to another Contractor.

Operators shall be familiar with the work to be performed and have sufficient skill and experience to perform the Contract work properly. Operators determined by the Baldwin County Commission to be below normal acceptable standards of production or workmanship will be replaced with another acceptable operator immediately or the Baldwin County Commission will assign the Work to another Contractor. At the minimum, operators shall have sufficient experience, as determined by the Commission, within the last five years performing applicable work and performing work in or adjacent to traffic, instream, or as otherwise required. Operators

shall have sufficient general knowledge of the related laws. Regulations, specifications, and practices to make informed decisions regarding compliance.

**BID #WG22-53A RESPONSE FORM**

Provision of On Call Equipment Rental (Forklift Services) with Operator  
Page 1 of 2

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature

**Brochures showing the equipment offered should be attached to this Response Form or a Description of Equipment should be attached.**





State of Alabama )

County of Baldwin )

**CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as "PROVIDER").

**WITNESSETH:**

**Whereas,**

**Whereas,**

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY

and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG22-53A**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG22-53A named, Provision of On-Call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission”.**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the

scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be \$ \_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall

prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which

shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

**XXVIII: Surety:** As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this



provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
JAMES E. BALL/ Date  
Chairman

\_\_\_\_\_  
RONALD J. CINK/ Date  
Budget Director

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

Insert Name

\_\_\_\_\_ / \_\_\_\_\_

By \_\_\_\_\_ /Date

Its \_\_\_\_\_

State of Alabama)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1250, **Version:** 1

**Item #:** BE10

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Ron Cink, Budget Director / Heather Gwynn, Sales Tax Coordinator

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Competitive Bid #WG22-59 - Provision of Baldwin County Cigarette Stamps for the Baldwin County Commission

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Cigarette Stamps; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### BACKGROUND INFORMATION

**Background:** This is a three (3) year bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Cigarette Stamps.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/02/2022

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail Bids

**Additional instructions/notes:** N/A

## **BID #WG22-59 SPECIFICATIONS**

Act No. 80-613, Acts of Alabama, as amended by Act 2000-482, Acts of Alabama, and by applicable resolution(s) of the Baldwin County Commission, levies and allocates a license tax of ten cents (\$0.10) on each package of cigarettes sold in Baldwin County, Alabama. The tax is evidenced through the use of one stamp. The Act further provides: "Each such stamp shall have inscribed thereon the words 'County of Baldwin Cigarette Tax' but said words need not be arranged in the foregoing order and may be abbreviated".

### **Bid #1:**

Will be for orders placed during a one (1) year period starting from the bid award date. Bidders shall submit bids for a cost per case (case to be 25 rolls of 30,000 stamps) for inside delivery of Cigarette stamps per specifications and a minimum order quantity. The bidder shall also indicate the quantity (or quantities), if any, at which the bidder will provide quantity price discount(s).

### **Bid #2:**

Will be for orders placed during a three (3) year period starting from the bid award date. Bidders shall submit bids for a cost per case (case to be 25 rolls of 30,000 stamps) for inside delivery of cigarette stamps per specifications and a minimum order quantity. The bidder shall also indicate the quantity (or quantities), if any, which the bidder will provide quantity price discount(s).

Bidders shall submit the colors that are available.

It is the County's intention to award **only one** of the two (2) bid selections.

Delivery of cigarette stamps shall be made no later than sixty (60) calendar days after receipt of an order. Inside delivery of an order shall be made by the successful bidder, at one time, to the Baldwin County Sales Tax Department, 22070 Highway 59, Robertsedale, Alabama, 36567.

## **CIGARETTE STAMP SPECIFICATIONS**

Fuson Stamps made up of not less than five (5) impressions including safety tint lettering. Stamps shall be applied to the receiving service by machine application with heat. Each stamp shall be of irregular shape and outline and printed in a color of the bidders choice in safety tint lettering. Stamps shall measure approximately ½ inch by 5/8 inch.

The stamps shall read "**County of Baldwin Cigarette Tax**", but shall not include a monetary denomination.

The base paper for this type stamp shall contain identifiable protective features which will at once permit analysis to establish its authenticity. The base paper shall contain fibers which under ordinary daylight are not distinguishable from the remainder of the fibers in the base paper, but shall become brightly fluorescent when exposed to ultraviolet light. This fluorescence shall be a permanent effect whenever tests are made and shall not be fugitive.

The safety tint lettering for machine applied stamps will be so printed as to appear on the face of the stamps and also on the paper between the stamps.

The safety tint lettering shall transfer with the machine applied stamp, and the lettering extended beyond the edges of the stamp must also transfer with the stamp.

All spoiled sheets and seconds shall be strictly accounted for and kept under lock and key and destroyed, and an affidavit rendered to that effect by the contractor.

Stamps for mechanical application are to be furnished in rolls containing thirty thousand (30,000) stamps. Each roll is to bear ascending numbers at regular specified intervals on one side of the roll and descending numbers at regular specified intervals on the other side of the roll for accounting purposes.

Each roll is to be packed in a fiber board box, the box to be securely sealed and labeled showing quantity, denomination and roll number. Rolls are to be packed in corrugated containers, each carton to be securely sealed and labeled showing quantity, denomination and serial number of rolls contained therein.

Production Control: Bidders will designate the means by which they purpose to guard against the loss of stamps both during the process of manufacturing as well as during storage. A secure depository approved by the purchaser shall be installed or designated by the manufacturer for the storage of photographs, films, stones, cines, plates, cylinders, drawings, stamps, etc. when not in use, and in the case of finished stamps while awaiting shipment.

All work under this contract including all coatings on paper for Fuson Stamps must be performed wholly within the premises of the contractor. The contractor must possess the facilities, tools, machinery, equipment, and resources necessary to efficiently and promptly carry out the terms of the contract. No part of this contract may be sublet or performed in any other establishment. No assignment of this contract in whole or in part may be made without the consent of the purchaser.

**BID #WG22-59 RESPONSE FORM**

Baldwin County Cigarette Stamps

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Company Rep \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

Financing Agency Authorized Signature \_\_\_\_\_

**Bid #1**

Price bid for each case (case to be 25 rolls of 30,000 stamps) of cigarette stamps delivered per Specifications: **(1-year period)**

\$ \_\_\_\_\_ Per case Minimum order Quantity \_\_\_\_\_ Cases

Quantity(s) at which a price discount will be applied \_\_\_\_\_ Cases  
Price per case

**Bid #2**

Price bid for each case (case to be 25 rolls or 30,000 stamps) of cigarette stamps delivered per specifications: **(3-year period)**

\$ \_\_\_\_\_ Per case Minimum order Quantity \_\_\_\_\_ Cases

Quantity(s) at which a price discount will be applied \_\_\_\_\_ Cases  
Price per case



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1279, **Version:** 1

**Item #:** BE11

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Adam Scarborough, Assistant CIS Director

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Competitive Bid #WG22-60 - Provision of Fiber Optic Network-maintenance and Locates for the Baldwin County Commission

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications for the Provision of Fiber Optic Network-Maintenance & Locates and authorize the Purchasing Director to place a competitive bid; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### BACKGROUND INFORMATION

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Fiber Optic Network-Maintenance & Locates.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT



**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/02/2022

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail Bid

**Additional instructions/notes:** N/A

## **BID #WG22-60 INSTRUCTIONS TO BIDDERS**

### **PREPARATION OF BIDS**

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the proposed contract, including local conditions uncertainty of weather, quantities, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

### **LABOR AND MATERIALS NOT TO BE FURNISHED BY BALDWIN COUNTY, ALABAMA**

The County Commission of Baldwin County, Alabama, will not furnish any labor, materials or supplies unless specifically provided in the Contract.

### **BIDS FOR ALL OR PART**

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

### **RESPONSE SUBMISSIONS**

The bidder should submit a minimum of **three (3) copies** of the **Bid Response** and all other requested information.

### **DEFINITION**

Bidder. Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Contractor. The individual, firm or corporation, the Party of the First Part to the Contract, that has entered into a Contract awarded him by the Owner for any work covered by these Specifications, acting directly or through his agents or employees.

County. Baldwin County Commission

### **BIDDER QUALIFICATIONS**

**The County may make such investigations** as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

### **SIGNATURE TO BIDS**

Each bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall be typed or printed below with signature. A bid by a person who affixes to his signature the work "President", "Secretary", "Agent", or other designation without disclosing his principal may be held to the bid of the individual signing. When requested by the County Commission of Baldwin County, Alabama satisfactory evidence of the authority of the office signing in behalf of the corporation shall be furnished.

**CORRECTIONS**

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

**LAWS AND REGULATIONS**

The bidder’s attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The Contractor, at his own expense, shall procure all permits and licenses, pay all charges, royalties and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

**WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic requests received from bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**AWARD OR REJECTION OF BIDS**

The Contract will be awarded to the lowest responsible Bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of Baldwin County to accept it. The Bidder to whom the award is made will be notified at the earliest possible date. Baldwin County, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County.

**CONTRACT AND BOND**

The Bidder to whom award is made, must when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period is specified, within fifteen (15) days after the required forms are presented to him for signature.

- 3 originals      Contract
- 1 original      Performance Bond
- 1 original      Certificate of Insurance certifying compliance with all insurance requirements specified in the bid

**CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2023 and 2024), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract with its intend to extend the contract. The prices for 2022 shall also apply to the extension period(s).**

**COLLUSION**

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the County.

**POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Safety of the public and workers shall be the first priority of the

contractor at all times. Contractor will adhere to all established city, county, state and Federal OSHA safety issues. Those issues include traffic control, the wearing and use of safety equipment, and safe excavation practices.

The contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act to 1970 (PL-596) and under Section 107 of the Contract Work House and Safety Standard Act (PL91-54).

The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damages which may result from their failure or their improper construction, maintenance, or operations.

### **PERFORMANCE BOND**

The awarded vendor shall provide the County a **\$100,000.00 Performance Bond** within 15 days after the contract is awarded. The performance bond shall be required for the length of the contract. The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. Bidder(s) must have Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

### **COMPENSATION INSURANCE**

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly, to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

Prior to performing services pursuant to this Contract, BUYER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should BUYER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend

this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold BUYER in material default and pursue any and all remedies available.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of completion of the work pursuant to the Contract or at the date of the final payments made by the Contractor to the County, whichever occurs first.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$500,000. Combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

**COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

**SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

**INDEMNITY AND HOLD HARMLESS PROVISION**

To the fullest extent allowed by law, the contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

**CANCELLATION CLAUSE**

The County or Contractor reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, with or without cause.

### **DEFAULT OF CONTRACT**

If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the Work with sufficient workers, equipment, or materials to insure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice the Contractor does not proceed to remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the County shall have full power and authority, without impairing the obligation of the Contract or the Contract Bonds, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof; or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the County, in completing the Work and for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceeds the sum, which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge of any office used by the Contractor his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

### **COORDINATION WITH BALDWIN COUNTY COMMISSION**

The Contact person for the Baldwin County Commission will be Adam Scarborough, 251-580-1870.

### **SCOPE OF WORK**

This project consists of the annual maintenance and performing of locates of the Baldwin County Fiber Network. Some of these locates will require onsite visits to mark the utilities and some can be verified remotely. It is the contractor's responsibility to determine which route is needed and that the locate responses are submitted to Alabama One Call prior to the ticket work date through an automated software like Korweb. The Baldwin County Fiber Network consists of approximately 67 route miles of armored single mode enhanced fiber constructed using underground buried ducts. The cable is in varying fiber count from 24 - 192 strands, with most of the major runs being 96 count. There also exists throughout most of the network a spare empty duct for maintenance and future system expansion. The network links multiple County facilities in Bay Minette, Loxley, Robertsedale, Silverhill, Fairhope, Magnolia Springs, and Foley. Baldwin County can provide .KMZ file of existing fiber map locations upon request but is the awarded contractors responsibility to verify information is correct once bid has been awarded. Any discrepancies or missing information needs to be reported to Baldwin County immediately so documentation can be corrected.

The General Scope of Work includes services for locating the underground fiber optic cable network and maintaining structural integrity of said network including emergency call-outs **AND** maintenance including regular inspections and repair of the outside plant to ensure no physical problems exist (e.g. Ensuring handhole covers are in place and not damaged, Inspection for erosion or washout problems that may lead to fiber damage, etc.); proper marker maintenance to include but not limited to keeping marker post visible, replacement of damaged or missing markers and installation of additional markers found to be needed to properly protect the

County's fiber (County to provide marker post); repairing damaged handholes; implementing a plan to provide rodent and pest control.

Contractor shall furnish all labor, materials, and equipment necessary to perform locate services for Baldwin County, this includes marker flags used to mark locates called in by Alabama One Call. The marker shall read **"Baldwin County Fiber Network 251- 580-1915"** and be orange in color, no unmarked or non-Baldwin County flags will be accepted for use.

Contractor will be required to locate the network in accordance with Alabama Law, including but not limited to Act 94-487, and in accordance with Alabama One Call Operating Procedures. The Baldwin County Fiber Network is currently registered with Alabama One Call. The Alabama One Call locate requests received on the Baldwin County Fiber Network numbered approximately 3300 during the period of June 1, 2021, through May 31, 2022. Contractor is required to stay in accordance with the Alabama Underground Damage Prevention Act Section 37-15-6(d). Contractor will be responsible for damages to the network resulting from failure to locate the network properly or promptly under Alabama Law and Alabama One Call Operating Procedures.

**BID #WG22-60 RESPONSE FORM**

Maintenance & Locates for the Fiber Optic Network

1 of 2

Date: \_\_\_\_\_

Out of State  Yes or  No If yes,  Registration Number

Alabama Contractors License No. \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Company Rep \_\_\_\_\_

\_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Financing through another agency beside yourself  Yes or  No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature



**BID #WG22-60 RESPONSE FORM**

Maintenance & Locates for the Fiber Optic Network  
2 of 2

- 1) List Jurisdictions, trade categories, and corresponding license numbers in which your organization is legally qualified to do business on this project.
  
- 2) List all Maintenance & Locates projects performed in the past three years that are of equal or greater size/scope as this proposed Baldwin County project. Please provide contact person and phone numbers for references.
  
- 3) Attach a list of key personnel and a description of their experience. List the key personnel you will assign to this project.
  
- 4) Describe the resources you have in place or plan to put in place to fulfill the obligations of this contract.
  
- 5) Include any pertinent documentation to substantiate competence and financial responsibility.

**Cost for Performing Locates and General Maintenance:**

Monthly Cost \$\_\_\_\_\_ x 12 = \$\_\_\_\_\_ Total 12 Month Cost

State of Alabama)

County of Baldwin)

**CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called “COUNTY”) acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as “PROVIDER”).

**WITNESSETH:**

**Whereas,**

**Whereas,**

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: \_\_\_\_\_

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG22-60”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG22-60 named, Provision of Fiber Optic Network- Maintenance & Locates for the Baldwin County Commission”.**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid \$\_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such

insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

**XXVIII: Surety:** As a material inducement for the County to enter this Agreement, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.



IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_/Date  
JAMES E. BALL, Chairman

\_\_\_\_\_/Date  
RONALD J. CINK  
BUDGET DIRECTOR

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

Insert Name

\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
My Commission Expires



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1258, **Version:** 1

**Item #:** BE12

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Seth Peterson, Pre-Construction Manager

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Project No. HW21095000 Bridge Replacement on Pine Grove Road Ext. over Styx River for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the bid for Project No. HW21095000 Bridge Replacement on Pine Grove Road Ext. over Styx River to the lowest bidder, **Newell & Bush, Inc.**, in the Bid Amount of **\$1,152,754.19**; **Construction Time: 140 working days**; and authorize the Chairman to execute the Contract.

### BACKGROUND INFORMATION

**Background:** Bids were opened in the Purchasing Conference Room on July 19, 2022, at 2:00 P.M. Two (2) bids were received. The lowest bid was received from Newell & Bush, Inc., in the bid amount of \$1,152,754.19. The Baldwin County Engineer, Joey Nunnally has reviewed the bid responses and has submitted the certified Bid Tabulation and letter recommending that the bid be awarded to the lowest bidder, Newell & Bush, Inc., in the amount of \$1,152,754.19. Bid Tabulation attached.

### **Previous Commission action/date:**

04/05/2022 meeting: Approved the Purchasing Director to place a competitive bid the River Road North Bridge Replacement project.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$1,152,754.19

**Budget line item(s) to be used:** HW21095000

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

Standard County Construction Contract

Reviewed/approved by: N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

..  
Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

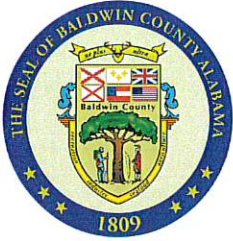
For time-sensitive follow up, select deadline date for follow up: 08/02/2022

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Letter to Bidders

Additional instructions/notes: N/A



## BALDWIN COUNTY

### HIGHWAY DEPARTMENT

P.O. Box 220  
SILVERHILL, ALABAMA 36576  
TELEPHONE: (251) 937-0371  
FAX (251) 937-0201

*JOEY NUNNALLY, P.E.  
COUNTY ENGINEER*

July 19, 2022

Baldwin County Commission  
312 Courthouse Square  
Bay Minette, AL 36507

RE: HW21095000  
Pine Grove Road Ext Bridge Replacement  
Bid Award Recommendation

Dear Commissioners:

My office has thoroughly reviewed the bids taken on July 19, 2022, for the above referenced project. Two (2) bids were received from contractors. Newell & Bush Inc. was the low bidder with a bid of \$1,152,754.19.

Upon inspection, it was determined that there were no errors in each proposal. Additionally, all bid packages have been reviewed for the inclusion of the appropriate bid bond.

Based on this information, it is my recommendation that the Baldwin County Commission award this contract Newell & Bush Inc.

If you have any questions or comments, please give me a call at 251-937-0371.

Sincerely,

Joey Nunnally, P.E.  
COUNTY ENGINEER

JN/js



HW21095000  
 BRIDGE REPLACEMENT ON PINE GROVE ROAD EXT OVER STYX RIVER  
 BID TABULATION  
 BALDWIN COUNTY

Item No.	Item Description	Units	Quantity	Newell & Bush, Inc.		Mcinnis	
				Unit Price	Bid Amount	Unit Price	Bid Amount
206A-000	REMOVAL OF OLD BRIDGE, STATION 101+48.29	LS	1	\$63,000.00	\$63,000.00	\$71,745.57	\$71,745.57
206D-001	REMOVING GUARDRAIL	LF	356	\$6.05	\$2,153.80	\$6.30	\$2,242.80
210A-000	UNCLASSIFIED EXCAVATION	CY	1900	\$12.96	\$24,624.00	\$12.23	\$23,237.00
210D-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4(0))	CY	500	\$16.20	\$8,100.00	\$15.29	\$7,645.00
230A-000	ROADBED PROCESSING	RBD STA	4	\$810.00	\$3,240.00	\$764.31	\$3,057.24
301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	SY	861	\$37.80	\$32,545.80	\$40.51	\$34,879.11
305B-077	CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE	TON	10	\$324.00	\$3,240.00	\$347.20	\$3,472.00
401A-000	BITUMINOUS TREATMENT A	SY	861	\$0.02	\$17.22	\$2.81	\$2,419.41
405A-000	TACK COAT	GALL	70	\$6.22	\$435.40	\$5.56	\$389.20
407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	MI	1	\$546.76	\$546.76	\$333.24	\$333.24
424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	71	\$151.20	\$10,735.20	\$323.57	\$22,973.47
424B-658	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	120	\$151.20	\$18,144.00	\$231.36	\$27,763.20
450B-000	REINFORCED CEMENT CONCRETE BRIDGE END SLAB	SY	196	\$98.00	\$19,208.00	\$211.88	\$41,528.48
502A-000	STEEL REINFORCEMENT	LB	8600	\$1.25	\$10,750.00	\$1.43	\$12,298.00
502B-000	STEEL REINFORCEMENT FOR BRIDGE SUPERSTRUCTURE, STA. 101+29.17, APROX 18,700 LBS	LS	1	\$35,000.00	\$35,000.00	\$19,836.34	\$19,836.34
505A-015	CONCRETE TEST PILES (14 INCHES SQUARE)	EA	1	\$8,500.00	\$8,500.00	\$13,608.99	\$13,608.99
505A-016	CONCRETE TEST PILES (16 INCHES SQUARE)	EA	1	\$13,100.00	\$13,100.00	\$16,973.31	\$16,973.31
505B-045	STATIC LOADING TESTS (14 INCHES SQUARE)	EA	1	\$4,800.00	\$4,800.00	\$25,566.51	\$25,566.51
505B-046	STATIC LOADING TESTS (16 INCHES SQUARE)	EA	1	\$12,000.00	\$12,000.00	\$25,566.51	\$25,566.51
505B-075	DYNAMIC LOADING TESTS (14 INCHES SQUARE)	EA	1	\$2,500.00	\$2,500.00	\$5,908.10	\$5,908.10
505B-076	DYNAMIC LOADING TESTS (16 INCHES SQUARE)	EA	1	\$10,000.00	\$10,000.00	\$5,908.10	\$5,908.10
505B-464	DYNAMIC LOADING TESTS (14 INCHES SQUARE) (RESTRIKE)	EA	1	\$900.00	\$900.00	\$5,908.10	\$5,908.10
505B-466	DYNAMIC LOADING TESTS (16 INCHES SQUARE) (RESTRIKE)	EA	1	\$1,000.00	\$1,000.00	\$5,908.10	\$5,908.10
505N-000	CONCRETE PILING FURNISHED (14 INCHES SQUARE)	LF	780	\$50.00	\$39,000.00	\$147.97	\$115,416.60
505N-001	CONCRETE PILING FURNISHED (16 INCHES SQUARE)	LF	270	\$68.00	\$18,360.00	\$214.36	\$57,877.20
505O-000	CONCRETE PILING DRIVEN (14 INCHES SQUARE)	LF	780	\$48.00	\$37,440.00	\$5.00	\$3,900.00
505O-001	CONCRETE PILING DRIVEN (16 INCHES SQUARE)	LF	270	\$72.00	\$19,440.00	\$5.00	\$1,350.00
508A-000	STRUCTURAL STEEL	LB	2560	\$6.75	\$17,280.00	\$8.83	\$22,604.80
510A-007	BRIDGE SUBSTRUCTURE CONCRETE	CY	63	\$900.00	\$56,700.00	\$1,745.95	\$109,994.85
510C-051	BRIDGE CONCRETE SUPERSTRUCTURE, STATION 101+29.17, APPROXIMATELY 75 CUBIC YARDS	LS	1	\$82,500.00	\$82,500.00	\$219,197.99	\$219,197.99
510E-000	GROOVING CONCRETE BRIDGE DECKS	SY	225	\$26.00	\$5,850.00	\$25.46	\$5,728.50
511A-050	ELASTOMERIC BEARING TYPE 2 (MARK B1)	EA	10	\$490.49	\$4,904.90	\$636.93	\$6,369.30
511A-070	ELASTOMERIC BEARING TYPE 4 (MARK B1)	EA	10	\$1,567.28	\$15,672.80	\$1,844.14	\$18,441.40
513B-003	PRETENSIONED-PRESTRESSED CONCRETE GIRDERS, TYPE I (SPECIALTY ITEM)	LF	324	\$325.00	\$105,300.00	\$205.20	\$66,484.80
600A-000	MOBILIZATION	LS	1	\$235,000.00	\$235,000.00	\$172,057.77	\$172,057.77
602A-000	RIGHT OF WAY MARKERS	EA	3	\$625.00	\$1,875.00	\$802.02	\$2,406.06
610A-004	LOOSE RIPRAP, CLASS 2, 24" THICK	SY	285	\$111.30	\$31,720.50	\$121.52	\$34,633.20
610A-010	LOOSE RIPRAP, CLASS 2, 48" THICK	SY	245	\$222.60	\$54,537.00	\$243.04	\$59,544.80
610D-003	FILTER BLANKET, GEOTEXTILE	SY	580	\$5.30	\$3,074.00	\$5.79	\$3,358.20
630A-001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LF	100	\$43.45	\$4,345.00	\$45.26	\$4,526.00
630C-001	GUARDRAIL END ANCHOR, TYPE 8	EA	2	\$1,650.00	\$3,300.00	\$1,718.63	\$3,437.26
630C-003	GUARDRAIL END ANCHOR, TYPE 13	EA	4	\$3,135.00	\$12,540.00	\$3,265.39	\$13,061.56
630C-050	GUARDRAIL END ANCHOR, TYPE 20 SERIES	EA	2	\$4,345.00	\$8,690.00	\$4,525.72	\$9,051.44
650A-000	TOPSOIL	CY	60	\$63.60	\$3,816.00	\$69.44	\$4,166.40
652A-100	SEEDING	AC	1	\$2,650.00	\$2,650.00	\$2,893.31	\$2,893.31
654A-001	SOLID SODDING (BERMUDA)	SY	625	\$10.60	\$6,625.00	\$11.57	\$7,231.25
656A-010	MULCHING	AC	1	\$2,650.00	\$2,650.00	\$2,893.31	\$2,893.31
665A-000	TEMPORARY SEEDING	AC	3	\$318.00	\$954.00	\$347.20	\$1,041.60
665B-001	TEMPORARY MULCHING	TON	9	\$318.00	\$2,862.00	\$347.20	\$3,124.80
665J-002	SILT FENCE	LF	2000	\$2.65	\$5,300.00	\$2.89	\$5,780.00
665L-000	FLOATING BASIN BOOM	LF	180	\$15.00	\$2,700.00	\$22.92	\$4,125.60
665O-001	SILT FENCE REMOVAL	LF	2000	\$0.50	\$1,000.00	\$0.29	\$580.00
665Q-002	WATTLE	LF	500	\$2.65	\$1,325.00	\$2.89	\$1,445.00
680A-001	GEOMETRIC CONTROLS	LS	1	\$65,000.00	\$65,000.00	\$85,914.10	\$85,914.10
701G-146	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LF	148	\$12.06	\$1,784.88	\$11.46	\$1,696.08
701G-154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LF	148	\$12.06	\$1,784.88	\$11.46	\$1,696.08
701G-253	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LF	712	\$2.16	\$1,537.92	\$5.73	\$4,079.76
701G-265	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LF	598	\$2.16	\$1,291.68	\$5.73	\$3,426.54
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SF	50	\$10.80	\$540.00	\$22.92	\$1,146.00
705A-037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EA	10	\$10.80	\$108.00	\$22.92	\$229.20
710A-115	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 14 GAUGE (TYPE III OR TYPE IV BACKGROUND)	SF	14	\$26.40	\$369.60	\$27.50	\$385.00
710B-021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2" 14 GA SQUARD TUBULAR STEEL)	LF	42	\$21.45	\$900.90	\$22.34	\$938.28
740B-000	CONSTRUCTION SIGNS	SF	211	\$10.45	\$2,204.95	\$10.88	\$2,295.68
740D-000	CHANNELIZING DRUMS	EA	50	\$49.50	\$2,475.00	\$51.56	\$2,578.00
740F-002	BARRICADES, TYPE III	EA	9	\$247.50	\$2,227.50	\$257.79	\$2,320.11
740I-002	WARNING LIGHTS, TYPE B	EA	7	\$82.50	\$577.50	\$85.93	\$601.51
TOTAL BID AMOUNT				\$1,152,754.19		\$1,449,197.12	
Bid Bond Included				Yes		Yes	
Contract Returned				Yes		Yes	

ENGINEER'S CERTIFICATE:

I, JOEY NUNNALLY, P.E., COUNTY ENGINEER, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ABOVE IS A TRUE AND CORRECT BID TABULATION FOR THE ABOVE REFERENCED PROJECT.

Joey Nunnally, P.E.

Date

7/19/22

## ITEM IX

### CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)  
County of Baldwin)

This Contract for Construction Services (hereinafter referred to as "Contract") is made and entered into by and between the COUNTY of Baldwin, acting by and through its governing body, the Baldwin COUNTY Commission (hereinafter referred to as "COUNTY"), and Newell & Bush, Inc. (hereinafter referred to as "PROVIDER").

#### WITNESSETH:

**Whereas**, the Baldwin County Commission at its, August 2, 2022 meeting awarded the bid for **BALDWIN COUNTY PROJECT NO. HW21095000 – BRIDGE REPLACEMENT ON PINE GROVE ROAD EXT. OVER STYX RIVER** to Newell & Bush, Inc., in the amount of (\$) 1,152,754.19 with a completion time of **ONE HUNDRED FORTY (140) WORKING DAYS**.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out. Time is of the essence for all provisions of this Contract.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to PROVIDER the professional services required herein.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the

COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the COUNTY's option.

- VI. Legal Compliance. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate, in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- VIII. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment. This Contract, or any interest herein, shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without



the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

- XIV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Newell & Bush, Inc.  
10470 Highway 80E  
Montgomery, AL 36117

COUNTY: Baldwin County Commission  
c/o Chairman  
322 Courthouse Square, Suite 12  
Bay Minette, AL 36507

- XV. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and conditions being expressly incorporated herein by reference, and without limitation, will encompass the following:

The work consists of properly performing the following tasks in accordance with the plans, specifications, regulations, codes and good engineering and construction practices:

**BALDWIN COUNTY PROJECT NO. HW21095000 – BRIDGE REPLACEMENT  
ON PINE GROVE ROAD EXT. OVER STYX RIVER**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar PROVIDERS under similar circumstances at the time the services are performed.

**ATTACHMENTS:**

The exhibits and/or attachments listed below are specifically included as a necessary part of this Contract, and the same shall not be complete without such items, to wit:

**BALDWIN COUNTY PROJECT NO. HW21095000 – BRIDGE  
REPLACEMENT ON PINE GROVE ROAD EXT. OVER STYX RIVER**

COUNTY and PROVIDER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and

sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVI. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation subject to the terms set out below.

XVII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XVIII. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by PROVIDER upon approval of the COUNTY Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XX. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

In making the partial payments, there shall be retained not more than **five percent** of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and **after 50 percent completion** has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement as described in Code of Alabama (1975) Section 39-2-12 subsections (f) and (g) is utilized. PROVIDER, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transportation for the construction or maintenance of public highways, bridges, or roads.

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement. Final payment will be made 30 days after the last day of advertisement.

- XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The PROVIDER shall have ONE HUNDRED FORTY (140) WORKING DAYS after the notification to proceed to complete the work. The Contract shall terminate upon either the expiration of no more than ONE HUNDRED FORTY (140) WORKING DAYS after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the COUNTY. [Nothing herein stated shall prohibit the COUNTY from otherwise terminating this Contract according to the provisions herein.]
- XXII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIII. Indemnification. PROVIDER shall indemnify, defend and hold the COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXIV. Number of Originals. This Contract shall be executed with FOUR (4) originals, all of which are equally valid as an original.
- XXV. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVI. Insurance. The PROVIDER shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the COUNTY as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to COUNTY, shall be furnished to

COUNTY, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to COUNTY in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against COUNTY and COUNTY Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, COUNTY may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available. (Note: The PROVIDER shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

XXVII. Surety. As a material inducement for the COUNTY to enter this Contract, any and all bond and/or surety guarantees required by the COUNTY in reference to the Project shall be in a form acceptable to the COUNTY and shall, without limitation, meet the following requirements:

A. Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, COUNTY staff and approved by the COUNTY Commission. In the event that such document is not in an acceptable form at any time prior to or during the term of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the COUNTY's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the COUNTY, and the PROVIDER waives all rights to claim that any such delay was the fault of the COUNTY.

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response

C. Term of Surety. Any bond and/or surety guarantees required by the COUNTY must be valid at all times during the life of this Contract or as set forth in the Project Bid Requirements. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the COUNTY, or the COUNTY's authorized agent, providing a written Notice to the PROVIDER that the Project is in fact completed in all respects. Said Notice from the COUNTY or its authorized agent shall not be provided until the COUNTY, in its sole discretion, is satisfied that the Project is complete in all respects.

D. Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent, and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the PROVIDER to satisfy all the requirements in this Contract.

XXVIII. Liquidated Damages

Liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition, Section 108.11.

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the COUNTY places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin COUNTY for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin COUNTY for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

"(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or COUNTY in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . . §39-1- 1(f) Code of Alabama (1975), as amended.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the COUNTY of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

XXX. The public works project which is the subject of this invitation to bid is 100% County Funding.

**NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, Baldwin COUNTY takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.**

**IN WITNESS WHEREOF**, the parties hereto, by and through their duly authorized representatives, have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY  
BALDWIN COUNTY COMMISSION

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
County Budget Director /Date

PROVIDER:

\_\_\_\_\_/\_\_\_\_\_:  
By \_\_\_\_\_/Date Its

\_\_\_\_\_

***NOTARY PAGE TO FOLLOW:***

State of Alabama        )  
County of Baldwin     )

I, \_\_\_\_\_, Notary Public in and for said COUNTY and State, hereby certify that \_\_\_\_\_, as **Chairman of Baldwin County Commission**, and \_\_\_\_\_, as **County Budget Director** of Baldwin County Commission, whose names are signed to the foregoing in that capacity, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date for and as an act of the Baldwin County Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ a, whose name is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of Alabama,) ss

County of Jefferson)

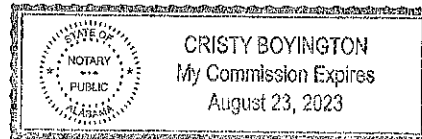
Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Birmingham News is a public newspaper published in the city of Birmingham, with general circulation in Jefferson County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

**The Birmingham News 06/24, 07/01, 07/08/2022**

Principal Clerk of the Publisher

Sworn to and subscribed before me this 8th day of July 2022

Notary Public



**ADVERTISEMENT FOR BIDS**

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until 2:00 PM on JULY 19, 2022, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

PROJECT NO. HW21095000 - BRIDGE REPLACEMENT - ON PINE GROVE ROAD EXT. OVER STYX RIVER  
ONE HUNDRED FORTY (140) WORKING DAYS are allowed for the construction of the project.

Working Day (Daytime Work). Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.

All bids must be on blank forms provided in the Specifications with the Contract booklet submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of ma-

terial or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and can be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact John Sedlack at jsedlack@baldwincounty.gov with any questions. Alternatively, Plans and Specifications can be downloaded at <https://open.baldwincountyal.gov/BidsVendor/Registration.aspx>. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on JULY 12, 2022, at 2:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

There are no DBE requirements for this project.

Davis Bacon Wage Requirements do not apply to this project.

The funding for this project is from 100% County Funds.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama.

COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA  
James E. Ball s/s  
James E. (Jeb) Ball  
Chairman, Baldwin County Commission

Bham News: June 24, July 1, 8, 2022



State of Alabama,) ss

County of Mobile)

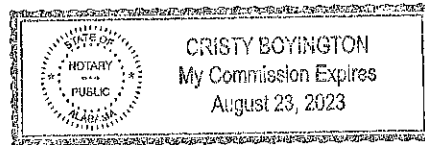
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Principal Clerk of the Publisher

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COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA  
James E. Ball s/s  
James E. (Jeb) Ball  
Chairman, Baldwin County Commission  
PRESS REGISTER  
June 24, July 1, 8, 2022

# Montgomery Advertiser

PART OF THE USA TODAY NETWORK

## Classified Ad Receipt

**Customer:** BALDWIN COUNTY COMMISSION

**Ad No.:** 0005306879

**Address:** 312 COURTHOUSE SQ STE 11  
BAY MINETTE AL 36507  
USA

**Pymt Method** Invoice

**Phone:** (251) 937-9561

**Run Times:** 3

**No. of Affidavits:** 0

**Run Dates:** 06/24/22, 07/01/22, 07/08/22

### Text of Ad:

#### ADVERTISEMENT FOR BIDS

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COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA

James E. Ball s/s  
James E. (Jeb) Ball  
Chairman, Baldwin County Commission  
Mont. Adv. 6/24, 7/1, 7/8/2022  
5306879



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1248, **Version:** 1

**Item #:** BE13

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Seth Peterson, Pre-Construction Manager

**Submitted by:** Wanda Gautney, Purchasing Director

---

### **ITEM TITLE**

Quotes for Project No. HW22145 - Baldwin Beach Express (BBE) Southbound Bridge Repairs over Rock Creek Located in Robertsedale, Alabama for the Baldwin County Commission

### **STAFF RECOMMENDATION**

1) Reject the two (2) quotes received for Project No. HW22145 - Baldwin Beach Express (BBE) Southbound Bridge Repairs over Rock Creek located in Robertsedale, Alabama; and

2) Authorize the Purchasing Director to place a competitive bid for Project No. HW22145 - Baldwin Beach Express (BBE) Southbound Bridge Repairs over Rock Creek located in Robertsedale, Alabama.

### **BACKGROUND INFORMATION**

**Background:** Staff solicited quotes for Project No. HW22145 - Baldwin Beach Express (BBE) Southbound Bridge Repairs over Rock Creek located in Robertsedale, Alabama. Two (2) quotes were received. Both quotes exceeded the \$50,000.00 Public Works bid limit. Staff is requesting that the Commission reject both quotes received and authorize staff to place a competitive bid for the bridge repairs

**Previous Commission action/date:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/02/2022

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Letter to Vendors

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

---

**File #:** 22-1274, **Version:** 1

**Item #:** BE14

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Sheriff Hoss Mack/Chief Anthony Lowery/Major Steve Arthur/Connie Dudgeon, Finance Director Sheriff's Department/Ron Ballard, Juvenile Detention Center Director

**Submitted by:** Wanda Gautney, Purchasing Director

---

### ITEM TITLE

Request for Proposals (RFP) for Inmate and Juvenile Medical Services Program for Baldwin County Corrections Center and Juvenile Detention Facility

### STAFF RECOMMENDATION

Authorize the Purchasing Director to solicit a Request for Proposals (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility.

### BACKGROUND INFORMATION

**Background:** Staff is requesting that the Commission approve the Request for Proposal (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility. The current Contract for the services will expire on September 30, 2022.

Staff recommends the Commission authorize the Purchasing Director to place a Request for Proposal (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/02/2022

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail RFP

**Additional instructions/notes:** N/A

**REQUEST FOR PROPOSALS  
INMATE MEDICAL SERVICES PROGRAM  
FOR THE BALDWIN COUNTY CORRECTIONS CENTER  
AND JUVENILE DETENTION CENTER**

**Invitation**

The Baldwin County Commission (sometimes referred to herein as the “Agency”) will be accepting Request for Proposals for Inmate Medical Services for the Baldwin County Corrections Center (sometimes referred to herein as the “Corrections Center” or the “Detention Facility”) and the Juvenile Detention Center (sometimes referred to herein as the “JDC”).

**Submission Procedures, Requirements**

One (1) original and four (4) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on Friday, September 16, 2022**. All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Manager  
312 Courthouse Square, Suite 15 (mailing address)  
257 Hand Avenue (physical address)  
Bay Minette, AL 36507  
Phone: (251) 580-2520

**Inquiries and Questions**

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Manager, at [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) no later than **2:00 P.M., Central Standard Time, on Monday, August 29, 2022**. All inquiries or questions should be consolidated by each vendor and emailed prior to the August 29, 2022, deadline. All questions that are submitted will be answered and given to all vendors attending the mandatory Pre-Proposal Meeting on September 7, 2022.

**Pre-Proposal Conference**

**A mandatory Pre-Proposal Conference** will be held at the Baldwin County Commission Chambers located at 312 Courthouse Square, Bay Minette, Alabama on **Wednesday, September 7, 2022, at 2:00 P.M. (Central Standard Time.)** The conference will include a thorough discussion of Request for Proposal specifications and **Medical Vendor** questions. To promote complete understanding of the conditions, operation, location, requirements, and space availability, a tour of the facility will be conducted at the pre-proposal conference. **ALL INTERESTED VENDORS MUST ATTEND.** Vendors **will not be allowed** to submit a proposal for this project if they or a representative of their company does not attend the Pre-Proposal Conference.

**Prime Contractor Responsibility**



**Medical Contractor** will assume responsibility for delivery of services and application performance, regardless of whether the **Medical Contractor** subcontracts any of these items and services. The **Medical Contractor** will be the sole point of contact regarding contractual matters, including performance of services and the payment of all charges resulting from contract obligations. Medical Contractor will be totally responsible for all obligations outlined under this RFP.

## **Service Provider Qualifications**

All proposers, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions, and ordinances. In particular, and without limitation, all proposers must be licensed and permitted in accordance with the Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All proposers should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Proposal.

All vendors, contractors and grantees are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov).

**All proposers must provide proof of proper certification of authority, and any required registration, to transact business in this State, to perform work for the Baldwin County Commission. Proposer's Registration Number shall be provided on the Proposal Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division. LINK: [www.sos.alabama.gov/business-entities](http://www.sos.alabama.gov/business-entities)**

## **Facility and Population**

**The Baldwin County Corrections Center is a 654-bed facility located in Bay Minette, Alabama, the county seat of Baldwin County. The original facility was constructed in 1964, since then there has been expansions that have taken place in 1985, 1992 and 1996. The facility houses pre-trial inmates, federal inmates, convicted county inmates and work release inmates. We also contract as a holding facility for one local municipality and as a secondary holding facility for two other municipalities.**

**Our medical includes three observation rooms which is included in the total bed count. The Baldwin County Corrections Center intake area includes a medical post to accessed arrestees. Inmates are accessed/screened by docket staff using a medical questionnaire on arrival. The arrestees are referred to medical upon booking unless the pre-booking population prevents the initial assessment at the time of booking. Any inmates not accessed/ screened in docket, medical will meet with the inmates within 48 hours of their arrest once they are processed into the jail population.**

The medical services proposed will apply to inmates that are housed in the Corrections Center and included in the base population. The base population for proposal purposes shall be **587**.

### **I. Purpose**

The primary objective of the Inmate Medical Services contract is to provide cost effective medically

necessary services and maintain a level of quality in accordance with standards established by the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), National Institute for Jail Operations (NIJO)

The Agency is soliciting proposals to provide the comprehensive inmate medical services outlined in Section IV Scope of Services. Descriptions of these services included in this Request for Proposal are guidelines based upon national accreditation standards. **Medical Contractors** are encouraged to describe their approach to meeting each requirement based upon their understanding of ACA, NCCHC, and NIJO accreditation requirements. The Agency seeks creative responses. **Medical Contractors** are invited to submit variations from the specific requirements provided the level and quality of services are maintained. Such variations should be described as enhancements in the narrative response. Any variation or enhancements that require modification of general terms and conditions or additions to the base price proposed must be noted in Volume II, Business Proposal according to instructions in Section VIII Contract Price.

Specific objectives for the Inmate Medical Services contract include the following:

1. To design, establish and maximize the use of an on-site Medical Services program to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of minor medical conditions, reduction of offsite trips, and stabilization of urgent and emergency medical conditions).
2. To design and establish an on-site Dental Services program to meet the basic dental needs of inmates (e.g., initial assessment, extractions, examinations, and emergency treatment).
3. To establish an on-site Mental Health care system to meet the needs of the inmates; and
4. To establish an off-site Provider Network of hospitals, physicians, and other ancillary medical providers to provide medically necessary services to inmates when those services cannot be delivered at the Detention Facility.

**The successful bidder will negotiate in good faith with the Agency to formalize a contract for the inmate medical services.**

## **II. Scope of Services**

### **A. Onsite Inmate Medical Services**

The **Medical Contractor** will deliver cost effective care for inmates at the Detention Facility.

#### **1. Intake Screening**

A licensed or appropriately trained health care professional will perform an intake screening on incoming inmates upon admission to the Detention Facility. Individuals brought into the Detention Facility to be placed in custody must be medically cleared prior to booking. The screening will identify those individuals with medical conditions, dental needs, mental disorders, inmates in need of segregation or close supervision, and those with suicidal tendencies. Inmates will be booked and admitted into the Detention Facility 24 hours a day, seven days a week.

- a.** The **Medical Contractor** will implement a policy and procedure and forms to ensure

compliance with accreditation standards. Proposals will include a plan for completing the screening examinations. Attach a copy of the **Medical Contractor's** screening policy and form.

- b. When clinically indicated, there is an immediate referral to an appropriate health care service.
- c. Notation of the disposition of the inmate, such as immediate referral to an appropriate health care service, approval for placement in the general inmate population with later referral to an appropriate health care service, or approval for placement in the general inmate population.
- d. Immediate needs are identified and addressed, and potentially infectious inmates are isolated.
- e. Screening for tuberculosis disease is completed.
- f. The **Medical Contractor** shall work in conjunction with the Detention Facility's classification staff to provide for appropriate inmate placement, such as the following:
  - (1) Placement in the general inmate population.
  - (2) Placement in the general inmate population and referral to the appropriate health care service at the Detention Facility.
  - (3) Immediate referral to a physician or physician's assistant when indicated; and
  - (4) Referral to an appropriate off-site preferred provider/facility for emergency treatment.

Detention Facility staff will be notified if an inmate refuses any aspect of the intake screening, and the inmate will be recommended for placement in special confinement and segregated from the general population.

## **2. Transfer Screening** (for facilities with contracted beds to other correctional agencies)

A transfer screening will be performed by qualified health care professionals on all transfers within 12 hours of arrival to ensure continuity of care. Notification provided by Detention Facility administration to the **Medical Contractor** prior to arrival of transfers will facilitate completion in a timely manner.

## **3. Health Assessment**

**Medical Contractor** will establish policies and procedures for inmate health assessments, which shall be subject to review and comment by the Sheriff or designee.

A licensed physician, mid-level provider or an appropriately trained registered nurse will complete health assessments within forty-eight (48) hours of the inmate booking and physical placement into the Detention Facility.

- a. The health assessment should be comprehensive, meeting accreditation standards. The **Medical Contractor** will outline a plan for completing assessments and attach a proposed policy and assessment form.
- b. The health assessment process will also include a tuberculin screening and follow-up

PPD skin test if indicated.

#### **4. Inmate Requests for Health Care Services**

The **Medical Contractor** will establish policies and procedures for handling and responding to inmate requests for health care services. **Medical Contractor** policies and procedures shall be subject to review and comment by the Sheriff or designee.

Inmates will have the opportunity to request health care services daily. Inmates may request services orally or in writing. Health care personnel will review the requests and determine the appropriate course of action to be taken to include immediate intervention or scheduling for nursing sick call or a provider evaluation.

#### **5. Assessment Protocols**

The **Medical Contractor** will establish assessment protocols to facilitate the sick call process. The assessment protocols will be appropriate for the level of skill and preparation of the nursing personnel who will carry them out. The assessment protocols will be in compliance with relevant state professional standards or nurse practice acts and will be approved by the health authority.

#### **6. Segregation Rounds**

Qualified health personnel will perform rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmate's health status and to ensure access to health care services, a minimum of three times a week. A record of the segregation rounds will be maintained, and all clinical encounters will be noted in the inmate's health record.

#### **7. Women's Preventive Health Care**

The **Medical Contractor** will be responsible for the provision of medically necessary health services to the female inmate population to include, at a minimum, the following:

- a. Sexually transmitted disease screening for syphilis, gonorrhea, and chlamydia.
- b. Annual pap smear testing as if needed.
- c. Mammograms, as determined necessary by age, medical history, or examination.

The **Medical Contractor** will establish policies and procedures specific to the health care of pregnant inmates, which will include, at a minimum, the following:

- a. Pre-natal care, including regular monitoring by an obstetrician.
- b. Provision of appropriate vitamins and dietary needs; and
- c. Identification and management of high-risk pregnancies, including appropriate referrals.

The **Medical Contractor** will not be responsible for fetus care or care after birth to the baby.

However, an after-care plan will be developed for the mother prior to delivery.

## 8. Infirmary Care

Infirmary care will be provided to meet the needs of the inmate population. The current infirmary is located inside of the facility and consists of 3 beds. These are negative air pressure rooms. Medical will work with security staff to determine the appropriate housing of inmates in this area.

## 9. Infectious Disease

The **Medical Contractor** shall establish policy and procedures for the care and handling of inmates diagnosed with infectious disease, chronic illnesses, and other special health care needs.

The **Medical Contractor** will provide an infection control program that focuses on surveillance, prevention, treatment, and reporting. In addition to procedures generic to "infectious diseases," disease specific programs will be established to include:

- a. **CoVid-19** – The **Medical Contractor** will administer, at a minimum, a rapid CoVid-19 test to all incoming inmates. The Medical Contractor will develop a CoVid-19 surveillance, treatment, and monitoring program consistent with community standards.

If an inmate tests positive for CoVid-19 or any of its variants, the **Medical Contractor** shall immediately enact proper medical protocols as prescribed by the Centers for Disease Control (CDC), notify the Shift Supervisor so that appropriate housing can be determined and notify the Commander of Corrections or his/her designee.

A weekly report to the Commander of Corrections and/or his/her designee shall be generated to reflect the current number of active CoVid-19 cases at the Center.

- b. **Tuberculosis** – The **Medical Contractor** will develop a TB surveillance, treatment, and monitoring program consistent with community standards.

If an inmate tests positive for a PPD test, the inmate shall be scheduled for and receive a chest x-ray, with appropriate follow-up and care, including isolation, if required.

- c. **HIV/AIDS** – HIV testing and counseling will be done on a confidential basis to inmates after being incarcerated for 72 hours.

A physician will evaluate inmates identified as having HIV disease. HIV inmates will have access to infectious disease specialists and HIV medications as determined medically necessary.

A committee (quality improvement) is responsible for the infectious control program (positive PPD, TB, hepatitis, etc.) in accordance with the standards established by the National Commission on Correctional Health Care (NCCCHC), the American Correctional Association (ACA) and National Institute for Jail Operations (NIJO).

## 10. Chronic Illness and Special Needs

The **Medical Contractor** will establish a plan for the identification, treatment, and monitoring of inmates with chronic illnesses and special health care needs. Upon identification of an inmate with a special health care need, the inmate will be referred to the contractor's Health Care Provider. The Health Care Provider will establish a special needs treatment plan to guide the care of inmates with special medical needs.

### **11. Onsite Specialty Services**

The **Medical Contractor** will provide onsite specialty clinics, if deemed necessary, whenever feasible to reduce the volume and duration of offsite services.

### **12. Emergency Services**

The **Medical Contractor** will establish policies and procedures to address emergency situations. The emergency policies will provide for immediate response by the health staff to stabilize the inmate. Emergency services to include first aid and cardiopulmonary resuscitation services will be provided on-site.

The **Medical Contractor** will establish and maintain contracts with area providers for emergency services to include transportation to an off-site emergency department.

The **Medical Contractor** will report emergency transfers to the Sheriff and/or his/her designee. The report should indicate, at a minimum:

- Inmate name and identification number.
- The date and time the emergency service was requested.
- The date and time the emergency service was initiated.
- The nature of the emergency.
- The date and time the inmate left the facility; and
- The current and final disposition.

### **13. Emergency Response Plan**

The **Medical Contractor** will establish policies and procedures to address the health aspects of the emergency response plan. The related policies and procedures will be approved by the Sheriff or designee and include:

- Responsibilities of health staff.
- Procedures for triage.
- Predetermination of the site for care.
- Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances).
- Procedures for evacuating patients.
- Alternate backups for each of the plan's elements.
- Respond to all medical codes called in the facility; and
- Provide 24-hour coverage during any disaster situation

The health aspects of the emergency plan will be tested or drilled, as required by NCCHC, ACA, or NIJO standards. These drills will be observed and critiqued in a written report.

## 14. Medication Management

The **Medical Contractor** will provide a pharmaceutical program in accordance with federal, state, and local laws to meet the needs of the inmate population. Medications shall be administered to inmates as prescribed. Appropriately trained health care personnel will administer medications and the administration of each dose will be documented. The program will also include guidelines for administering medications to those inmates scheduled to be temporarily out of the Detention Facility (e.g., for court appearances). The **Medical Contractor**'s pharmaceutical program will address, at a minimum, the following:

- a. Medication ordering process.
- b. Medication administration systems to include Direct Observed Therapy (DOT) and Keep-on-Person (KOP) programs for inhalers and other medication approved by Sheriff or designee. Prescribed narcotics will be reviewed on a case-by-case basis by medical staff and the Sheriff or designee.
- c. Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician.
- d. Documentation of inmate education addressing potential medication side effects.
- e. Documentation of medication administration to inmates utilizing the medication administration record.
- f. Documentation of an inmate's refusal to take the prescribed medication.
- g. Requirements for physician evaluations prior to the renewal of medication orders to include psychotropic medications. The re-evaluation will be documented in the inmate's health record.

Medications will be maintained under proper conditions and in a secure area. A log indicating the use of stock medications will be maintained. The **Medical Contractor** shall provide policies and procedures for the removal and disposal of all outdated, unneeded, or surplus medications without jeopardizing the security of the center.

## 15. Laboratory Services

The **Medical Contractor** will ensure the availability of laboratory studies as determined necessary. Routine and Stat laboratory specimens will be processed, and written reports will be provided in a timely manner. A **Medical Contractor** will review test results with abnormal findings.

The **Medical Contractor** will provide equipment and supplies to perform on-site laboratory testing as required by NCCHC, ACA, NIJO standards.

## 16. Radiological Services

The **Medical Contractor** will ensure access to radiological studies as determined necessary. Routine and Stat radiology services will be processed, and written reports will be provided in

a timely manner. A board certified or board eligible radiologist will interpret test results.

## **17. Mental Health Services**

The **Medical Contractor** is responsible for providing inmates with necessary mental health services. The mental health program shall include screening, referral, diagnosis, and treatment of mental health conditions. Qualified Mental Health Professionals or Mental Health staff will conduct an initial mental health screening within forty-eight (48) hours of admission. Inmates with positive screens will be referred to the Qualified Mental Health Professional for further evaluation within seven (7) days of referral.

A licensed psychiatrist will be on-call 24 hours per day, seven days per week. A full-time licensed mental health professional shall provide on-site assessments of inmates with clinical symptoms on a weekly basis. An additional licensed mental health practitioner capable of prescribing mental health medications should be on-site a minimum of twice a week to provide on-site assessments and treatment of inmates with clinical symptoms of a mental illness.

Health care staff will be trained on the identification and treatment of inmates who are at risk for suicidal and/or homicidal acts. Detailed policies and procedures will be in place for both the on-site treatment of such inmates and for referrals to the mental health preferred provider when medically necessary for continued treatment.

## **18. Health Records Management**

The **Medical Contractor** will establish policies and procedures addressing the health record format and documentation requirements. The **Medical Contractor** will ensure that health records are maintained in a standardized format in accordance with prevailing medical regulations for confidentiality, retention, and access. A problem-oriented health record format will be utilized.

A health record will be established for each inmate who receives care beyond the initial intake screening.

The **Medical Contractor** will be responsible during the term of the contract for the storage and retention of health records in compliance with mandated statutes of the State of Alabama.

The proposal will include a provision for a full-service electronic medical record (EMR) designed specifically for corrections. Such EMR cannot be a proprietary system owned or otherwise controlled by the vendor and must be HIPAA compliant and capable of interfacing with the County's Jail Management System, Commissary provider and current EMR software.

## **19. Nutritional Services**

The **Medical Contractor** will be responsible for cooperating with the established food service program to ensure the provision of medically necessary diets. The following diets may be ordered from food service: (The following list should be changed to reflect the special medical diets available at the Detention Facility.) Any claims to food allergies will be verified before a special diet is order. The Doctor/Physician must order the special diet and it be approved by the Sheriff or his/her designee.



- Mechanical soft
- Low sodium
- ADA Diabetic
- Full liquid
- Clear liquid
- Pregnancy Diet

## 20. Inmate Complaint/Grievance Procedure

The **Medical Contractor** will establish policies and procedures that address the handling of inmate complaints related to health services to include a process for appeals.

The **Medical Contractor** will be given access to the Detention Facility Grievance Software which will be used to answer grievances and for tracking of complaints from receipt to resolution. The **Medical Contractor** shall initiate its response to grievances within 72 hours of receipt.

The **Medical Contractor** will generate and provide to the Sheriff or designee a monthly report of complaints received. The reports should include, at a minimum, inmate name and identification number, date the complaint was received, complaint description, date of response, and a brief description of the resolution.

## 21. Inmate Co-Payment Processing Procedures

The **Medical Contractor** will participate and track the inmate co-pay program. The inmate fees collected will be for the use of the Detention Facility not the **Medical Contractor**. The **Medical Contractor** will not collect or handle any inmate funds.

## 22. Dental Care

Dental care will be provided under the direction and supervision of a licensed dentist.

The **Medical Contractor** will provide dental treatment based on a list of dental priorities and not limited to extractions when the health of the inmate would otherwise be adversely affected as determined by the dentist.

The **Medical Contractor** will provide inmates with an oral screening by dentist-trained staff within thirty (30) days of admission, to include dental education and oral hygiene instruction. A dentist will perform an oral examination within one (1) year of admission.

The dental clinic will be staffed and operated on a set schedule and for enough hours as indicated in the staffing plan included in this document. The **Medical Contractor** should specify the number of hours in the response to this proposal if different from the staffing plan.

## 23. Orthoses, Prostheses and Other Aids to Impairment

The **Medical Contractor** will provide medical and dental orthoses or prostheses and other aids to impairment when the health of the inmate would be adversely affected, as determined by the **Medical Contractor** Medical Director. All costs associated with the provision of these will be included in the annual aggregate cap.

## 24. Discharge Planning

The **Medical Contractor** will provide discharge planning services that include the arrangement for a three (3) day supply of current medications when advance notice will allow. Patients receiving psychotropic or HIV medications will be issued up to a 30-day supply. A Discharge Planning program shall be implemented for patients with chronic medical or mental health diagnoses, which will include arrangements with or referrals to community providers. Whenever possible, advance notification will be provided by the facility to assure compliance.

## **25. Quality Improvement**

The **Medical Contractor** will implement a continuous quality improvement (CQI) program. The CQI program will be utilized to evaluate the health care program on a continual basis for quality, appropriateness, and continuity of care. A CQI committee shall be formed by the health authority. The committee will be responsible for implementation of the CQI program and will meet at least quarterly. Written records will be kept of all CQI activities.

The **Medical Contractor** shall actively seek out opportunities for program improvement based on CQI outcomes.

## **26. Onsite Services for Detention Facility Staff**

The **Medical Contractor** will provide the following medical services for Detention Facility Staff:

- Annual tuberculin skin testing and referral as appropriate; and
- Emergency intervention for on-site injuries.

The **Medical Contractor** will not be responsible for the provision of routine health services to Correctional Facility staff. However, health staff will provide on-site emergency intervention for staff, inmates, and visitors when necessary.

## **B. Offsite Medical Services**

The Medical Contractor will deliver comprehensive medical services including medical specialty consultations, outpatient treatment, and hospitalization by coordinating care with community based medical providers and hospitals.

### **1. Provider Network**

The **Medical Contractor** will develop an offsite Provider Network, local, when possible, to provide medically necessary services, which cannot be reasonably provided at the Detention Facility. At a minimum, the following providers are essential to ensuring comprehensive health care:

- a. A general hospital facility to provide treatment for those inmates requiring inpatient hospitalization, emergency department services, mental health care, and outpatient (diagnostic and treatment) services.
- b. A tertiary care hospital facility for treatment of those inmates requiring specialty hospital services not typically provided by community general hospitals.
- c. Individual practitioners and/or group specialty physician practices to provide

specialty consultations in a wide range of medical specialties to ensure access to medically necessary services

- d. Community health and mental health providers to promote continuity of care and consistency with community standards of care.

## 2. Provider Agreements

To the extent possible, the **Medical Contractor** will secure written agreements with medical and health service providers. Evidence that the **Medical Contractor** has the capacity to develop networks including descriptions of existing networks and letters from providers may be included with proposals.

## 3. Coordination of Services

The **Medical Contractor** will establish policies and procedures for referring inmates to specialty care providers when determined necessary by the **Medical Contractor's** Health Care Provider.

- a. The **Medical Contractor** will coordinate arrangements for off-site care with the appropriate Detention Facility staff for the transportation of inmates.
- b. The **Medical Provider** shall generate and complete an appropriate Request for Consultation form for inmates who require specialty care services. This completed form will accompany the inmate during transport from the Detention Facility to a provider for treatment.
- c. The **Medical Contractor's** Provider is responsible for supplying the Offsite Provider with necessary medical information, as well as any relevant health plan and payer information collected about the inmate.
- d. Each off-site referral will result in a legible consultation/treatment report from the Offsite Provider to be filed in the inmate's medical record. The **Medical Contractor's** Provider will review the consultant report. This legible report will contain:
  - Reason for consult.
  - Appropriate exam/lab findings.
  - Diagnosis.
  - Treatment plan(s); and
  - Follow-up appointment (if necessary).
- e. Recommendations involving any special procedures or non-routine follow-up will be communicated between the Provider and the appropriate on-site Health Care Provider.

## 4. Utilization Management

- a. The **Medical Contractor** will be responsible for determining the medical necessity of off-site medical services

- b. The **Medical Contractor** will establish a utilization management program for the review and analysis of off-site referrals to preferred providers, including sub-specialty and inpatient stays. The program will include non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program will demonstrate that the use of off-site services has been appropriate (medically indicated), and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

## 5. Offsite Statistical Reports

The **Medical Contractor** will generate and provide the Sheriff or designee a monthly report of specialty care referrals. The report should indicate, at a minimum:

- Date and time the initial medical and/or after-hours medical request were received.
- Inmate name and identification number.
- Date and time of examination by a physician.
- Date and time the referral was made; and
- Current and final disposition.

## III. Staffing and Human Resources

### A. Staff and Schedule

The **Medical Contractor** will provide sufficient staff, schedules and human resources support to maintain stable and productive staffing and management onsite to provide the specified inmate medical services while meeting national standards.

The **Medical Contractor** will propose sufficient staff in a Staffing Plan including at least the positions and shift assignments shown on the minimum staffing schedule included in this Request for Proposal.

Modifications to the minimum staffing level will be considered. The **Medical Contractor** will include a rationale for the proposed staffing for each position for which there is a difference. The rationale will include an explanation of the cost/benefit of the staffing proposal. To facilitate comparison of proposals, the **Medical Contractor** will provide a price for the minimum staffing and the proposal price for the recommended staffing.

The Staffing Plan and schedule will ensure that the following conditions are met:

1. A physician is on-call 24 hours per day, seven days per week.
2. Hours worked by health personnel shall be spent on-site at the Detention Facility, except as otherwise authorized by the Detention Facility.
3. Contractual employees shall be required to comply with sign-in and sign-out procedures as set forth by the Detention Facility as well as requirements to always wear an identification badge at the facility.

4. Records of hours worked, and the staff schedule will be available, upon request, to the Facility Administrator for review.

## **B. Recruitment**

The **Medical Contractor** will demonstrate that it has proven recruitment capabilities for necessary medical personnel.

### **1. Recruitment Resources and Plan**

The **Medical Contractor** will describe its resources and approach to recruiting for all staff.

### **2. Onsite Medical Leadership and Management**

The **Medical Contractor** will demonstrate ability to provide experienced and qualified leadership in key onsite positions by defining required experience, describing performance in similar facilities, and outlining plans to maintain leadership in place continuously. Key positions, for this proposal are listed below:

- a. Health Systems Administrator
- b. Medical Director / Onsite Primary Care Physician
- c. Director of Nurses / Charge Nurse
- d. Director of Mental Health Services

## **C. Hiring and Credentials**

The **Medical Contractor** will employ only licensed and qualified staff with all contracted Health Care Providers meeting licensure or certification requirements in their health care professions. The **Medical Contractor** will:

1. Require candidates to visit the Detention Facility for an interview or to visit the facility prior to offering the selected candidate a position.
2. Interview staff candidates with special focus on technical expertise, employment history, and motivation.
3. Provide current medical staff an opportunity to apply for continued employment under the new contract.
4. Complete a credentialing process, consistent with community standards for each licensed health care professional. A copy of the application, credentialing verification documents, complete work history, license, and degree will be maintained on file. The Correctional Facility Administrator will have access to this information upon request.
5. Require personnel to pass a background investigation conducted by and at the expense of the Agency as a requisite for initial and/or continued employment. Rejection of any job applicant by the Detention Facility will be final. Background investigations will be completed within a reasonable timeframe.
6. Ensure that medical personnel will comply with current and future county, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and the

policies and procedures of the Detention Facility.

7. Ensure that health care personnel are trained and certified in Basic Life Support-Cardiopulmonary Resuscitation (BLS-CPR) with re-certification provided as required by the regulatory body.
8. All employees of the **Medical Contractor**, including full time, part time, and agency staff will be required to complete in-house security training provided by the Baldwin County Sheriff's Corrections Center within fourteen (14) days of their start date or remedial training if indicated. Failing to complete this mandatory training may cause their access to the facility to be retracted.

#### **D. New Employee Orientation**

The **Medical Contractor** is responsible for ensuring that new health care employees are provided with an orientation addressing the policies, procedures, and practices of the on-site health care program. Orientation regarding other facility operations will be the responsibility of the Detention Facility.

#### **E. Ongoing In-Service Training**

The **Medical Contractor** will provide annual in-service training for qualified health services personnel as required by NCCHC and ACA standards. In-service training hours and subject matter will be consistent with accreditation requirements.

#### **F. Position Descriptions**

The **Medical Contractor** will provide a written position description for each member of the health care staff. The job description will delineate the employee assigned responsibilities and will meet requirements of the American Disabilities Act.

#### **G. Performance Appraisals**

The **Medical Contractor** will monitor the performance of health care staff to ensure adequate job performance, in accordance with position descriptions. Contracted management staff shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable laws.

#### **H. Administrative Procedures**

The **Medical Contractor's** management staff (e.g., Project Manager/HSA, Medical Director, and Director of Nursing) shall represent the health unit in discussions with local civic groups or visiting officials as mutually agreed upon by the **Medical Contractor** and the Detention Facility Administrator.

#### **I. Security**

**Medical Contractor** personnel are subject to the security regulations and procedures of the Detention Facility. **Medical Contractor** personnel are subject to removal from facility at any time for security reasons as determined by the Detention Facility Administrator or his/her designee. Medical Contractor personnel shall not perform any actions that jeopardizes the security and safety of the

facility. Medical Contractor personnel will report directly to the chain of command provided at the time the contract was awarded. Medical personnel will monitor tasks to comply with the center policies.

#### **J. Training and Information for Detention Staff**

The **Medical Contractor** will provide detention personnel with ongoing structured health education as well as health information to include infectious disease, mental health issues, management of emergency situations and other topics required by NCCHC standards, ACA, NIJO standards, and other applicable standards. Medical staff will be present when OC Spray and Taser training is being done. Medical Contractor personnel are required to attend security training provided by the detention center upon hire and yearly as In-service training.

### **IV. Contract Administration**

The **Medical Contractor** will provide expert management and resources to support the inmate medical services program and to maintain full compliance with the Request for Proposal and negotiated final contract.

#### **A. Management Plan**

The **Medical Contractor** will propose a management plan to demonstrate the capability to supervise and monitor the on-site program at the Detention Facility. The management plan will include:

1. A description of corporate resources planned to support the onsite medical services managers and staff.
2. A description of the **Medical Contractor's** approach to implementing the proposed contract services during the Transition Period.
3. The assignment of regional management and designated contract representative with outline or organization chart showing lines of communication and reporting.
4. A program of on-going contract operations reviews and program evaluation.

#### **B. Clinical Program Implementation**

The **Medical Contractor** will demonstrate the ability to prepare and implement protocols, policies, and procedures that comply with NCCHC, ACA, NIJO standards and requirements set forth herein.

#### **C. Cost Containment**

##### **1. Aggregate Caps**

- a. The **Medical Contractor** shall clearly set forth an annual limit on offsite liability, including all services provided outside of the detention facility and emergency transportation. This annual limit shall be an amount sufficient to cover all offsite care.
- b. The **Medical Contractor** shall also set forth an annual limit on pharmacy costs. This annual limit shall be an amount sufficient to cover all pharmacy costs.

- c. For each of these limits, the **Medical Contractor** must propose how to handle any amounts incurred above this annual limit.
- d. Should annually costs for Offsite and/or Pharmacy fall below the annual limits, The **Medical Contractor** will refund these savings.

## 2. Cost Reports

The **Medical Contractor** will report monthly on costs incurred for offsite and pharmacy expenses applicable to the annual caps to the Sheriff and Director of Finance.

## D. Statistical and Management Reporting

The **Medical Contractor** will compile monthly statistical utilization reports of services provided, which are to be used to create quarterly service reports to the Sheriff or designee. The **Medical Contractor** will describe the methods to be used in implementing a management information system for collecting and analyzing trends in the utilization of the medical services provided. The **Medical Contractor** will provide an annual contract summary report to the Sheriff and Director of Finance.

## E. Hazardous Waste Management

The **Medical Contractor** will be responsible for the removal and disposal of medically generated hazardous and pharmaceutical waste materials. Removal and disposal will be in accordance with applicable local, county, and federal rules, regulations, and codes.

## F. Insurance

Upon award of this contract, entry into a contract is expressly conditioned upon the **Medical Contractor** obtaining certificates of insurance indicating that the insurance requirements below listed are in force.

### 1. Indemnity and Hold Harmless Agreement

To the fuller extent allowed by law, the Provider shall indemnify, defend and hold the County, the Baldwin County Sheriff's Office, Commissioners, Officers, and their affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services pursuant to this Contract, or any act or omission, by Provider or its affiliates, employees, agents, subcontractors or representatives. Provider shall provide the COUNTY with proof of the insurance coverage required herein, including without limitation, general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

### 2. Instructions

The **Medical Contractor** shall not commence work under this contract until the **Medical Contractor** has obtained all insurance required under this section and such insurance has



been approved by the Agency or representative, nor shall the **Medical Contractor** allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall have the County, the Baldwin County Sheriff's Office and the Detention Facility named as "Additional Named Insures" for the proposed work.

### 3. **Workers' Compensation Insurance and Employer's Liability Insurance**

The **Medical Contractor** shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in Baldwin County and in all counties covering all the **Medical Contractor's** employees, and in the case of any work sublet, the **Medical Contractor** shall require the **Medical Contractor's** subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees.

### 4. **Commercial General Liability Insurance**

The **Medical Contractor** shall maintain during the life of this contract such Commercial General Liability Insurance as shall protect the **Medical Contractor** against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under this contract whether such operations be by the **Medical Contractor** or by any subcontractor. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

Each Occurrence:	\$1,000,000
General Aggregate:	2,000,000

### 5. **Professional Liability Insurance**

The **Medical Contractor** shall maintain, during the life of this contract, such Professional Liability Insurance as shall protect the **Medical Contractor** against claims for damages resulting from medical incidents, which may arise from operations under this contract, whether such operations are by the Medical Provider or the **Medical Contractor** staff. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

Each Incident:	\$1,000,000
Aggregate:	3,000,000

### 6. **Certificate of Insurance**

The **Medical Contractor** shall furnish the Baldwin County Commission with a copy of the certificate(s) of insurance evidencing policies required in Number's 3, 4, and 5 listed above. The **Medical Contractor** shall give the Baldwin County Commission at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the **Medical Provider** shall furnish a certificate of insurance evidencing renewal of such coverage to the Baldwin County Commission. The certificates of insurance shall clearly show this contract number.

### 7. **Subcontractor's Insurance**

The **Medical Contractor** shall require each subcontractor to take out and maintain during the life of the subcontract the same insurance coverage required under Section F, Paragraphs 3, 4, and 5 above, including the extensions of coverage required under those paragraphs. The Baldwin County Commission depending on the particular service being performed by the subcontractor may grant exceptions. Each subcontractor shall furnish to the **Medical Contractor** two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph 6 above. The **Medical Contractor** shall furnish one copy of the certificate to the Baldwin County Commission.

## G. Other Terms and Conditions

The **Medical Contractor** will confirm its acceptance of the following general terms and conditions:

### 1. Contract Period

The **Medical Contractor** shall furnish labor, materials, and supplies necessary to provide complete health services to inmates, as per the accepted proposal and subject to the execution of a contract with terms and conditions deemed necessary by the Agency. It is the intent of the Baldwin County Commission to award this contract for a thirty-six (36) month period. This Contract shall be effective and commence immediately upon the same date as its full execution.

### 2. Termination of Contract

The Agency will have the authority to submit a written recommendation to terminate the contract for default to include unreasonable nonperformance. This recommendation shall be supported through specific documented instances. The **Medical Contractor** will be provided with an opportunity to cure the conditions within a specified and reasonable time period if cured, no termination shall occur.

Either party shall have the option to terminate the contract without cause based upon sixty (60) days written notice.

### 3. Penalties

Beginning after 90 days from the Start Date of the contract, the **Medical Contractor** will be assessed penalties according to a negotiated schedule. Penalties will directly relate to essential services and will be applied when such services are not provided within timeframes defined by accreditation standards. Examples of essential services include intake screenings, history and physicals, chronic care clinics, and medication administration.

All medical claims that have a negotiated contract in place must be processed by the **Medical Contractor** within thirty (30) days of receipt of the claim and returned to the County for payment.

Penalties will not be assessed when failure is the result of conditions beyond the **Medical Contractor's** control including such conditions as physical plant limitations, strikes or labor disputes, inmate disturbances, and restricted access to inmates.

#### 4. Non-Discrimination

The **Medical Contractor** will agree to comply with the policies of the Detention Facility and all applicable federal, state, and local laws, rules, and regulations whereby discrimination is prohibited on the grounds of race, religion, color, sex, age, national origin, or disability.

### V. Contractor Qualifications and Experience

The **Medical Contractor** will be an experienced provider of comprehensive inmate medical services including all the specified services under all inclusive contracts with correctional agencies.

#### A. Minimum Qualifications

The **Medical Contractor** will meet the following minimum requirements to be considered for award of this contract.

1. The **Medical Contractor** will be organized for the primary purpose of providing correctional health services.
2. The **Medical Contractor** will have a minimum of five years of medical correctional health care experience or demonstrated equivalent experience.
3. The **Medical Contractor** will have demonstrated experience managing two correctional facilities with an average daily population of 1,000 or more for at least three years.

#### B. Summary of Experience

1. The proposal shall describe the respondent's past performance and effectiveness in similar work as it relates to the requirements to be provided for in this contract. The respondent shall describe its experience in providing and supporting the delivery of quality services for the requirements of this contract over an extended period of time.
2. The proposal shall include a list of all current clients including contact names, mailing address, telephone number and email addresses.
3. The proposal shall include a list of all former clients including contact names, mailing address, telephone number and email addresses. This list shall indicate whether the **Medical Contractor** or the Contracting Agency terminated the contract and the reason for the termination.
4. The proposal shall include a detailed list provide a detailed list of any fines or penalties (excluding contractual liquidated damages) the **Medical Contractor** has had to pay to state, local, or federal agencies, or shareholders.
5. The proposal shall include a description of all instances in the past five years in which the **Medical Contractor** has requested additional money beyond what was agreed to in the initial contract. This does not pertain to routine contract renewals or extensions, but rather any instances in which the **Medical Contractor** requested an adjustment to its original bid after it started operating the contract.

6. The proposal shall include a brief description of the **Medical Contractor's** approach to client acquisition and retention including a list of all new clients added in the past two years.

### C. Key Medical Services Staff

The **Medical Contractor** will submit a list consisting of the names, title, and qualifications of key medical services staff as it applies to the offer. The list may include corporate executive management with responsibilities related to the proposed contract, individuals assigned to organize and implement the inmate medical services, and candidates to assume onsite positions, if available. The **Medical Contractor** shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.

### D. Litigation History

1. The **Medical Contractor** shall submit a listing of all litigation filed against the company closed and pending relating to inmate health services, problems, or disputes over the firm's performance on contracts or projects held during the last five years, specifying the jurisdiction of the case, (i.e., state, or federal) and individual or class action. Cases should be separated by type of litigation, i.e., tort malpractice, federal civil rights violation cases, or related to contract terms, termination, breach, or failure to perform. Indicate the status of each case, i.e., active, dismissed, or settled.
2. The **Medical Contractor** shall also provide a comprehensive description, including outcome, of any jails, prisons, counties, states, clients, former clients, employees/agents of clients, and competitors that the proposer has sued. Failure to disclose such terminations may be grounds for Agency to reject the proposal and eliminate it from further consideration.
3. List all contracts terminated early by the **Medical Contractor**. Explain each early termination.
4. List all contracts cancelled in the last 4 years by the **Medical Contractor** and provide an explanation for each.
5. List all **Medical Contractor** contracts in the last 4 years that were cancelled or terminated early by any government agency or private correctional company and provide an explanation for each.

### E. Subcontractors

If subcontracting is to be used:

1. The **Medical Contractor** shall submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract. The respondent shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.
2. The **Medical Contractor** shall describe the proposed subcontractor's past performance and effectiveness in similar work. The respondent shall submit a list of the types of similar work performed by the subcontractor(s) within the last three (3) years. The respondent shall submit

references, government and/or private sector, which can provide knowledgeable input about prior performance.

**VI. Price**

The price shall include the furnishing of all professional services, labor, supplies, insurances, licenses and applicable taxes necessary or proper for completion of the scope of work as described herein, based on present statutes, law and standards of care.

**Population:** To assist with the determination of a proposed contract price, population statistics and projections are as follows:

**Actual Average Daily Population 587 over a three-year period**

Bidders shall use the following annual population projections to determine the base annual contract price:

Contract Year	Base ADP	Population by Demographics			
		Male	Female	Juvenile	Federal / City / State
01/01/19 to 12/31/19	595	493	102		Fed – 113 / City – 8 State - 474
01/01/20 to 12/31/20	542	449	92	1	Fed – 96 / City – 5 State - 441
01/01/21 to 12/31/21	623	524	99		Fed – 86 / City – 4 State - 533

The **Medical Contractor** may propose a per diem rate of reimbursement for providing services to inmate populations whose monthly average is above the established base population.

**Format:** The price should be submitted in accordance with the table presented below.

Contract Period	Monthly Cost ADP = #	Annual Cost ADP = #	Per Diem for Monthly ADP above #
Year One	\$	\$	\$
Year Two	\$	\$	\$
Year Three	\$	\$	\$

## Medical Equipment and Furnishings

The Agency owns the existing medical equipment and office furnishings. If additional equipment or furnishings with a value of \$250 or more is required during the term of the contract, a written list of equipment and justification of need should be forwarded to the Sheriff and Director of Finance for consideration and processing. If the proposer determines that additional equipment will be required prior to start-up, that list shall be included as part of the proposal.

The provision of Equipment and Furnishings with a purchase cost of less than \$250 will be the responsibility of the proposer. Upon contract termination, equipment purchased by the proposer will become the property of the Agency.

## VII. Evaluation of Proposals Submitted

The criteria used for objectively evaluating each proposal and determining the selection committee's recommended award will include the following:

- A. The extent to which the proposed medical health care services meet the Detention Facility's current and expected requirements as specified in the Request for Proposal.

The extent to which the proposed services meet the guidelines prescribed by the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), the American Medical Association (AMA), National Institute for Jail Operations (NIJO) and any other applicable local, county, or federal guidelines, rules, regulations, code, and/or laws.

- B. The extent to which the proposal meets all other RFP requirements specified herein.
- C. References from current and former clients/customers.
- D. Qualifications, expertise, and experience in providing the required services.
- E. The qualifications, expertise, and experience of the professionals proposed by the Medical Contractor to subcontract to provide services.
- F. Any other pertinent criteria as determined by the Detention Facility Administrator, as designated by the Sheriff, and the Agency; and
- G. Cost.

The **Baldwin County Regional Juvenile Detention Center (JDC)** is a 30-bed facility located in Bay Minette, Alabama. The facility was opened June 2, 1992, and houses juveniles who are awaiting adjudication or have been adjudicated and are awaiting placement to a state program.

The **Medical Contractor** shall provide for the delivery of a professional physician and related healthcare services to the JUVENILES under the custody and control of the Baldwin County Juvenile Detention Center according to the terms and conditions that follow:

## VIII. Scope of Services

**A. PRIMARY CARE**

The **Medical Contractor** shall provide primary healthcare services for all persons committed to the custody of the Juvenile Detention Center, the responsibility for medical care of a JUVENILE commences with the physical placement of the JUVENILE at the Juvenile Detention Center. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 7 days from intake for a juvenile, absent extraordinary circumstances. All physician sick calls, admission exams, screenings, physical assessments, and all other primary medical services shall be conducted on-site, at the Juvenile Detention Center for JUVENILES.

**B. STAFFING**

The **Medical Contractor** shall provide the staffing coverage necessary for the rendering of primary healthcare services to the JUVENILES at the Juvenile Detention Center. Services hereunder shall be licensed, certified, or registered, as appropriate under Alabama law, in their respective areas of practice. maintain copies of all continuing education and licensure requirements for personnel. All personnel shall be subject to a background check by the COUNTY, and will be required to follow the Center's rules and policies regarding security and safety in the Juvenile Detention Center.

**C. PHYSICIAN/MEDICAL DIRECTOR**

A Physician will visit the Juvenile Detention Center when needed. A physician will be available by telephone to the JDC 's administrative staff and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on HOLIDAYS, coverage may be provided by phone only. Substitute physician visits with visits by a MID-LEVEL PRACTITIONER, if appropriate and prudent in the medical opinion of the physician, and if compliant with applicable laws and professional standards. The physician will be designated as the Juvenile Detention Center's "Medical Director". The **Medical Directors** shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, at the Juvenile Detention Center.

**D. HEALTH SERVICES ADMINISTRATOR.**

Health Services Administrator ("HSA"), who shall be a Registered Nurse (RN), who shall be responsible for management of the day-to-day operations of the medical unit at the Juvenile Detention Center.

**E. NURSING**

The **Medical Contractor** shall provide on-site nursing coverage, consisting of both Registered Nurses ("RN") and Licensed Practical Nurses ("LPN") at the Juvenile Detention Center as often and for periods of time sufficient to accomplish the objectives. The schedule of nursing coverage to be determined at the Juvenile Detention Center, to review nursing hours periodically to ensure the objectives are being met.

**F. MENTAL HEALTH PROFESSIONALS**

The **Medical Contractor** shall provide mental health professionals, such as psychiatric

services, counselors, and other mental health professionals.

**G. CARE REPORTS**

The **Medical Contractor** shall provide reports and meet regularly with the COUNTY, or designee, concerning the overall operation of the healthcare services program and the general health of the JUVENILES at the Juvenile Detention Center.

**H. DISPOSABLE MEDICAL SUPPLIES**

The **Medical Contractors** shall provide for JUVENILES' disposable medical supplies intended for one-time use.

**I. HEALTH EDUCATION**

The **Medical Contractor shall** provide health education materials to the COUNTY for JUVENILE education. also provide, upon request, annual CPR/first aid, suicide prevention, and other training for staff of the Juvenile Detention Center, as requested by the COUNTY.

**J. HEALTH EVALUATIONS**

The **Medical Contractor** shall provide for JUVENILES' on-site health evaluations and medical care within the National Commission on Correctional Health Care ("NCCHC") guidelines.

**K. MEDICAL RECORDS**

The **Medical Contractor** shall maintain, cause, or require being maintained, complete and accurate medical records for each JUVENILE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards. The medical records will be kept separate from the JUVENILE'S confinement record. A summary of the original applicable medical record will be available to accompany each JUVENILE who is transferred from the Juvenile Detention Center to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records comply with state and federal law and the JUVENILES and staff of the Juvenile Detention Center to medical records. No information contained in the medical records will be released except as provided by the Juvenile Detention Center's policy, a court order, or otherwise in accordance with applicable laws. JUVENILE medical records will always be the property of the Juvenile Detention Center.

**L. MEDICAL WASTE REMOVAL**

The **Medical Contractor** shall be responsible for medical waste removal services at the Juvenile Detention Center consistent with all applicable laws.

**M. OFF-SITE AND/OR SPECIALTY SERVICES**

When off-site and/or hospital care is required for medical reasons, The **Medical Contractor** shall arrange for inpatient and/or outpatient hospital services, mobile services, specialty services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for JUVENILES.

**N. CHRONIC CARE CLINICS**

The **Medical Contractor** shall establish a plan for the identification, treatment and monitoring of JUVENILES with chronic illnesses and special healthcare needs.



Continue "chronic care clinics" for those JUVENILES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). To provide an effective and efficient healthcare delivery system for chronically ill patients, identify the number of JUVENILES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these JUVENILES which includes: instructions regarding medications; the type and frequency of laboratory work; other diagnostic testing; frequencies of follow up for reevaluation of the JUVENILE'S condition; and adjustment of the treatment plan as needed.

**O. On-Site and Off-Site Testing**

The **Medical Contractor** shall provide JUVENILES on-site laboratory testing, which shall include, but not be limited to, drug screens, finger-stick blood sugar and urine dipstick for pregnancy and/or infection. Provide TB skin tests for JUVENILES as directed by the COUNTY.

**P. PHARMACEUTICALS**

The **Medical Contractor** shall provide pharmaceutical management, administration, distribution, and policies, and shall provide all medications required for the provision of adequate medical services, through use of a pharmacy vendor suitable to Juvenile Detention Center. Medical personnel shall administer pharmaceutical medications to JUVENILES during pre-determined "pill calls" and/or medication rounds that occur while medical personnel are on-site.

**Population:** To assist with the determination of the proposed contract price for the Juvenile Detention Facility, population statistics and projections are as follows:

Bidders shall use the following annual population projects to determine the base annual contract price for the Juvenile Detention Facility (JDC).

<b>Contract Year</b>	<b>Total</b>	<b>Male Juveniles</b>	<b>Female Juveniles</b>
<b>2019</b>	375	299	76
<b>2020</b>	280	208	72
<b>2021</b>	256	188	68

**Attachment A: Cover Sheet**  
**RFP for Inmate & Juvenile Medical Services Program**

**Proposal Date:** \_\_\_\_\_

**Out of State** \_\_\_\_\_ **or** \_\_\_\_\_ **If yes,** \_\_\_\_\_  
**Yes,**                    **No**                    **Registration Number**

**Company Name:** \_\_\_\_\_

**Name of Company Representative:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Company Web Page:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1284, **Version:** 1

**Item #:** BL1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

**Submitted by:** Allison Owens, Operations Manager

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### ITEM TITLE

Alabama Department of Corrections (ADOC) Loxley Community Work Center - Work Squad Agreement

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the Work Squad Agreement with the Alabama Department of Corrections Loxley Community Work Center for inmate workers to assist the Solid Waste Department. (*The term of the agreement shall begin on August 2, 2022 and shall continue for (1) year. Upon mutual agreement of the parties, the agreement may be renewed.*); and
- 2) Execute the Letter of Understanding between the Baldwin County Commission and the Alabama Department of Corrections.

### BACKGROUND INFORMATION

**Background:** The Alabama Department of Corrections is requesting a Work Squad Agreement with Baldwin County for the services of inmates. The Baldwin County Solid Waste Magnolia Landfill will have an agreement with the Loxley Work Center.

**Previous Commission action/date:** Annual Agreement

### FINANCIAL IMPACT

**Total cost of recommendation:** \$15.00 per day per inmate, as needed

**Budget line item(s) to be used:** 51054300 51500 Contract Services

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** Standard Work Squad Agreement used by the Alabama Department of Corrections

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff have the agreement executed by the Chairman and County Administrator

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Contact:

Warden Sharon Folks

Alabama Department of Corrections

Loxley Community Work Center

Post Office Box 1030

Loxley, Alabama 36551

**Additional instructions/notes:** N/A

**WORK SQUAD AGREEMENT**

This Work Squad Agreement has been entered into by Baldwin County Commission by and through Magnolia Landfill ("Agency") and the Alabama Department of Corrections Loxley C.W.C. ("Institution" or "ADOC").

**RECITALS**

WHEREAS, Agency is in need of workers to assist in general services; and,  
WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

**TERMS**

1. **TERM.** The term of this Agreement shall begin on August 2 2022, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.
2. **SUPERVISOR PLAN.** Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
3. **NUMBER.** The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.
4. **SCHEDULE.** Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.
5. **PAYMENT.** In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen 15.06 dollars (\$ 15.06) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. **TRANSPORTATION.** Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [choose one]  Agency \_\_\_\_\_ ADOC (additional charge of \$5.00 per inmate, per day if transported by the ADOC).
7. **SUPERVISION.** At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.
8. **PROHIBITED INMATE CONDUCT.** Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.
9. **PROTECTIVE EQUIPMENT.** Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.
10. **MEDICAL.** In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. **TERMINATION.** Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.
12. **NOTICE.** Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.
13. **NO ASSIGNMENT.** At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.
14. **ADR.** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.
15. **COMPLIANCE.** The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony - -custodial sexual misconduct. See Also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and / or extensions shall be in writing and signed by both parties to be binding.

\_\_\_\_\_  
Chairman  
James E. Ball, Chairman      Ron Cink, Budget Director

James E. Ball      8/2/2022  
Printed Name                  Date

\_\_\_\_\_  
ADOC Warden/Designee

\_\_\_\_\_  
Printed Name                  Date

CONTACT INFORMATION

Johnny Portis/Lieutenant  
ADOC Warden's Designee/  
Institutional Contact Person  
251-964-5044  
Phone

Philip Stanford  
Agency Supervisor/Representative  
251-533-7508  
Phone

Baldwin County Solid Waste Department Magnolia Landfill

15093 Landfill Drive  
Summerdale, AL 36580

\*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.



**SUPERVISOR PLAN**

Date Requested: August 2, 2022

Name of ADOC Institution: Loxley C.W.C.

Name of Agency: Baldwin County Commission by and through Magnolia Landfill

Name of Supervisor(s)/Representative(s): Philip Stanford/David Deyton

**Type of work needed:**

Unload debris at dump site, vehicle maintenance, welding, landscaping, general labor

*\*The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.*

Number of inmates requested: 4

Location of Work Site: Magnolia Landfill, MacBride Landfill, Bay Minette Transfer Station, or Eastfork Landfill

*\* No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

**Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):**

Weekly - Monday through Friday; Occasional Saturdays

*\*Additional information may be provided on a separate page, if needed.*

Agency Supervisor/Representative Signature: \_\_\_\_\_

Approved: \_\_\_\_\_

Warden/Designee

Date: \_\_\_\_\_

**RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS**

In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.
2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.
3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.
4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.
5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.
6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.
7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.
8. Inmates will obey the orders and instructions of their work supervisor(s).
9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.
10. Inmates will not be allowed to have visitors at the job site.

**Handout #1 (Continued)**

11. Inmates will not be allowed to drive vehicles unless authorized by the warden.
12. Inmates are not allowed to work on personal property of any description while at the job site.
13. Inmates will not consume or have any drugs or alcoholic beverages in their possession.
14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).
15. Radios will not be allowed at the work site.
16. Books, magazines, or newspapers will not be allowed at the work site.
17. An inmate may not possess any keys, except in the performance of his/her job.
18. Personal hygiene will be maintained by each inmate at all times.

**RULES AND KEY ISSUES FOR DEPARTMENTAL  
AND NON-DEPARTMENTAL SUPERVISORS**

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.
2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.
3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.
4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.
5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.
6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.
7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."
8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.
9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

## Handout #2 (Continued)

- a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
  - b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
  - c. Note the direction in which the escapee was headed if known, or last known location.
  - d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
  - e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
  - f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
  - g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
  - h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
  - i. Record events accurately in writing as soon as possible.
10. Simple guide to writing a report containing the information usually needed:
- a. **WHO** – inmate and/or person(s) involved
  - b. **WHAT** – what took place/what did you do
  - c. **WHEN** – date and time
  - d. **WHERE** – location of events or situation
  - e. **HOW** – how did the incident take place
11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.
12. Supervisors shall not allow inmates to pickup or obtain contraband and/or introduce contraband on State property. Contraband is defined as any item(s) not issued or approved by the institution. You, as the inmate supervisor, may not give or provide an item(s) to an inmate that is not work related without authorization from the Department. Any item of contraband found by an inmate during the course of the workday is contraband and shall be immediately turned over to the inmate supervisor.
13. Supervisors shall not be disrespectful to, harass, curse at, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates, or play one inmate against another.

## **Handout #2 (Continued)**

14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.
15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.
16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.
17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.
18. Gambling of any kind by staff or inmates is strictly prohibited.
19. Drugs and/or alcoholic beverages are strictly prohibited.
20. Ensure all safety requirements are adhered to at all times.
21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

## LETTER OF UNDERSTANDING

This entity is committed to ensuring that compliance with the Manual on Uniform Traffic Control (MUTCD) will be accomplished as a requirement for assignment of an inmate work squad to perform tasks near a roadway. In addition, entities will commit to the Alabama Department of Corrections requirements to provide the required safety equipment to inmate work squads, provide safety training to inmates operating equipment, attend inmate work squad supervisor orientation and have a representative attend quarterly training sessions.

**Baldwin County Commission**

Government Agency

**312 Courthouse Sq, Suite 12**

Address

Government Official

**Bay Minette, AL 36507**

City, State, Zip Code

**August 2, 2022**

Date

**251-937-0330**

Telephone

Authorized Institutional Official

Institution

Date

Approved/Denied

**Annex A to AR 320 – November 20, 2003**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1288, **Version:** 1

**Item #:** BL2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

**Submitted by:** Suzanne Doughty, Senior Accountant

---

### **ITEM TITLE**

Baldwin County Solid Waste Uncollectible Residential Accounts - August 2022

### **STAFF RECOMMENDATION**

Approve the uncollectible residential garbage accounts list for write-offs in the amount of \$96.00.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

10/21/2021 - Commission approved to write off \$895.00 of uncollectible residential garbage accounts - October 2021.

11/16/2021 - Commission approved to write off \$1,999.95 of uncollectible residential garbage accounts - November 2021.

01/04/2022 - Commission approved to write off \$1,550.00 of uncollectible residential garbage accounts - December 2021.

01/18/2022 - Commission approved to write off \$542.00 of uncollectible residential garbage accounts - January 2022.

02/15/2022 - Commission approved to write off \$2,070.00 of uncollectible residential garbage accounts - February 2022.

03/15/2022 - Commission approved to write off \$1,926.50 of uncollectible residential garbage accounts - March 2022.

04/19/2022 - Commission approved to write off \$204.00 of uncollectible residential garbage accounts - April 2022.

05/17/2022 - Commission approved to write off \$1,066.55 of uncollectible residential



garbage accounts - May 2022.

06/21/2022 - Commission approved to write off \$1,307.00 of uncollectible residential garbage accounts - June 2022.

07/05/2022 - Commission approved to write off \$387.00 of uncollectible residential garbage accounts - July 2022.

**Background:** The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy, Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission Resolution (where forwarding address is verifiable and within Baldwin County:

- 1) Notice of delinquency provided. Statement contains Past Due watermark.
- 2) If account is not brought current by the first week of the following billing month, a Notice of Show Cause Hearing is mailed immediately.
- 3) If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
- 4) When deemed appropriate, house visits or do not pick-up service orders will be implemented.
- 5) If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$96.00

**Budget line item(s) to be used:** 511.14990 Allowance for uncollectible accounts

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Solid Waste Collection Administration and Finance and Accounting Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

Baldwin County Solid Waste  
Residential Uncollectible Accounts  
August 2022

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Hernandez, Maria Carmen	Heiskell	TN	Out of State	\$96.00	X	X	
				<u>\$ 96.00</u>			



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1235, **Version:** 1

**Item #:** BN1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

**Submitted by:** Halley Dixon, Office Manager

---

### ITEM TITLE

Adopt-A-Mile - County Road 13 from State Highway 104 North One (1) Mile in Fairhope, Alabama

### STAFF RECOMMENDATION

Authorize the Chairman and County Engineer to execute an Adopt-A-Mile Program application submitted by Gregory Resmondo for County Road 13 from State Highway 104 north one (1) mile in Fairhope, Alabama.

### BACKGROUND INFORMATION

**Background:** The Alabama PALS (People Against a Littered State) allows various citizens, groups, and companies to adopt miles throughout the County in order to promote an "Unlittered Alabama". PALS sends the application to the County to obtain approval from the Commission Chairman and the County Engineer.

The Baldwin County Highway Department, Permit Division, received an application from Gregory Resmondo for County Road 13 from State Highway 104 north one (1) mile.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff prepare correspondence, obtain signatures and return to Halley Dixon (Highway Department)

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Please send correspondence and signed application to Halley Dixon addressed as follows:

Contact:

Ms. Christy Waddell

State Adopt-A-Mile Coordinator

Alabama PALS

340 North Hull Street

Montgomery, Alabama 36104

**Additional instructions/notes:** N/A



# Adopt-a-Mile Program Application for the Highway Adoption (County)

The following form was completed online requesting to adopt a mile of County Road and has been submitted to the Alabama PALS office for processing.

## Applicant Information

**Application Number** 882  
**Submitted on** 6/30/2022 7:16 PM  
**County** Baldwin  
**First Name** Gregory  
**Last Name** Resmondo  
**Email Address** gregory.resmondo@gmail.com  
**Participating Organization** Baldwin County Young Farmers  
**Address** 15411 Troon Dr.  
Robertsdale, AL 36567  
**Phone Number** 2519788162

## Proposed highway section(s) to adopt

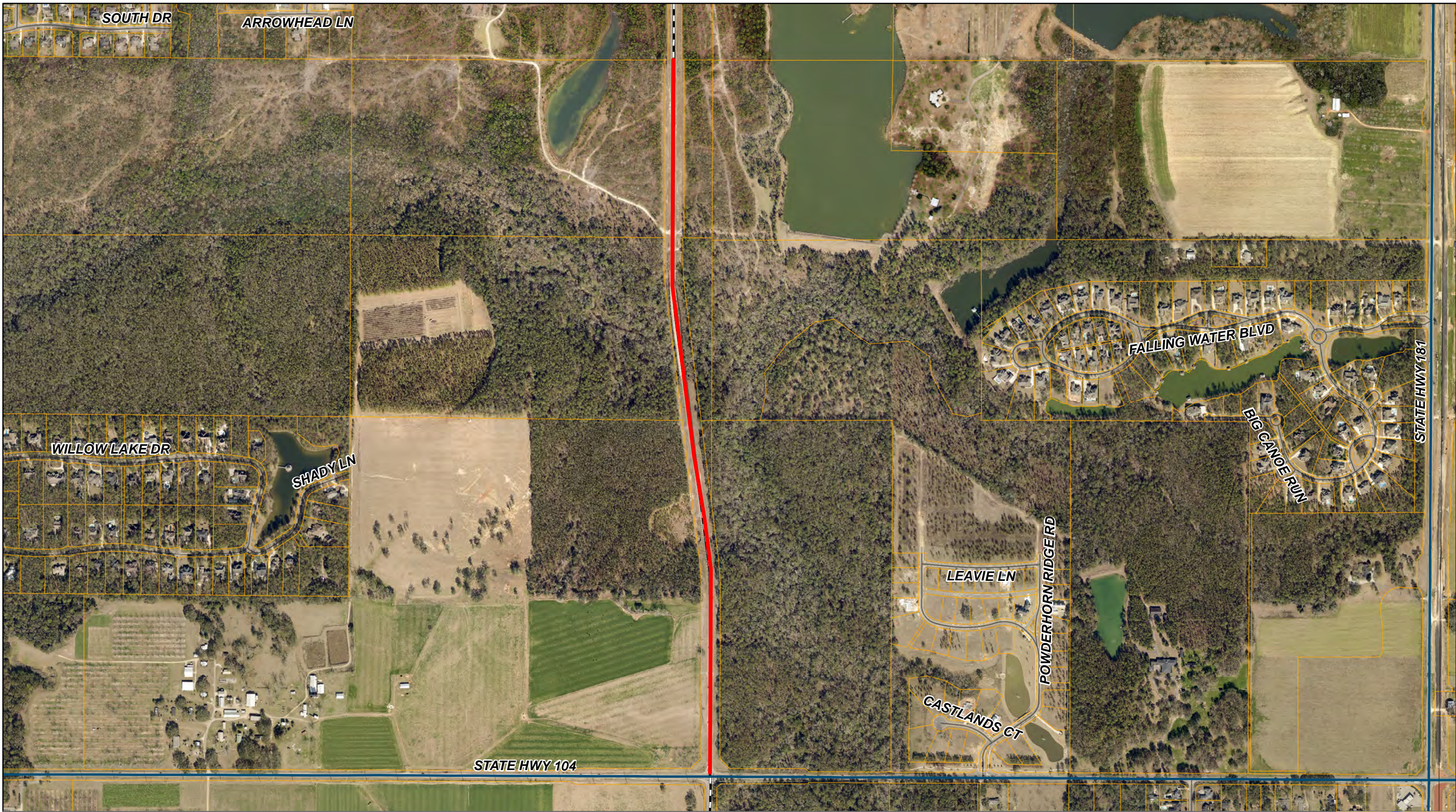
(minimum of one mile)

**County Road Number** 13  
**Desc. of Section** Start at the intersection of Hwy 104 and county road 13 and end 1 mile North on County Rd. 13  
**County Road Number**  
**Desc. of Section**

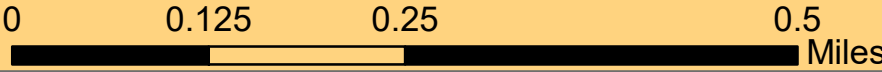
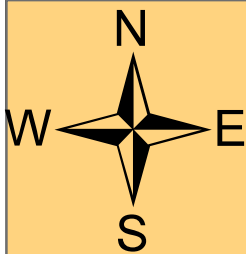
## Approvals

**Applicant Signature** Gregory Resmondo  
*I authorize the use of the typed name above as an electronic signature*  
**Recommended for Approval** \_\_\_\_\_  
County Engineer  
**Recommended for Approval** \_\_\_\_\_  
Chairman, County Commission  
**Approved** \_\_\_\_\_  
District Administrator, Alabama Dept of Transportation)





# Baldwin County Highway Department CR 13 Site Map







# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1290, **Version:** 1

**Item #:** BN2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

**Submitted by:** Halley Dixon, Office Manager

---

### ITEM TITLE

Case No. S-18038a - Cottages of Aventura, Phase IIIa - Release Maintenance Bond

### STAFF RECOMMENDATION

Authorize staff to release the Surety Document (Maintenance Bond) from NGM Insurance Company on behalf of S J & L, Inc. for Cottages of Aventura, Phase IIIa, in the amount of \$101,535.30 which guarantees the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final Plat and "As-Built" construction plans.

### BACKGROUND INFORMATION

**Background:** The workmanship and materials for the roadways and drainage improvements have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations*.

**Previous Commission action/date:** April 21, 2020 - The Commission accepted Prada Loop (1,441 ft) for maintenance and authorized the road to be added to the County Maintained Road List. The Commission also approved and authorized the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accepted the Surety Bond from NGM Insurance Company on behalf of S J & L, Inc. in the amount of \$101,535.30 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT



**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff prepare correspondence and send to Halley Dixon (Highway) to release and return surety bond with correspondence.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Contact:

Mr. Corey Holcomb

S J & L, Inc.

Post Office Box 190034

Mobile, Alabama 36619

**Additional instructions/notes:** N/A

**MAINTENANCE BOND**

**BOND NUMBER -** \_\_\_\_\_

KNOWN ALL MEN BY THESE PRESENTS, That we: S J & L, Inc., P.O. Box 190034, Mobile, AL 36619  
NGM Insurance Company  
\_\_\_\_\_, (Contractor or Owner) as Principal, and 55 West Street, Keene, NH 03431  
\_\_\_\_\_, (Surety) a corporate of the State of Florida, as surety, are held  
and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA**  
in the sum of One Hundred One Thousand Five Hundred Thirty Five and 30/100 (\$101,535.30), lawful  
money of the United States of America, to be paid to the said: **BALDWIN COUNTY  
COMMISSION, BALDWIN County, Alabama** its certain attorney or assigns, to which payment  
well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors  
and assigns, and everyone of them, jointly and severally, firmly be these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said  
Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact  
this 10th day of April, 2020.

WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage  
Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY  
COMMISSION, BALDWIN COUNTY, ALABAMA** for Cottages at Aventura, 24783 Rawls Road  
Loxley, AL 36551 (Name of Development) and in said Agreement is required to maintain  
the said work in good condition for a period of two years from the date the Baldwin County  
Commission votes in the affirmative to accept for maintenance the roadway and drainage  
improvements made the subject of the Agreement.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and  
truly, at the request of the said Obligee, or its proper representative or representatives, maintain  
the said work in good condition. The term of the bond extends 24 months beyond the full  
execution of the Agreement including any necessary extensions during repair periods.

Attest:  
Brenna Rye

Contractor or Owner: S J & L, Inc.  
By: \_\_\_\_\_

Maybell  
COUNTERSIGNED:  
T.G.M.  
Thomas G. Moorner, AL Resident Agent

Surety: NGM Insurance Company  
By: T. G. Moorner  
Thomas G. Moorner, Attorney-in-Fact





KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Chris Muscolino, Mary Isbell, Thomas G Moorer, David H Greene**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. **No one bond to exceed Fifteen Million Dollars (\$15,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Vice President,  
General Counsel and Secretary

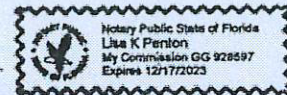


State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Lisa K. Penton*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

10th day of April, 2020.

*Nancy Giordano-Ramos*

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.







# BALDWIN COUNTY

## HIGHWAY DEPARTMENT

P.O. Box 220  
SILVERHILL, ALABAMA 36576  
TELEPHONE: (251) 937-0371  
FAX (251) 937-0201

*JOEY NUNNALLY, P.E.  
COUNTY ENGINEER*

July 14, 2022

Corey Holcomb  
S, J, & L, Inc.  
Post Office Box 190034  
Mobile, AL 36619

### **S-18038 Cottages of Aventura, Phase IIIa – Bond Release Inspection**

Dear Mr. Holcomb:

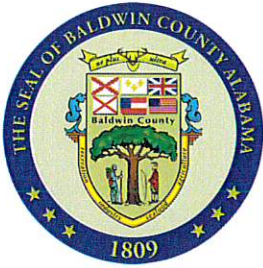
The above referenced subdivision was inspected on July 12, 2022 for compliance with the submitted construction plans. There are no noted deficiencies at this time.

If you have any questions or concerns, do not hesitate to contact me at (251) 202-1693 or at [jlundy@baldwincountyal.gov](mailto:jlundy@baldwincountyal.gov)

Sincerely,

John Lundy  
Permit/Subdivision Inspector

Cc: File



**BALDWIN COUNTY**  
HIGHWAY DEPARTMENT

*JOEY NUNNALLY, P.E.*  
*COUNTY ENGINEER*

P.O. BOX 220  
SILVERHILL, ALABAMA 36576  
TELEPHONE: (251) 937-0371  
FAX: (251) 937-0201

July 18, 2022

To: Joey Nunnally, PE  
County Engineer

From: Tyler Mitchell, PE  
Construction Manager

**RE: S-18038 – Cottages of Aventura, Phase IIIa – Release of Surety**

Please allow this letter to serve as notification that the workmanship and materials for the roadways and drainage improvements on the above referenced subdivision have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations*.

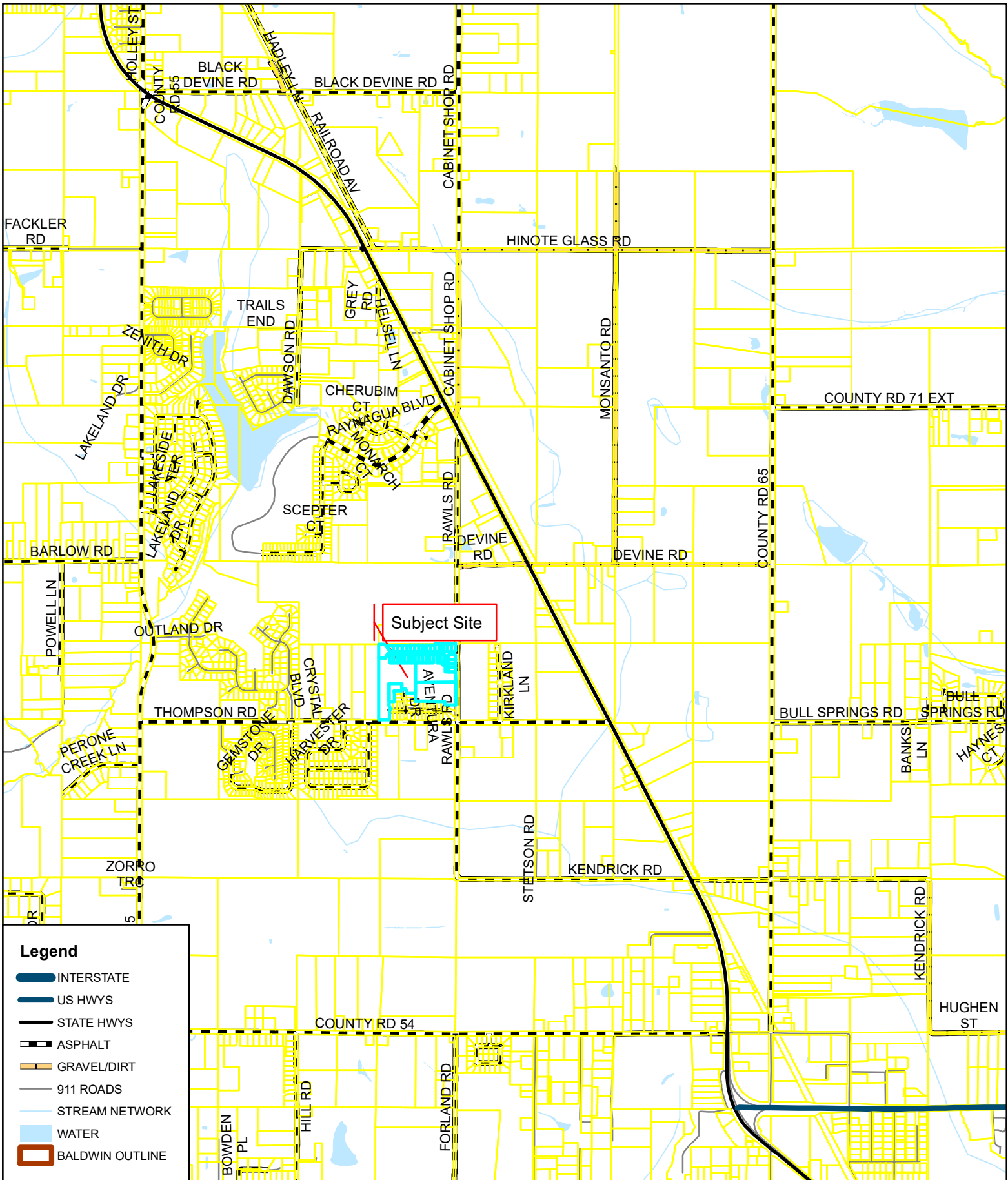
Release of surety is hereby authorized.

Please contact me if any further information is required.

Thank you.

Tyler Mitchell, PE  
Construction Manager

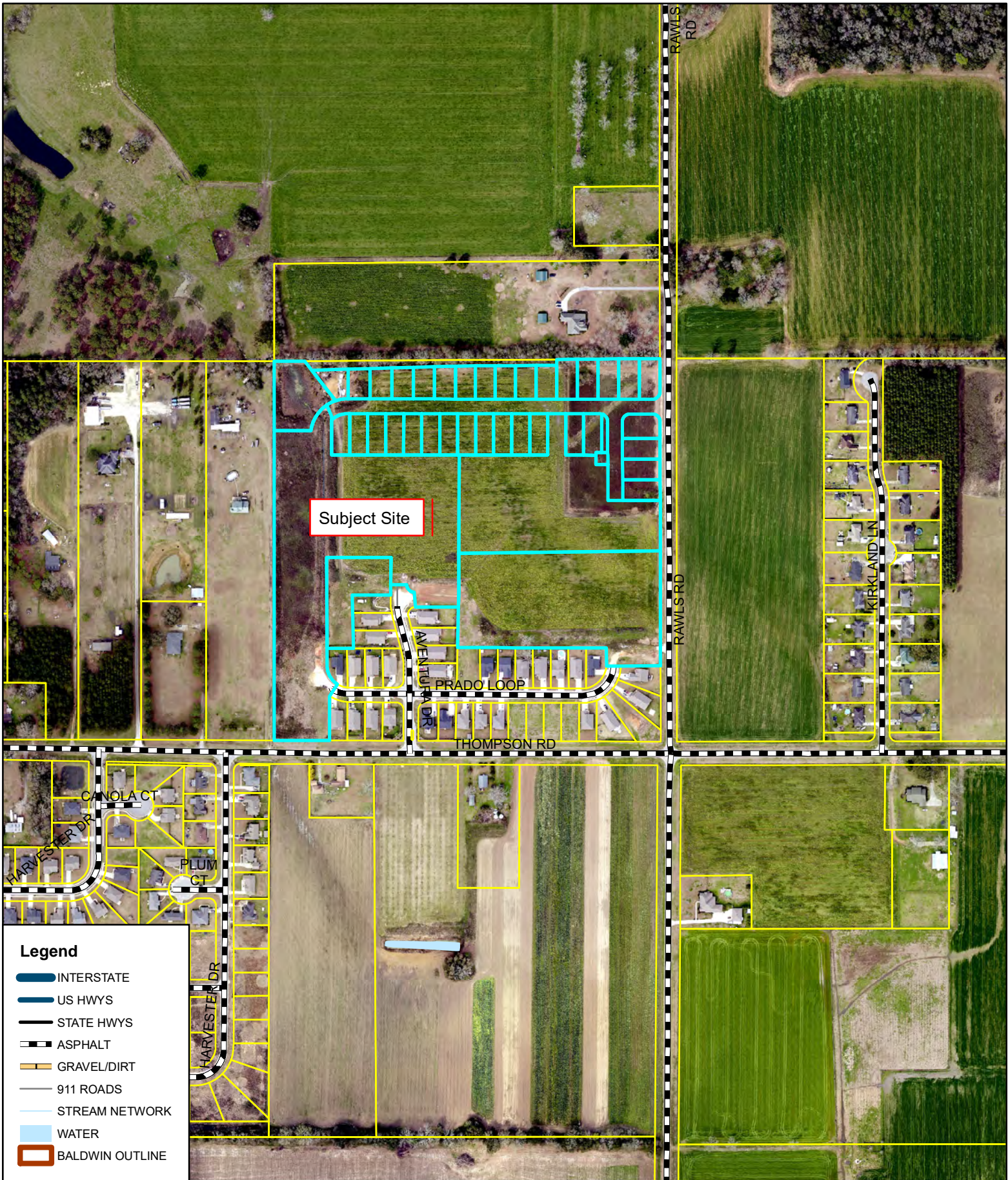
cc: file



# Cottages of Aventura Phase III Site Map







Subject Site

PRADO LOOP

THOMPSON RD

AVENTURA DR

RAWLS RD

RAWLS RD

KIRKLAND LN

CANOLA CT

PLUM CT

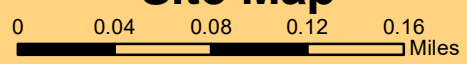
HARVESTER DR

HARVESTER DR

- Legend**
- INTERSTATE
  - US HWYS
  - STATE HWYS
  - ASPHALT
  - GRAVEL/DIRT
  - 911 ROADS
  - STREAM NETWORK
  - WATER
  - BALDWIN OUTLINE



# Cottages of Aventura Phase III Site Map







# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1292, **Version:** 1

**Item #:** BN3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### ITEM TITLE

Letter of Support - Industrial Access Road and Bridge Corporation Funding - Novelis Project Application

### STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the execution of a letter of support to the Industrial Access Road and Bridge Corporation through the Alabama Department of Transportation for the application for funding to prepare Highway 287 and the industrial parkway that will serve the Novelis facility at the South Alabama Mega Site; and
- 2) Authorize the Chairman to execute any further documentation related to the Industrial Access Road and Bridge Corporation grant application.

### BACKGROUND INFORMATION

**Background:** The Baldwin County Commission is applying for Industrial Access Road and Bridge funds to prepare Highway 287 and the industrial parkway that will serve the Novelis facility at the South Alabama Mega Site.

Industrial Access Road and Bridge funds are intended to provide adequate public access for eligible projects. These funds are not intended for use in providing access to retail operations. The industry must be committed to new investment and the creation of new jobs.

The new access must be on public right-of-way, must allow normal public use and must comply with standards for design and construction accompanying the use of state funds. The project sponsor (city or county) will assume maintenance responsibilities for the completed facility.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

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**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff place letter on Commission letterhead and have Chairman sign. Send original letter to Joey Nunnally.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Contact:  
John R. Cooper  
Transportation Director, as  
President of the Industrial Access  
Road and Bridge Corporation  
Alabama Department of Transportation  
Post Office Box 303050  
Montgomery, Alabama 36130-3050

Lee Lawson, Baldwin County Economic Development Alliance (llawson@baldwineda.com)  
Tanner Jones, Baldwin County Economic Development Alliance (tjones@baldwineda.com)

**Additional instructions/notes:** N/A



August 2, 2022

Mr. John R. Cooper  
Transportation Director, as  
President of the Industrial Access  
Road and Bridge Corporation  
Alabama Department of Transportation  
Post Office Box 303050  
Montgomery, Alabama 36130-3050

**RE: Letter of Support for Baldwin County, Alabama Novelis Project Application**

Director Cooper:

On May 11, 2022, Novelis, the world leader in flat rolled aluminum manufacturing announced a \$2.5 billion investment and the creation of 1,000 jobs at a new, state-of-the-art facility, located at the South Alabama Mega Site in Baldwin County. This facility and the investment by Novelis are transformational for South Alabama, Baldwin County, and the City of Bay Minette.

The South Alabama Mega Site is a large 3,000-acre site that will require significant investment from the City of Bay Minette, the Baldwin County Commission, and each of Baldwin County's local utility partners to prepare the location for Novelis' new facility. Novelis is preparing to be operational in Baldwin County by mid-2025, in order to meet customer demand, which will require infrastructure improvements to begin as soon as possible.

Please accept my letter today as formal endorsement of the Baldwin County Commission's application for Industrial Road and Bridge funds to prepare Highway 287 and the industrial parkway that will serve the Novelis facility at the South Alabama Mega Site.

The economic impact of this project will be tremendous for the State of Alabama and Baldwin County, and I appreciate your support and the Industrial Access Road and Bridge Committee's consideration of partnering with Baldwin County to deliver this generational investment for the citizens of Alabama.

Sincerely,

JAMES E. BALL, Chairman  
Baldwin County Commission



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1301, **Version:** 1

**Item #:** BN4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Joey Nunnally, P.E, County Engineer  
Sarah Hart Sislak, MPO Coordinator

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### ITEM TITLE

Letter of Support - U.S. Department of Transportation 2022 Bridge Investment Program Grant - I-10 Mobile River Bridge and Bayway Project

### STAFF RECOMMENDATION

Authorize the execution of a letter of support to the Alabama Department of Transportation for the U.S. Department of Transportation 2022 Bridge Investment Program Grant application for the I-10 Mobile River Bridge and Bayway project.

### BACKGROUND INFORMATION

**Background:** The Alabama Department of Transportation is applying for a grant through the U.S. Department of Transportation's 2022 Bridge Investment Program for the I-10 Mobile River Bridge and Bayway project.

The I-10 Mobile River Bridge and Bayway project is an important infrastructure project that will improve mobility, safety, security and efficiency along the I-10 corridor in Mobile and Baldwin Counties in Southwest Alabama.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff place letter on Commission letterhead and have Chairman sign. Send original letter to Sarah Hart Sislak.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Contact:

Mr. John R. Cooper

Transportation Director

Alabama Department of Transportation

1701 I-65 West Service Road North

Mobile, Alabama 36618

**Additional instructions/notes:** N/A

August 2, 2022

Mr. John R. Cooper, Transportation Director  
Alabama Department of Transportation  
1701 I-65 West Service Road North  
Mobile, Alabama 36618

**RE: 2022 Bridge Investment Program Grant Opportunity I-10 Mobile River  
Bridge and Bayway Project**

Dear Mr. Cooper,

We are writing to support the Alabama Department of Transportation's Bridge Investment Program Grant application through the U.S. Department of Transportation.

The I-10 Mobile River Bridge and Bayway project is an important transportation infrastructure project that will improve mobility, safety, security, and efficiency along the I-10 corridor in Mobile and Baldwin Counties in Southwest Alabama.

Corridor studies identified needs and strategies to improve freight operations and mobility throughout the I-10 corridor, which connects eight states. The South Alabama region is experiencing tremendous growth – the Mobile River Bridge and Bayway project is vital and will provide great benefits for citizens, travelers, and businesses, as well as regional and interstate commerce.

As key stakeholders along the corridor, and ones who will benefit greatly from the infrastructure improvements, we fully support efforts to fund and deliver this key infrastructure.

Should you have any questions regarding our endorsement, or if we can support the grant application effort in any other way, please feel free to contact me at your convenience.

Thank you for your leadership in this important endeavor.

Sincerely,

JAMES E. BALL, Chairman  
Baldwin County Commission



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1261, **Version:** 1

**Item #:** BN5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

Mike Campbell, Engineering Technician I

**Submitted by:** Halley Dixon, Office Manager

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### ITEM TITLE

\*License Agreement No. 22001 - Higbee Road - Right-of-Way

### STAFF RECOMMENDATION

Take the following actions:

1) Approve License Agreement No. 22001 permitting Belforest Water System to install a 12-inch water main on the south side of Higbee Road right-of-way. (The term of this agreement shall commence on the date of full execution. License for installation shall terminate at 11:59 p.m. on August 31, 2023. License for maintenance shall be indefinite according to the terms of the agreement.); and

2) Authorize the County Engineer to execute Utility Permit #22131-W.

### BACKGROUND INFORMATION

**Background:** Belforest Water System desires to install a 12-inch water main on the south side of Higbee Road right-of-way from the end of maintenance, eastward approximately 3,600 linear feet. The Baldwin County Utility Permit guidelines shall be utilized in pursuit of the attached Utility Permit #22131-W. Any damages to private property or County right-of-way shall be repaired to previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized. The licensee shall have the property surveyed and staked prior to performing any work thereon. All improvements constructed by the licensee shall be maintained by the licensee for any and all portions of the property that is not county maintained. Any further development shall not be allowed until a new agreement is obtained.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

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**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** Standard agreement used as previously approved by Laura Coker (02/11/2020) los

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff prepare correspondence and have license agreement executed by Chairman. Send correspondence with original agreement to Halley Dixon. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Contact:  
Belforest Water System  
Attn: Corley Lauderdale  
Field Operations Manager  
9080 County Road 64  
Daphne, Alabama 36526

**Additional instructions/notes:** Administration - upload to BCAP with Tyler Mitchell as originator.



**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this “Agreement”) between the Baldwin County Commission (“Licensor”), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Belforest Water System** (“Licensee”), with an address at **9080 County Road 64 Daphne, Alabama 36526**.

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as **Higbee Road right-of-way** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the “Property”);

WHEREAS, Licensee desires to obtain access to the Property for the purpose of **installing a 12-inch water main on the south side of Higbee Road right-of-way from the end of maintenance, eastward approximately 3,600 LF. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached Utility Permit # 22131-W. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized.)**; and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. Grant of Revocable, Non-Exclusive and Temporary License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Belforest Water System**, a revocable, non-exclusive and temporary license (the “License”) to enter upon the Property as is reasonably required to **install a 12-inch water main**. No further development or use of the Property is permitted or allowed without Licensor’s prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives (“Licensee Representatives”). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. Property. The real property subject hereto is limited to and sufficiently described as the Higbee Road right-of-way in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **August 31, 2023**. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensors.

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensors has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensors shall not be liable for any personal or property damage, injury or loss on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensors from any and all claims for injury to persons, including death, or damage to any property, whether real or personal, of Licensee or any Licensee Representatives in any way arising out of or related to the Property or Licensee's work contemplated by this Agreement.

6. Compliance. Licensee shall be responsible for obtaining any and all applicable permits. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensors to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensors's safety and security policies deemed to be necessary by Licensors and with such reasonable rules and regulations as Licensors, or its agents, may impose from time to time by notice to Licensee.

7. Public Property. Licensee acknowledges and consents that the Property is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the Property. Licensee makes no claim of private ownership or other possessory interest in the Property subject hereto, and any rights of the Licensee granted by this Agreement are limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the Property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all rights to claims that such work or improvements are private in nature. Licensee further represents and warrants that Licensors, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.



8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative, or in any way arising out of or related to the Property or work contemplated by this Agreement. Licensee shall also assume the responsibility for any claims for damage done to any property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives or resulting from work under this Agreement; and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed or improvements installed by Licensee or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of Licensor or Licensee to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.



19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. Licensee shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Property caused by periodic maintenance to the Property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

**LICENSEE:**

Bel forest Water System

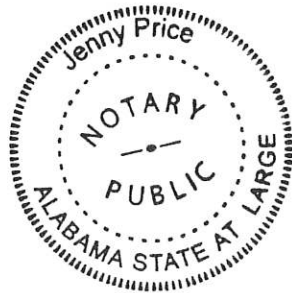
BY: Cory L. Lauderdale /Date 6/24/2022

State of Alabama )

County of Baldwin )

I, Jenny Price, a Notary Public in and for said County, in said State, hereby certify that Cory L. Lauderdale, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the 24 day of June, 2022.



Jenny Price  
Notary Public

My Commission Expires: 1-14-2026

**LICENSOR:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_/\_\_\_\_\_  
Ronald J. Cink /Date  
Budget Director

\_\_\_\_\_/\_\_\_\_\_  
James E. Ball /Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, as Chairman and Ronald J. Cink, as Budget Director, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Baldwin County Highway Department**

Permit No.	22131-W
District	
Township	
Range/Section	
Type	Water

**PERMIT -FOR THE ACCOMODATION OF UTILITY FACILITIES AND RELOCATION REQUIREMENTS ON PUBLIC-RIGHTS-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT** (hereinafter referred to as "Agreement"), entered into this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Baldwin County acting through its authorized agents of the Baldwin County Highway Department (hereinafter referred to as "COUNTY") AND BELFOREST WATER SYSTEM, (hereinafter referred to as the "UTILITY").

**WITNESSETH**

**WHEREAS**, the County proposes certain highway improvements and/or Utility desires to have its facilities accommodated on a public right-of-way in Baldwin County, Alabama, and;

**WHEREAS**, the project subject hereto and contained herein is hereby described, designated and/or entitled as:

**GMC Project No. CMOB210038 – Water Main Improvements Dick Higbee Road. The portion of this project proposed within a County right-of-way will consist of construction of approximately 850 linear feet of 12” C900 PVC water main, 2925 linear feet of 14” HDPE water main Type 3 Directional Bore Installation, three (3) combination air release valves, two (2) 12” water valves, one (1) fire hydrant assembly, and related appurtenances.**

, and;

**WHEREAS**, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to Utility, approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plans and specifications:

**NOW THEREFORE**, be it agreed as follows:



STANDARD UTILITY PERMIT APPLICATION

ARTICLE I. County Engineer Authority and Least Possible Interference

The Utility agrees to install its facilities on the public right-of-way, as shown by the plans and specifications attached hereto and made a part hereof as Attachment/Exhibit   A   and/or in accordance with the requirements of County, so as to occasion the least possible interference with the progress of County projects where such installation is within the bounds of an active highway project.

ARTICLE II. County Standards

Utility agrees to conform to the provisions of the current County Standards, as interpreted by the County Engineer, for the Accommodations of Utilities on a public Right-of-way. It is further agreed that the applicable provisions of the laws of the State of Alabama and Baldwin County, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

ARTICLE III. Non -Assignability

With exception to financing agreements, mortgages, security agreements, or other security interests in the facilities permitted hereby, the parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time.

ARTICLE IV. Warranties, Representations and Certifications

The execution and delivery of this Agreement have been duly authorized by all necessary actions of County and Utility, and such actions are in compliance with all public bidding and other State and federal laws applicable.

This Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Agreement shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

Utility shall provide to County, and to the satisfaction of the County Engineer, written proof of compliance with applicable ADEM requirements including a Receipt of Registration from ADEM for Phase II Stormwater Permitting Requirements if applicable.

STANDARD UTILITY PERMIT APPLICATION

If registration of the project with ADEM is not required, under current stormwater Permitting Regulations as determined by the Utility, then it shall be a County requirement that Utility must provide a “written certification of review and understanding” of those same requirements to County as part of this Permit Application.

Notwithstanding the above, Utility shall comply with all applicable environmental laws, regulations and permitting requirements.

ARTICLE V. Term and Binding Effect

This Agreement and contract will, upon County approval and execution:

1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;
2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

Utility shall remain in compliance for the duration of the terms as listed within this permit to include but not limited to a one-year period after the completion of construction as determined by County, and;

3. Be binding upon and shall inure to the benefit of the County, Utility and their respective agents and successors.

ARTICLE VI. Exhibits and Attachments

The following exhibits and/or attachments listed below referenced herein are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Plans and Specifications, Cross Section, Vicinity Map
- B. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein
- C. Letter from applicable Wastewater Treatment Facility confirming knowledge of utility installation and ability to treat the waste (Sewer Permits only)
- D. Certificate of Insurance (Baldwin County Commission as “Certificate Holder” **only**)
- E. Construction Schedule
- F. \_\_\_\_\_

*STANDARD UTILITY PERMIT APPLICATION*

County and Utility jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto.

ARTICLE VII. Plans

All permits shall include a plan view of the entire utility installation depicting the linear position of the utility along the roadway and the horizontal position of the utility measured to the edge of the roadway. These plans shall also show all roadway crossings as well as the proposed location of any appurtenances such as fire hydrants, pressure relief valves, pedestals, lift stations, etc. The plans shall also include a typical cross section showing the roadway and position of the proposed utility relating to its horizontal and vertical position.

ARTICLE VIII. Entire Agreement

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations whatsoever whether express or implied.

ARTICLE IX. Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

ARTICLE X. Bond Requirements

The Utility agrees to file with the Baldwin County Highway Department a certified check or bond in the amount of \$\_\_\_\_\_ made payable to the Baldwin County Highway Department to guarantee the faithful and complete performance of provisions of this Agreement and to guarantee that Utility will maintain this work suitable to the Baldwin County Highway Department for a period of one year.

At the end of one year, from the completion of this work, the Baldwin County Highway Department may:

1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;
2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;
3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

STANDARD UTILITY PERMIT APPLICATION

ARTICLE XI. Bond Amounts and Reservations

The following are the values for the bond amounts for the following facilities:

- A. Buried Cable
  - 1. Crossing \$5,000
  - 2. Parallel, Trench \$5,000 per mile
  - 3. Parallel, Direct Burial \$2,000 per mile
  
- B. High-pressure, gas pipelines
  - 1. Crossing highway
    - I. 8-inch diameter and smaller \$10,000
    - II. 10 through 16-inch diameters \$25,000
    - III. Larger than 16 inches \$50,000
  - 2. Parallel to highway
    - I. 8-inch diameter and smaller \$5,000 per mile
    - II. 10 through 16-inch diameters \$25,000 per mile
    - III. Larger than 16 inches \$20,000 per mile
  
- C. Low-pressure water, sewer, and gas pipelines
  - 1. Crossing highway \$5,000
  - 2. Parallel to highway \$5,000 per mile
  
- D. For unpaved roadway - above amounts may be reduced by as much as 75% at the discretion of County.
  
- E. The County reserves the right to increase or decrease the bond requirement to coincide with local conditions and work history of the constructing entity.

ARTICLE XII. Required Relocation of Facilities

As a condition for permission to install its facilities upon County right-of-ways, Utility agrees to relocate said facilities at Utilities said expense with no obligations imposed upon County financially or otherwise in the event such future relocation is required by County due to upgrading or reconstruction of the road upon which the facilities are located. Utility further agrees to relocate said facilities within 60 days or as determined by County, if such relocation is required.

ARTICLE XIII. Exclusions, Liabilities, and Damages

County, in approving this application, does not in any way assume responsibility for the maintenance of this facility and projects subject hereto. County shall not be responsible for any claims for damage done to existing private property, public utilities or the traveling public caused by Utility, its agents, servants or employees or caused by the facility itself.

*STANDARD UTILITY PERMIT APPLICATION*

Utility, for the benefits received herein and hereby acknowledged by Utility, agrees to release, indemnify and hold harmless County for any and all deficiencies, court orders, citations, violations, consent orders, fines, or other enforcement actions for refusals or work conducted by the Utility and/or their agents and assigns, all relating to work either resulting from, or specifically relating to the work on County rights-of-ways as herein described or otherwise performed with or without authorization.

County shall be reimbursed or otherwise indemnified from Utility all costs for damages, repairs, fines incurred as a result of any action and/or inaction that would cause County to finish, correct, alleviate, or work on a project/task deemed by County to be the responsibility of Utility. Reimbursement shall come from the Utility in the form of direct payment based on the expenses incurred by the County or through the redeeming of the Bond held by the County in the name of the Utility for said Project.

ARTICLE XIV. Plans on Site

The Utility owner agrees to have an accurate copy of the approved agreement and plans on the job site at all times while said work is being performed.

ARTICLE XV. Responsibility for Traffic Control Devices

Traffic control devices will be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices, latest edition, which is hereby made a part hereof by reference and will be conformed to as the provision thereof are applicable to such work or otherwise deemed necessary by County.

ARTICLE XVI. Markings and Decals

Utility Company must mark ped or pole with de-cal showing:

- A. Name of company, nature of utility (water, sewer, gas, cable TV, etc.), and;
- B. A telephone number where utility company can be reached by phone, and;
- C. The distance from ped or pole to existing buried line, and;
- D. This applies to existing ped, pole and line, as well as new lines.

ARTICLE XVII. Implementation of Work

Utility must begin work (to the satisfaction of County) on the project no later than 90 days from dated issue of permit, or in the alternative, notify County utilities inspector in writing for consideration of a discretionary extension for good cause.

STANDARD UTILITY PERMIT APPLICATION

ARTICLE XVIII. Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to reseeded with grass seeds, sod, etc. unless the utility is buried inside a dirt road that is a travel way; however, Utility should always maintain site so as to prevent erosion or otherwise comply with environmental standards. Post-construction drainage, flow direction and volume should be the same as pre-construction drainage, flow direction and volume.

ARTICLE XIX. Non-Waiver

The waiver of any breach of this agreement by County shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or omission by County to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of Utility. Any breach on the part of Utility shall be construed a continuing breach, and County may exercise every right and power under the Agreement at any time during the action or inaction or upon the occurrence of any subsequent breach.

ARTICLE XX. Mandatory Time of Contact

Utility agrees to place calls, for construction, to County at least 24 hours prior to construction and upon completion.

ARTICLE XXI. Non-Endorsement

County, in no way, is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Utility. This permit governs and creates an understanding as to the issues herein outlined, or otherwise controls the placement of facilities within the County right-of-way by Utility. Any perceived endorsement, authorization or approval, given hereby, verbally or otherwise, for other business practices or behavior of the Utility or its agents, without a properly-authorized and written verification thereof, is to be considered hereby withdrawn. This permit, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of County. It is the sole responsibility of the Applicant hereto to comply or to ensure their own compliance with any local, State, or Federal law or regulation.

ARTICLE XXII. Additionally Agreed Upon Provisions (if any)

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STANDARD UTILITY PERMIT APPLICATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

APPROVED BY:

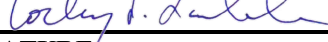
\_\_\_\_\_  
**Authorized Representative  
Baldwin County Highway Department**

\_\_\_\_\_  
**Maintenance Engineer  
Baldwin County Highway Department**

\_\_\_\_\_  
**County Engineer  
Baldwin County Highway Department**

BALDWIN COUNTY HIGHWAY DEPARTMENT  
UTILITY PERMITS  
PO Box 220  
Silverhill, AL 36576  
251-972-6831, phone  
251-972-6832, fax

**APPLICANT:**

**BY**   
**SIGNATURE**

Corley Lauderdale  
**TYPED OR PRINTED NAME**

Field Operations Manager  
**TITLE**

Belforest Water System  
**UTILITY COMPANY (IF APPLICABLE)**

**ADDRESS:**

9080 County Road 64

Daphne, Alabama 36526

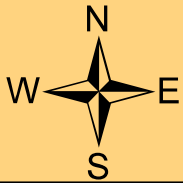
(251) 626-5554  
**PHONE NUMBER**

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name as a duly authorized representative for Utility is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Utility.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, Notary Public

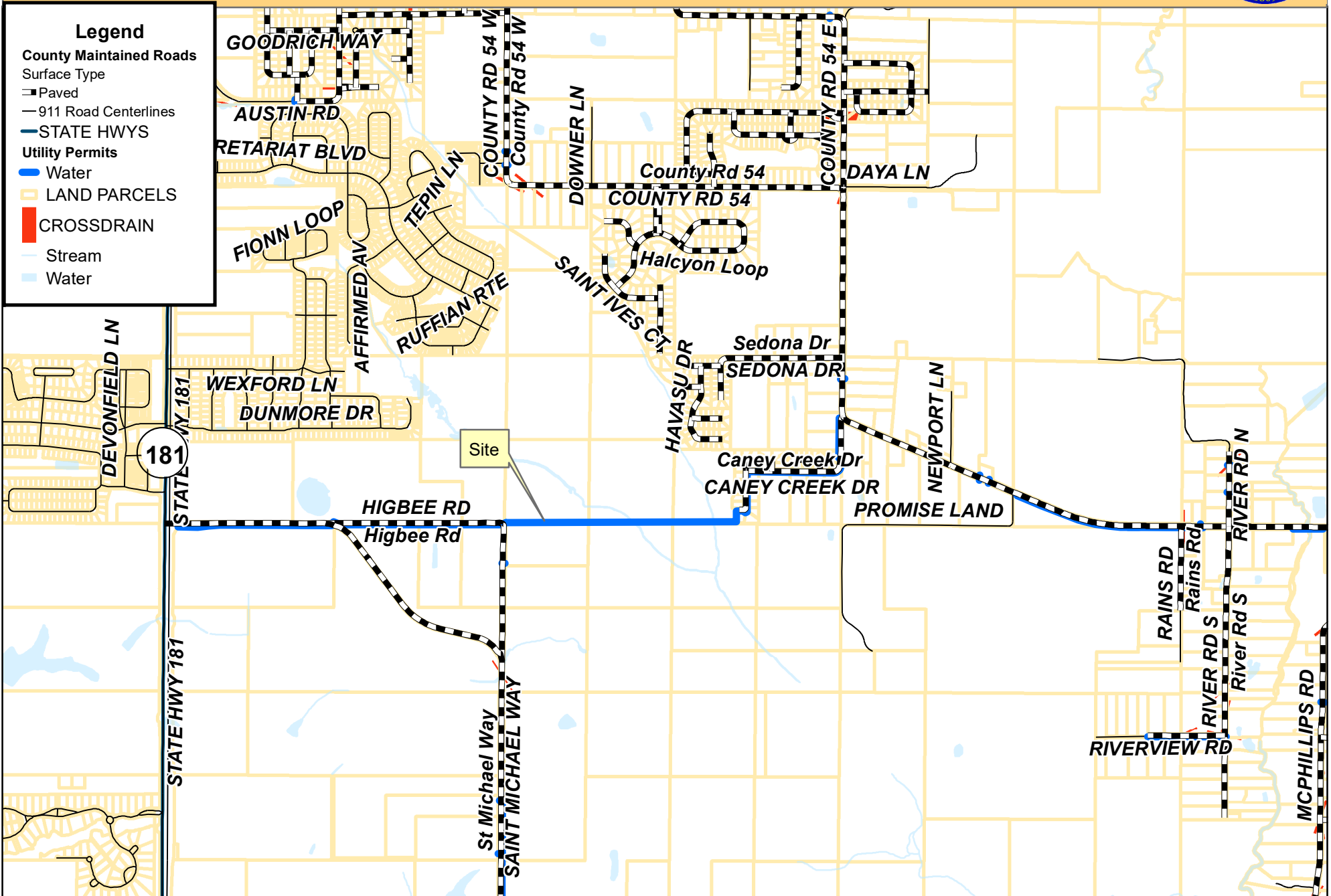
# Permit 21260-W Belforest Water Vicinity Map



**Legend**

**County Maintained Roads**  
Surface Type  
— Paved  
— 911 Road Centerlines  
— STATE HWYS

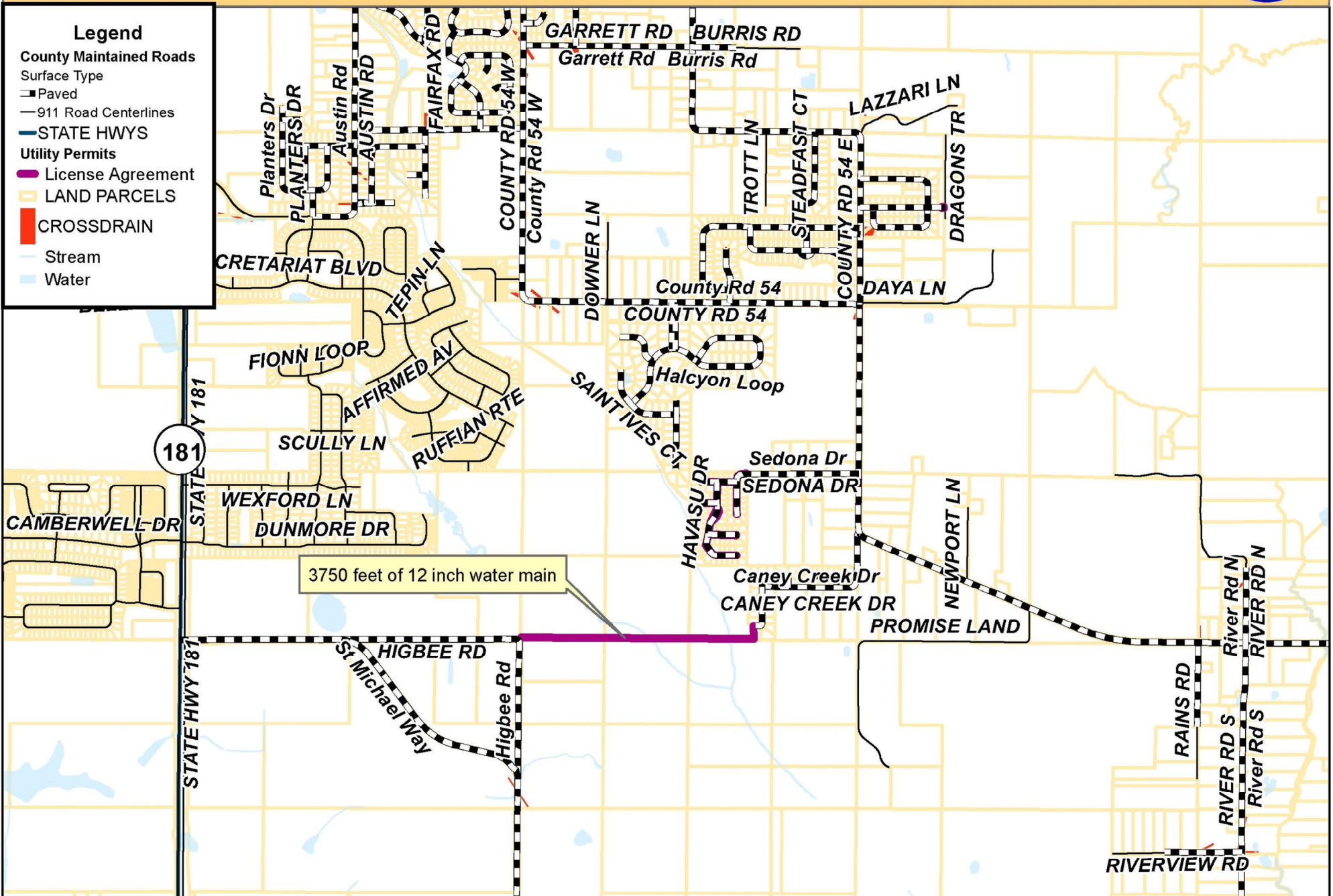
**Utility Permits**  
— Water  
— LAND PARCELS  
— CROSSDRAIN  
— Stream  
— Water





# LA # 22001 Belforest Water Systems Vicinity Map

Replacement Attachment  
BN5 - Vicinity Map  
August 2, 2022 BCC Meeting





# Permit 21260-W Belforest Water Site Map



## Legend

### County Maintained Roads

Surface Type

▣ Paved

— 911 Road Centerlines

— STATE HWYS

### Utility Permits

— Water

▭ LAND PARCELS

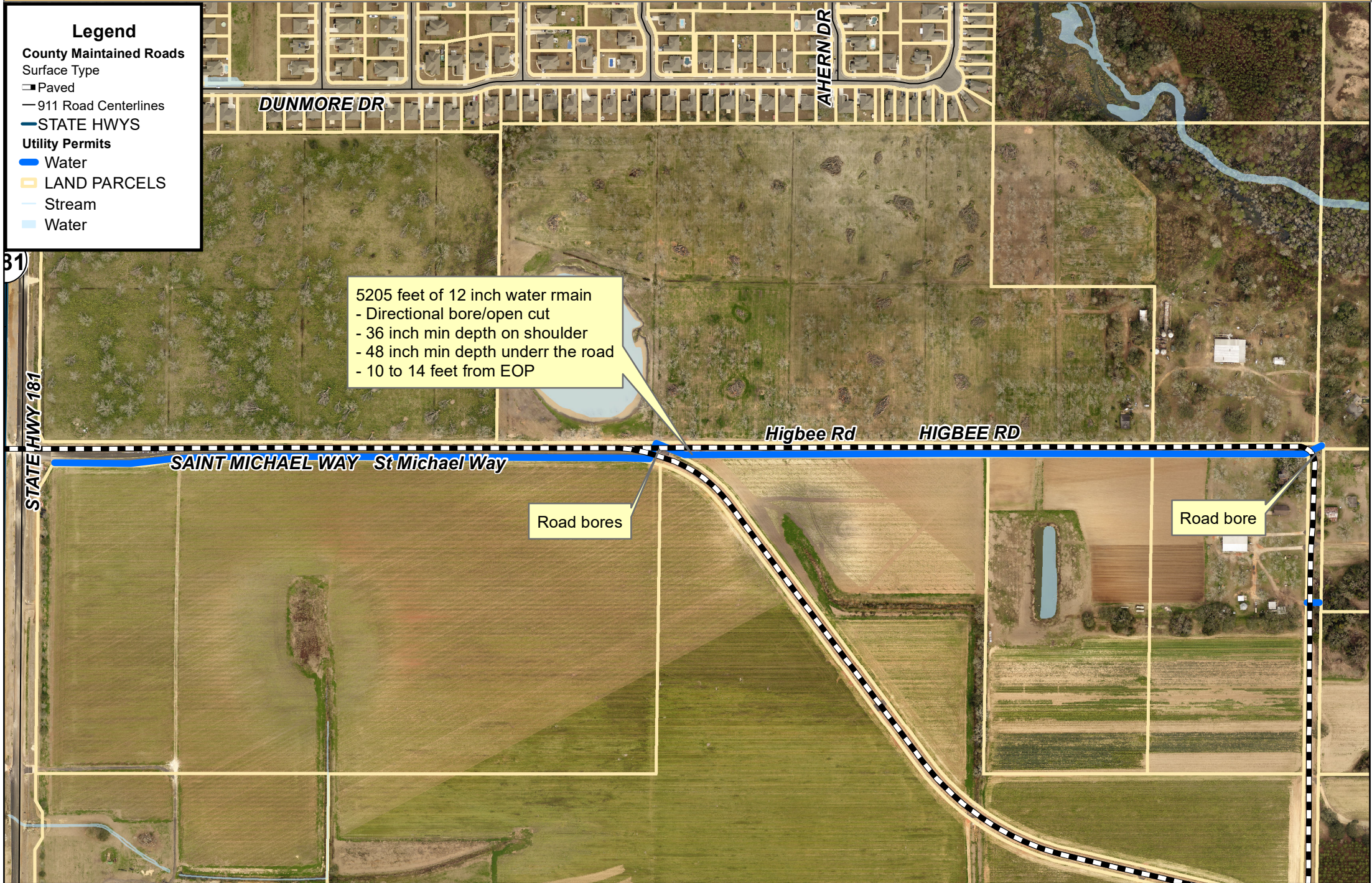
— Stream

— Water

5205 feet of 12 inch water rmain  
- Directional bore/open cut  
- 36 inch min depth on shoulder  
- 48 inch min depth underr the road  
- 10 to 14 feet from EOP

Road bores

Road bore







# LA # 22001 Belforest Water Systems Site Map

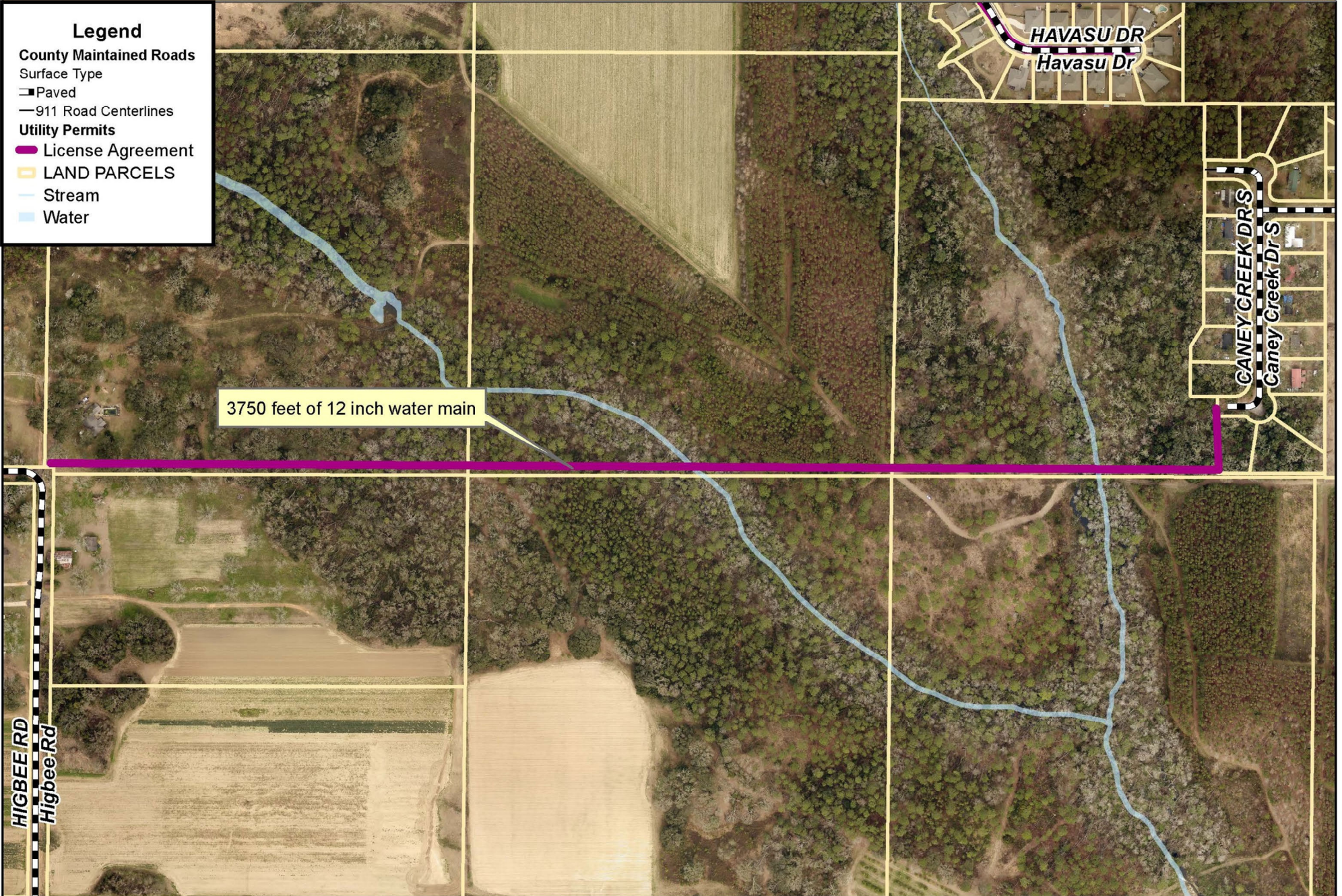
Replacement Attachment  
BN5 - Site Map  
August 2, 2022 BCC Meeting



**Legend**

County Maintained Roads  
Surface Type  
▬ Paved  
— 911 Road Centerlines

Utility Permits  
▬ License Agreement  
▭ LAND PARCELS  
— Stream  
— Water







# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1276, **Version:** 1

**Item #:** BO1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 08/02/2022

**Item Status:** New

**From:** Ron Ballard, Juvenile Detention Director

**Submitted by:** Ron Ballard, Juvenile Detention Director

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### **ITEM TITLE**

Memorandum of Understanding with Baldwin County Board of Education for the Provision of Food Services at the Baldwin County Regional Juvenile Detention Center

### **STAFF RECOMMENDATION**

Approve a Memorandum of Understanding between the Baldwin County Commission and the Baldwin County Board of Education for the provision of food services at the Baldwin County Regional Juvenile Detention Center effective September 12, 2022, and terminating September 12, 2023.

The following meals will be provided five (5) days a week by the Baldwin County High School kitchen at the rates listed:

Breakfast \$2.50

Lunch \$4.25

Dinner \$4.25

### **BACKGROUND INFORMATION**

**Background:** The Baldwin County Regional Juvenile Detention Center began receiving meals from the Baldwin County High School, Baldwin County Board of Education on September 12, 2016, and will continue to receive meals from them for the upcoming year.

**Previous Commission action/date:** 07/20/2021

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$60,000.00

**Budget line item(s) to be used:** 105.52610-5218

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

No

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** Reviewed and approved by Brad Hicks

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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**Is advertising required for this recommendation?** No

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration mail contract to be signed to:

Eddie Tyler, Superintendent  
Baldwin County Board of Education  
2600 North Hand Avenue  
Bay Minette, Alabama 36507

Cc: Ron Ballard, Cian Harrison, Eva Cutsinger, Christie Davis, Dana Austin

**Additional instructions/notes:** Administration - place in tickler; upload fully executed agreement to BCAP

## **MEMORANDUM OF UNDERSTANDING**

### **Baldwin County Commission and Baldwin County Board of Education**

This Memorandum of Understanding is entered into between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereinafter referred to as “Baldwin County Commission”), and the Baldwin County Board of Education (hereinafter referred to as “Baldwin County Board of Education”).

WHEREAS, the Baldwin County Board of Education has provided meals for the Baldwin County Regional Juvenile Detention Center, which is located at 43405 Nicholville Road, Bay Minette, Alabama (the “Juvenile Detention Center”) since September 12, 2016, and continues to do so as of the date of this Memorandum of Understanding; and

WHEREAS, the Baldwin County Commission desires for the Baldwin County Board of Education to continue providing food services to the Juvenile Detention Center for the juveniles detained at the facility, said food services remaining the primary provision of Breakfast Service, Lunch Service, and Dinner Service five (5) days a week (Monday through Friday), with the exception of days that the Baldwin County Public Schools are closed, as set forth herein; and

WHEREAS, the Baldwin County Commission and the Baldwin County Board of Education desire to execute this Memorandum of Understanding to set forth and clarify the parties’ mutual understandings with respect to the provision of food services at the Juvenile Detention Center and the types of meals and the costs associated therewith.

NOW THEREFORE, in consideration of the parties’ mutual understandings and obligations herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Baldwin County Commission and the Baldwin County Board of Education hereby reduce their understandings to writing as follows:

1. **TERM:**

This Memorandum of Understanding shall take effect on the date of full execution and shall extend until the expiration of twelve (12) months at which time it shall terminate; however, it may be renewed by mutual, written agreement executed by the Baldwin County Commission and the Baldwin County Board of Education. Notwithstanding the aforementioned, the Baldwin County Commission or the Baldwin County Board of Education may terminate this Memorandum of Understanding by delivering written notification to the other at any time for any purpose.

2. **SERVICES:**

A) The Baldwin County Board of Education shall supply breakfast, lunch and dinner to be picked up by the Baldwin County Regional Juvenile Detention Center from the Baldwin County High School or any other location from which they are provided through the Baldwin County Board of Education as set forth herein. All meals supplied will be composed of nutritious foods that meet United States Department of Agriculture meal patterns and quantity requirements, as specified in the National School Lunch Program Regulations.

B) The Baldwin County Board of Education shall provide the following type of primary meals at the specified rate below:

**Breakfast Service at \$2.50 each meal**

**Lunch Service at \$4.25 each meal**

**Dinner Service at \$4.25 for each meal**

C) The Baldwin County Board of Education shall provide to the Baldwin County Commission a monthly invoice promptly at the end of each month. The Baldwin

County Commission shall submit payment to the Baldwin County Board of Education for each such invoice within thirty (30) days of receipt.

**D)** The Baldwin County Board of Education shall be responsible for ensuring that any foods leaving the Baldwin County High School kitchen or any other location from which they are provided through the Baldwin County Board of Education under this Memorandum of Understanding, remain stored and served within the safe temperature range, as specified by state and all other applicable food safety and health regulations.

**E)** In exchange for the benefit of the services described herein, the Juvenile Detention Center shall maintain all records associated with the food services provided hereunder.

**F)** The Baldwin County Regional Juvenile Detention Center shall provide an adjusted meal count as the attendance varies from day to day to the Baldwin County High School kitchen.

**3. GENERAL UNDERSTANDINGS:**

**A)** This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and Baldwin County Board of Education and may be modified or amended only by a document in writing executed by the Baldwin County Commission and the Baldwin County Board of Education hereto and executed with the same formality of this Memorandum of Understanding.

**B)** This document is not meant in any way to bind, or to be a contractual obligation of, either the Baldwin County Commission or Baldwin County Board of Education. The understandings outlined herein are provided for the general purposes of



communicating the desires of the Baldwin County Commission and Baldwin County Board of Education hereto.

C) This Memorandum of Understanding shall supersede and replace any other agreements previously approved regarding food services between the Baldwin County Commission Juvenile Detention Center and the Baldwin County Board of Education.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

**BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_  
James E. Ball  
Chairman

Date: \_\_\_\_\_

***ATTEST:***

By: \_\_\_\_\_  
Ronald J. Cink  
Budget Director

Date: \_\_\_\_\_

**BALDWIN COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
EDDIE TYLER  
Superintendent

Date: \_\_\_\_\_

***ATTEST:***

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1269, **Version:** 1

**Item #:** BO2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Ron Ballard, Juvenile Detention Director

**Submitted by:** Ron Ballard, Juvenile Detention Director

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### **ITEM TITLE**

Memorandum of Understanding with Baldwin County Sheriff's Office for the Provision of Food Services at Baldwin County Regional Juvenile Detention Center

### **STAFF RECOMMENDATION**

Approve a Memorandum of Understanding between the Baldwin County Commission and the Baldwin County Sheriff's Office for the provision of food services at the Baldwin County Regional Juvenile Detention Center.

The Memorandum of Understanding shall take effect on the date of its full execution and shall expire in twelve (12) months at which time it shall terminate; however, it may be renewed by mutual agreement between the Baldwin County Commission and the Baldwin County Sheriff's Office. Notwithstanding the aforementioned, the Baldwin County Commission or the Baldwin County Sheriff's Office may terminate the Memorandum of Understanding by written notification to the other at any time thereafter for any purpose.

### **BACKGROUND INFORMATION**

**Background:** Food services would be for the primary provision of breakfast, lunch and dinner service on weekends. Additional food services would be for the provision of breakfast, lunch and dinner service for school holidays during the school year, summer break, and emergency weather, or as requested by the Juvenile Detention Director to the Baldwin County Sheriff's Office. The cost is \$3.50 per meal provided.

**Previous Commission action/date:** 07/20/2021

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$10,000.00

**Budget line item(s) to be used:** 105.52610.5218

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

No

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** Reviewed and approved by Brad Hicks

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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**Is advertising required for this recommendation?** No

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration:

Send MOU for execution to:

Sheriff Huey Hoss Mack

310 Hand Avenue

Bay Minette, Alabama 36507

Once executed original is received; send fully executed copy to BSCO

Cc: Ronald Ballard, Cian Harrison, Eva Cutsinger, Christie Davis, Dana Austin

**Additional instructions/notes:** Administration - place in ticker and upload fully executed agreement to BCAP

## **MEMORANDUM OF UNDERSTANDING**

Baldwin County Commission  
and  
Baldwin County Sheriff's Office

This MEMORANDUM OF UNDERSTANDING is entered into between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and the Baldwin County Sheriff's Office.

WHEREAS, the Baldwin County Commission and the Baldwin County Sheriff's Office have previously executed a Memorandum of Understanding pursuant to which the Baldwin County Sheriff's Office provides meals to the Baldwin County Regional Juvenile Detention Center;

WHEREAS, as of the effective date of this Memorandum of Understanding, the Baldwin County Sheriff's Office continues to provide meals to the Baldwin County Regional Juvenile Detention Center pursuant to said arrangement with the Baldwin County Commission;

WHEREAS, the Baldwin County Commission desires for the Baldwin County Sheriff's Office to continue to provide food services to the Baldwin County Regional Juvenile Detention Center for the benefit of the juveniles detained at the facility, and the Baldwin County Sheriff's Office desires to continue to do the same;

WHEREAS, the parties wish to execute a new Memorandum of Understanding pertaining to the provision of food services as set forth herein including for the primary provision of Breakfast, Lunch and Dinner Service on weekends, and additional food services would be for the provision of Breakfast, Lunch and Dinner Service for school holidays during the school year, summer break and emergency weather as set forth herein; and

WHEREAS, the Baldwin County Commission and the Baldwin County Sheriff's Office desire to execute this new Memorandum of Understanding to set forth and clarify the parties'

mutual understandings with respect to the provision of food services at the Juvenile Detention Center and the types of meals and the costs associated therewith.

NOW THEREFORE, in consideration of the parties' mutual understandings and obligations herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Baldwin County Commission and the Baldwin County Sheriff's Office hereby reduce their understandings to writing as follows:

1. **TERM.** This Memorandum of Understanding shall take effect on the date of full execution and shall extend until the expiration of twelve (12) months at which time it shall terminate; however, it may be renewed by mutual, written agreement executed by the Baldwin County Commission and the Baldwin County Sheriff's Office. Notwithstanding the aforementioned, the Baldwin County Commission or the Baldwin County Sheriff's Office may terminate this Memorandum of Understanding, with or without cause, by delivering written notification to the other.

2. **SERVICES.**

A) The Baldwin County Sheriff's Office shall provide food services to the Juvenile Detention Center Food which shall consist of providing Breakfast Service, Lunch Service, and Dinner Service to the Juvenile Detention Center five (5) days a week (Monday through Friday), with the exception of days that the Baldwin County Public Schools are closed. All meals supplied will be composed of nutritious foods that meet United States Department of Agriculture meal patterns and quantity requirements, as specified in the National School Lunch Program Regulations.

B) The Baldwin County Sheriff's Office shall provide the following type of primary meals to the Juvenile Detention at the following specified rate:

**Breakfast Service at \$3.50 for each meal;**

**Lunch Service at \$3.50 for each meal;**

**Dinner Service at \$3.50 for each meal.**

C) The Baldwin County Sheriff's Office shall provide the following types of meals only during school holidays during the school year, summer break and emergency weather situations and when determined and requested by the Baldwin County Commission's Juvenile Detention Director at the following specified rates:

**Breakfast Service at \$3.50 for each meal;**

**Lunch Service at \$3.50 for each meal;**

**Dinner Service at \$3.50 for each meal.**

D) The Baldwin County Sheriff's Office shall provide the Baldwin County Commission a monthly invoice promptly at the end of each month, and the Baldwin County Commission shall submit reimbursement to the Baldwin County Sheriff's office within thirty days of receipt of said invoice.

E) The Baldwin County Sheriff's Office shall ensure that all foods are within the safe temperature range, as specified by state and other applicable food safety and health regulations, when it leaves the Baldwin County Corrections Center kitchen or any other location from which the meals are provided.

F) In exchange for the benefit of the services described herein, the Juvenile Detention Center shall maintain all records associated with the services provided under this agreement.

**G)** The Baldwin County Regional Juvenile Detention Center shall provide the Baldwin County Sheriff's Office Corrections Center kitchen an adjusted meal count as the attendance varies from day to day.

**H)** The Juvenile Detention Center shall provide an adjusted meal count as the attendance varies from day to day to the Baldwin County Sheriff's Office Corrections Center kitchen.

**3. GENERAL UNDERSTANDINGS.**

**A)** This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and the Baldwin County Sheriff's Office and may be modified or amended only by a document in writing executed by the Baldwin County Commission and the Baldwin County Sheriff's Office and executed with the same formality of this Memorandum of Understanding.

**B)** This document is not meant in any way to bind, or to be a contractual obligation of, either the Baldwin County Commission or the Baldwin County Sheriff's Office. The understandings outlined herein are provided for the general purposes of communicating the desires of the Baldwin County Commission and the Baldwin County Sheriff's Office.

**C)** This Memorandum of Understanding shall supersede and replace any other agreements previously approved regarding food services between the Baldwin County Commission and the Baldwin County Sheriff's Office.



IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

**BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_  
James E. Ball, Chairman

Date: \_\_\_\_\_

***ATTEST:***

By: \_\_\_\_\_  
Ronald J. Cink, Budget Director

Date: \_\_\_\_\_

**BALDWIN COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
HUEY "HOSS" MACK, SHERIFF

Date: \_\_\_\_\_

***ATTEST:***

By: \_\_\_\_\_  
COL. ANTHONY LOWERY, Chief Deputy

Date: \_\_\_\_\_



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1253, **Version:** 1

**Item #:** BQ1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** George Majors, Animal Shelter Manager

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Animal Control Department - Employment of Two (2) Animal Control Technician Positions

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Gabriel Busch to fill the open Animal Control Technician position (PID #5358) at a grade 304 (\$13.38 per hour / \$27,830.40 annually); and
- 2) Approve the employment of Haegan Wilson to fill the open Animal Control Technician position (PID #5438) at a grade 304 (\$13.38 per hour / \$27,830.40 annually).

These actions shall be effective no sooner than August 8, 2022.

### BACKGROUND INFORMATION

**Background:** The Animal Control Technician positions were vacated due to the resignation/promotion of the previous employees. The Animal Shelter Manager respectfully requests that the above recommendations are approved.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** \$55,660.80 - budgeted

**Budget line item(s) to be used:** 10955410.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1254, **Version:** 1

**Item #:** BQ2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Kelly Childress, Council on Aging Coordinator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Council on Aging - Employment of Two (2) Part-time Center Manager Assistant Positions

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Carolyn Bittle to fill the open part-time Center Assistant (Little River) position (PID #5670) at a grade 302 (\$12.13 per hour); and
- 2) Approve the employment of Treasa Johnson to fill the open part-time Center Assistant (Loxley) position (PID #5671) at a grade 302 (\$12.13 per hour); and
- 3) Approve the updated organizational chart for Council on Aging.

These actions shall be effective no sooner than August 8, 2022.

### BACKGROUND INFORMATION

**Background:** The part-time Center Assistant positions were newly created in June 2022. The Council on Aging Coordinator respectfully requests that the above recommendations are approved.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** \$36,584.08 - budgeted

**Budget line item(s) to be used:** 14056200.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

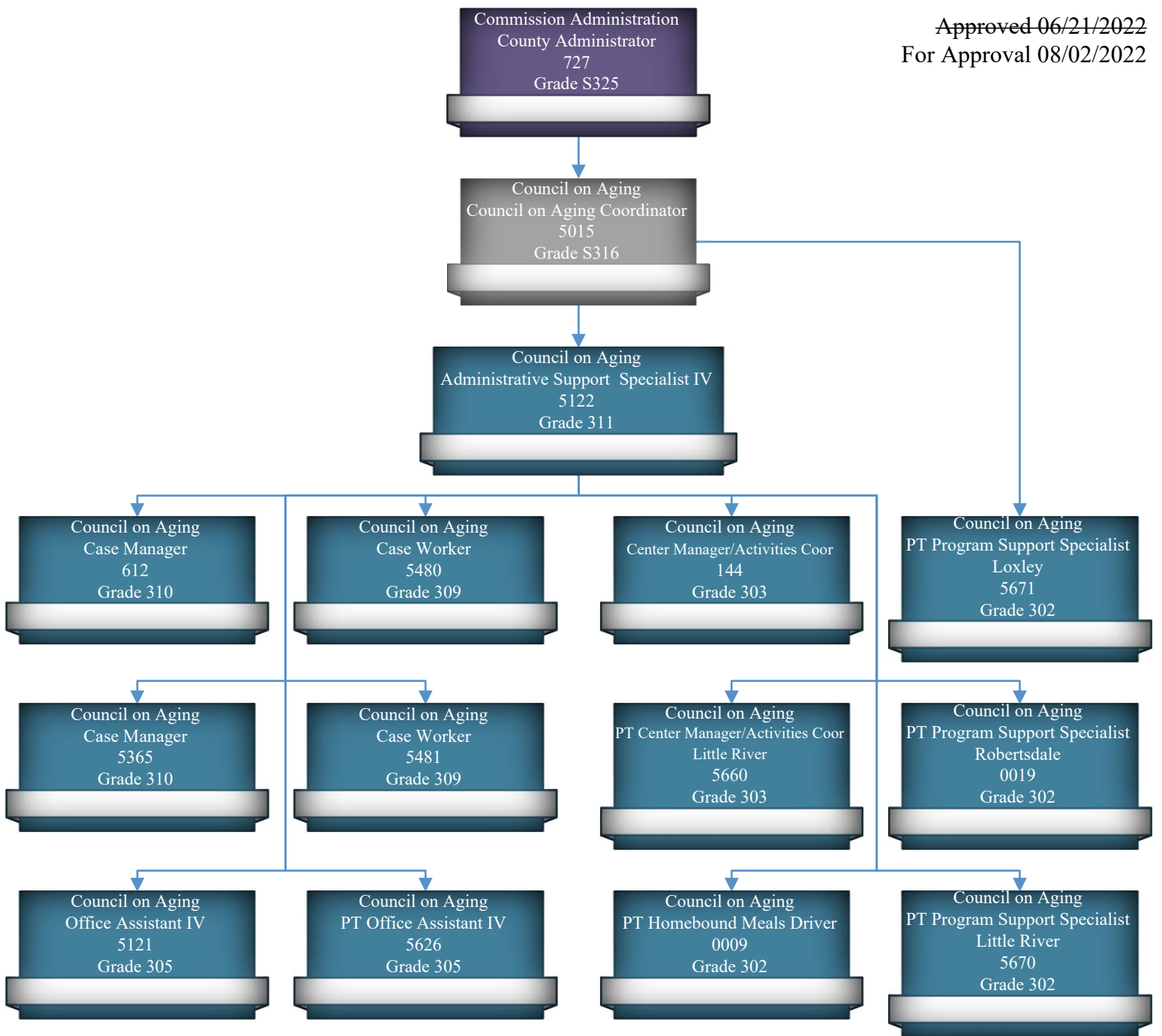
**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1294, **Version:** 1

**Item #:** BQ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Highway Department (Foley) - Personnel Changes

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Jeffrey Beck from the Operator Technician II position (PID #897) grade 308 (\$20.52 per hour / \$42,681.60 annually), in the Silverhill Highway Department (53112), to fill the open Operator Technician III position (PID #292) at a grade 309 (\$22.16 per hour / \$46,092.80 annually), in the Foley Highway Department (53113), to be effective no sooner than August 15, 2022; and
- 2) Approve the promotion of Joseph Nelson from the Operator Technician II position (PID #894) grade 308 (\$17.15 per hour / \$35,672.00 annually) to fill the open Operator Technician III position (PID #296) at a grade 309 (\$18.55 per hour / \$38,521.60 annually) to be effective no sooner than August 15, 2022; and
- 3) Approve the employment of William Kenser to fill the open Operator Technician Trainee position (#5494) at a grade 304 (\$13.38 per hour / \$27,830.40 annually) to be effective no sooner than August 8, 2022.

### BACKGROUND INFORMATION

**Background:** The Operator Technician III positions were vacated due to the promotion/retirement of the previous employees and the Operator Technician Trainee position was vacated due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendations are approved.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** \$112,444.80 - budgeted

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**Budget line item(s) to be used:** 11153113.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1255, **Version:** 1

**Item #:** BQ4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Highway Department (Silverhill) - Employment of One (1) Operator Technician I Position

### STAFF RECOMMENDATION

Approve the employment of Michael Szilagyi to fill the open Operator Technician I position (#5628) grade 307 (\$15.48 per hour / \$32,198.40 annually) to be effective no sooner than August 8, 2022.

### BACKGROUND INFORMATION

**Background:** The Operator Technician I Trainee position was vacated due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendations are approved.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** \$32,198.40 - budgeted

**Budget line item(s) to be used:** 11153112.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

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**ADVERTISING REQUIREMENTS**

..  
Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A

Additional instructions/notes: N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1256, **Version:** 1

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Highway Department (Traffic Operations) - Promotion of Employee

### STAFF RECOMMENDATION

Approve the promotion of Rodney Jacob Boutwell from the Traffic Control Technician I (Stripe) position (PID #5497) grade 307 (\$15.48 per hour / \$32,198.40 annually) to fill the open Traffic Control Technician II (Stripe) position (PID #5173) at a grade 308 (\$16.72 per hour / \$34,777.60 annually) to be effective no sooner than August 15, 2022.

### BACKGROUND INFORMATION

**Background:** The Traffic Control Technician position was vacated due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** \$34,777.60 - budgeted

**Budget line item(s) to be used:** 11153135.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

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Additional comments: N/A

**ADVERTISING REQUIREMENTS**

..  
Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A

Additional instructions/notes: N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1283, **Version:** 1

**Item #:** BQ6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Ron Ballard, JDC Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Juvenile Detention Center - Employment of One (1) Detention Worker I Position

### STAFF RECOMMENDATION

Approve the employment of Tyler Gardner to fill the Detention Worker I position (PID #5604) at a grade 308 (\$16.26 per hour / \$33,820.80 annually) to be effective no sooner than August 8, 2022.

### BACKGROUND INFORMATION

**Background:** The Detention Worker I position was vacated due to the resignation of the previous employee. The JDC Director respectfully requests that the above recommendation is approved.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** \$33,820.80 - budgeted

**Budget line item(s) to be used:** 10552610.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A

Additional instructions/notes: N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1257, **Version:** 1

**Item #:** BQ7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Harry D'Olive, Probate Judge

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Probate Office - Personnel Change

### STAFF RECOMMENDATION

Approve as increase in pay for Lindsey Sellers, License Revenue Officer I, from 306 (\$15.27 per hour / \$31,761.60 annually) to 306 (\$16.80 / \$34,944.00 annually) due to increase in duties, to be effective no sooner than August 15, 2022.

### BACKGROUND INFORMATION

**Background:** The Probate Judge respectfully requests that the above recommendation is approved.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** \$3,182.40 increase over annual budgeted amount

**Budget line item(s) to be used:** 10051700.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A



**ADVERTISING REQUIREMENTS**

..  
Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A

Additional instructions/notes: N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1264, **Version:** 1

**Item #:** BR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Matthew Brown, Planning Director

**Submitted by:** Crystal Bates, Planning Technician

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### **ITEM TITLE**

Baldwin County Commission Board of Adjustment #1 - Board Appointment(s)

### **STAFF RECOMMENDATION**

Related to the Baldwin County Commission Board of Adjustment #1 take the following actions:

- 1) Appoint Ms. Clarice Hall-Black as a regular member (Planning District 8 Designee) for a pro-rata reduced three (3) year term, to fill the place seat for new Planning District 8, said term commencing August 2, 2022, and expiring March 16, 2025; and
- 2) Appoint Mr. Mark Davis as an alternate member (Planning District 8 Designee) for a pro-rata reduced three (3) year term, to fill the place seat for new Planning District 8, said term commencing August 2, 2022, and expiring March 16, 2025; and
- 3) Appoint Mr. Leslie Stejskal as a regular member (Planning District 37 Designee) for a pro-rata reduced three (3) year term, to fill the place seat for new Planning District 37, said term commencing August 2, 2022, and expiring March 16, 2025; and
- 4) Appoint Ms. Elizabeth Wilson as an alternate member (Planning District 37 Designee) for a pro-rata reduced three (3) year term, to fill the place seat for new Planning District 37, said term commencing August 2, 2022, and expiring March 16, 2025.

### **BACKGROUND INFORMATION:**

**Previous Commission action/date:** July 19, 2022 - Last BCC board appointment

#### **Background:**

On May 8, 2020, an amendment (Act #2020-177) to the Baldwin County Planning and Zoning statutes was adopted pertaining to the Boards of Adjustment. The Code Section in question is Alabama Code Title 45, Local Laws Section 45-2-261.10. As approved, the amendment reduced the number of Boards of Adjustment from four (4) to two (2).

The appointment processes related to the Boards of Adjustment as set forth in the aforementioned

Alabama law are as follows:

**Establishment:** The Baldwin County Commission shall appoint two boards of adjustment, and the regulations and ordinances adopted pursuant to the authority of this subpart shall provide that the boards of adjustment, in appropriate cases and subject to appropriate conditions and safeguards, may make special exceptions to the terms of the ordinances and regulations in harmony with their general purposes and interests and in accordance with general or specific rules therein contained.

**Geographic Boundaries:** Board of Adjustment Number One shall serve western, central, and northern Baldwin County and shall include Planning Districts 4, 10, 12, 15, 16, 26, 28, and 31. Board of Adjustment Number Two shall serve southern Baldwin County and shall include Planning Districts 20, 21, 22, 23, 24, 25, 29, 30, 32, and 33. If the majority of qualified electors voting in an election in a territory that is not in a planning district on August 1, 2020, vote to come within the planning and zoning authority and jurisdiction of the Baldwin County Commission in accordance with Section 45-2-261.07, the new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship. Each board of adjustment shall consist of one regular member from each planning district. Each member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field. Each regular member shall be appointed for a term of three years in such a manner to serve staggered terms. A regular member shall continue service until a successor is duly appointed. The members of each board of adjustment shall elect a chair.

**Composition:** In addition to the regular members provided for in this section, the Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving he or she shall have and exercise the authority of a regular member. The alternate member shall have the same qualifications as a regular member and shall be appointed for three terms.

**Qualifications:** Members of each board of adjustment may be removed for cause by the Baldwin County Commission upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Each board of adjustment shall adopt bylaws in accordance with any ordinance or regulation adopted pursuant to this subpart. Meetings of each board of adjustment shall be held at the call of the chair of the board and at such other times as each board may determine, provided that no board of adjustment shall meet less than once every three months on a day to be determined by the board. The chair or, in his or her absence, the acting chair, may administer oaths and compel the attendance of witnesses. All meetings of the boards of adjustment shall be open to the public. Each board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact, and shall keep records of its examinations and of other official actions, all of which shall immediately be filed in the office of the board and shall be a public record.

**Previous Commission action/date:** N/A

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Send correspondence to:

New appointment letter to:  
Ms. Clarice Hall-Black  
18674 Twin Beech Rd  
Fairhope, Alabama 36532

Mr. Leslie Stejskal  
21251 Co Road 13  
Fairhope, Alabama 36532

Ms. Elizabeth Wilson  
11982B Co Rd 48  
Fairhope, Alabama 36532

Mr. Mark Davis  
7850 Dove Lane  
Fairhope, Alabama 36532

**Additional instructions/notes:** Administration- update board list and upload to BCAP, send notification email.

# BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #1

## [Western, Central and Northern Baldwin County Area]

**General Board Information:**

Appointed by Baldwin County Commission.

Board of Adjustment Number One shall serve western, central, and northern Baldwin County and shall include Planning Districts 4, 10, 12, 15, 16, 19, \*26, 28, and 31. Any new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship.

Each board of adjustment shall consist of one regular member from each planning district. A regular member shall continue service until a successor is duly appointed.

The Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving shall have and exercise the authority of a regular member.

Each regular and alternate member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Each member shall be appointed for a term of three years in such a manner to serve staggered terms. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

No board of adjustment shall meet less than once every three months.

Statutory Authority - Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719, as amended by Act No. 2020-177. Code of Alabama 1975, Section 45-2-216.10

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
<b>REGULAR MEMBERS</b>				
<b>Regular</b> PD 4 Designee	Charmein K. Moser 7489 Blakeley Oaks Drive South Spanish Fort, Alabama 36527  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 06/07/2022, term continuing from 03/16/2022	3 years	03/16/2025
<b>Regular</b> PD 10 Designee	Blayne G. Pierce 3 Armadillo Run Spanish Fort, Alabama 36527  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 06/07/2022, term continuing from 03/16/2022	3 years	03/16/2025
<b>Regular</b> PD 12 Designee	VACANT	12/21/2021 Accepted the resignation of Belmont Tommy Springer, Jr., effective 11/24/2021 and thanked him for his prior civic service	3 years	03/16/2023
<b>Regular</b> PD 15 Designee	James Guffy 14167 A US Hwy 90 Loxley, Alabama 36551  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 07/19/2022 for a pro-rata reduced term to fill the vacant place seat formerly held by Brandon Bias  07/19/2022 Accepted the resignation of Brandon Bias, effective 07/07/2022 and thanked him for his continued civic service	3 years	03/16/2023
<b>Regular</b> PD 16 Designee	Mr. Judd Gardener 7125 A Gabel Street Fairhope, Alabama 36532  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 07/19/2022 for a pro-rata reduced term	3 years	03/16/2025

## BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #1 – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
<b>REGULAR MEMBERS</b>				
<b>Regular</b> PD 19 Designee	Jamal Allen 6320 Antioch Church Road E Fairhope, Alabama 36532  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 06/01/2021 for a pro-rata reduced term	3 years	03/16/2024
<b>Regular</b> PD 26 Designee	Mary Shannon Hope 16015 Scenic Highway 98 Post Office Box 1009 (mailing) Point Clear, Alabama 36564  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2023
<b>Regular</b> PD 28 Designee	Norman Bragg 210 Black Oak Way Daphne, Alabama 36526  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 05/03/2022 for a pro-rata reduced term to fill the vacant place seat formerly held by Michael Cochran	3 years	03/16/2024
<b>Regular</b> PD 31 Designee	John M. Cooper 20800 County Road 62 N Robertsdale, Alabama 36567  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
<b>ALTERNATE MEMBERS</b>				
<b>Alternate</b> PD 10 Designee	Brandon Bias 7279 Wilkins Creek Court Spanish Fort, Alabama 36527  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 07/19/2022 for a pro-rata reduced term	3 years	03/16/2025
<b>Alternate</b> PD 12 Designee	Carolyn C. King 27495 County Road 71 N Robertsdale, Alabama 36567  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2023
<b>Alternate</b> PD 12 Designee	Rosellen E. Coggin 26735 Ard Road Robertsdale, Alabama 36567  •REGISTERED VOTER •ACTIVELY ENGAGED IN REAL ESTATE SALES AND HOLDS A REAL ESTATE AND/OR BROKER LICENSE	Appointed 03/16/2021	3 years	03/16/2024
<b>Alternate</b> PD 19 Designee	Tracy Frost 18204 Woodland Drive Fairhope, AL 36532  <u>Mailing Address:</u> Post Office Box 1241 Point Clear, Alabama 36564  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 06/01/2021 for a pro-rata reduced term	3 years	03/16/2024

## BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #1 – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
<b>ALTERNATE MEMBERS</b>				
<b>Alternate</b> PD 26 Designee	Gary D. E. Cowles 12593 County Road 1 Fairhope, Alabama 36532  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2023
<b>Alternate</b> PD 28 Designee	Jason L. Gault 214 Black Oak Way Daphne, Alabama 36526  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 05/03/2022 for a pro-rata reduced term to fill the place seat formerly held by Norman Bragg	3 years	03/16/2024
<b>Alternate</b> PD 31 Designee	Harry Donald (Donnie) Waters 19823 Donnie Waters Road Robertsdale, Alabama 36567  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
<b>Alternate</b> PD 31 Designee	VACANT	07/19/2022 Accepted the resignation of Donna Givens, effective 06/22/2022 and thanked her for her prior civic service	3 years	03/16/2024

Staff Note: During 12/01/2020, BCC Reg. Mtg. (Agenda Item BR1), BCC BOA #1, BOA #2, and BOA #3 were combined into one board, to be known as BOA #1. akj

\*District 26 was inadvertently omitted from Section (b), Page 2 of Act No. 2020-177. Planning staff is currently working with BC Legislative Delegation to have the matter resolved and the Act amended/corrected to have Planning District 26 listed under BOA#1. 03/16/2021 akj

\*\*Planning District 19 was added to the Board of Adjustment #1 on 06/01/2021 by adoption of BCC Resolution # 2021-076.

**REVISED: 07/19/2022 jb**





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1272, **Version:** 1

**Item #:** BR2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Matthew Brown, Planning Director

**Submitted by:** Paula Bonner, Planning Technician

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### **ITEM TITLE**

Baldwin County Commission Board of Adjustment #2 - Board Appointment(s)

### **STAFF RECOMMENDATION**

Related to the Baldwin County Commission Board of Adjustment #2 take the following action:

Appoint Ms. Noreen Kendle as a regular member (Planning District 25 Designee) for a pro-rata reduced three (3) year term, to fill the vacant place seat, said term commencing August 2, 2022, and expiring March 16, 2025.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** July 19, 2022 - Last BCC board appointment

#### **Background:**

On May 8, 2020, an amendment (Act #2020-177) to the Baldwin County Planning and Zoning statutes was adopted pertaining to the Boards of Adjustment. The Code Section in question is Alabama Code Title 45, Local Laws Section 45-2-261.10. As approved, the amendment reduced the number of Boards of Adjustment from four (4) to two (2).

The appointment processes related to the Boards of Adjustment as set forth in the aforementioned Alabama law are as follows:

**Establishment:** The Baldwin County Commission shall appoint two boards of adjustment, and the regulations and ordinances adopted pursuant to the authority of this subpart shall provide that the boards of adjustment, in appropriate cases and subject to appropriate conditions and safeguards, may make special exceptions to the terms of the ordinances and regulations in harmony with their general purposes and interests and in accordance with general or specific rules therein contained.

**Geographic Boundaries:** Board of Adjustment Number One shall serve western, central, and northern Baldwin County and shall include Planning Districts 4, 10, 12, 15, 16, 26, 28, and 31. Board of Adjustment Number Two shall serve southern Baldwin County and shall include Planning Districts 20, 21, 22, 23, 24, 25, 29, 30, 32, and 33. If the majority of qualified electors voting in an election in a territory that is not in a planning district on August 1, 2020, vote to come within the planning and

zoning authority and jurisdiction of the Baldwin County Commission in accordance with Section 45-2-261.07, the new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship. Each board of adjustment shall consist of one regular member from each planning district. Each member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field. Each regular member shall be appointed for a term of three years in such a manner to serve staggered terms. A regular member shall continue service until a successor is duly appointed. The members of each board of adjustment shall elect a chair.

**Composition:** In addition to the regular members provided for in this section, the Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving he or she shall have and exercise the authority of a regular member. The alternate member shall have the same qualifications as a regular member and shall be appointed for three terms.

**Qualifications:** Members of each board of adjustment may be removed for cause by the Baldwin County Commission upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Each board of adjustment shall adopt bylaws in accordance with any ordinance or regulation adopted pursuant to this subpart. Meetings of each board of adjustment shall be held at the call of the chair of the board and at such other times as each board may determine, provided that no board of adjustment shall meet less than once every three months on a day to be determined by the board. The chair or, in his or her absence, the acting chair, may administer oaths and compel the attendance of witnesses. All meetings of the boards of adjustment shall be open to the public. Each board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact, and shall keep records of its examinations and of other official actions, all of which shall immediately be filed in the office of the board and shall be a public record

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

New appointment letter to:

Ms. Noreen Kendle

6887 Beach Shore Drive

Gulf Shores, Alabama 36542

**Additional instructions/notes:** Administration - update board list and upload to BCAP, send notification email

# BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #2

## [Southern Baldwin County Area]

**General Board Information:**

Appointed by Baldwin County Commission.

Board of Adjustment Number Two shall serve southern Baldwin County and shall include Planning Districts 20, 21, 22, 23, 24, 25, 29, 30, 32, and 33. Any new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship.

Each board of adjustment shall consist of one regular member from each planning district. A regular member shall continue service until a successor is duly appointed.

The Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving shall have and exercise the authority of a regular member.

Each regular and alternate member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Each member shall be appointed for a term of three years in such a manner to serve staggered terms. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

No board of adjustment shall meet less than once every three months.

Statutory Authority - Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719, as amended by Act No. 2020-177. Code of Alabama 1975, Section 45-2-216.10

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
<b>REGULAR MEMBERS</b>				
<b>Regular</b> PD 20 Designee	Samuel Sterling Mitchell, III 11736 Laurendine Lane Post Office Box 533 (mailing) Magnolia Springs, AL 36555  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 06/07/2022, term continuing from 03/16/2022	3 years	03/16/2025
<b>Regular</b> PD 21 Designee	James Koeppen 17158 Cold Mill Loop Foley, AL 36535  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
<b>Regular</b> PD 22 Designee	David P. Brown 26490 Frank Road Elberta, Alabama 36530  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 12/07/2021 for a pro-rata reduced term	3 years	03/16/2024
<b>Regular</b> PD 23 Designee	Robert Broseus 1876 Princess Lane Lillian, Alabama 36549  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 04/06/2021 for a pro-rata reduced term	3 years	03/16/2023
<b>Regular</b> PD 24 Designee	Lawrence Kern 29654 Ono Boulevard Orange Beach, Alabama 36561  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 06/07/2022 for a pro-rata reduced term to fill the place seat formerly held by Theron I.V. Mashburn  06/07/2022 Accepted the resignation of Theron I.V. Mashburn and thanked him for his prior civic service	3 years	03/16/2025

## BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #2 – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
<b>REGULAR MEMBERS</b>				
<b>Regular</b> PD 25 Designee	VACANT	04/05/2022 Accepted the resignation of Ernest Church, effective 02/07/2022 and thanked him for his prior civic service	3 years	03/16/2023
<b>Regular</b> PD 29 Designee	VACANT		3 years	
<b>Regular</b> PD 30 Designee	John A. Slaats 9734 Clarke Ridge Road Foley, AL 36535  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
<b>Regular</b> PD 32 Designee	VACANT	06/07/2022 Accepted the resignation of Johanna W. Moloney, effective 03/16/2022, and thanked her for her prior civic service	3 years	
<b>Regular</b> PD 33 Designee	VACANT	04/05/2022 Accepted the resignation of John Hilderbrandt, effective 02/09/2022 and thanked him for his prior civic service	3 years	03/16/2022
<b>ALTERNATE MEMBERS</b>				
<b>Alternate</b> PD 21 Designee	Michael G. Swansburg 9287 Shore Drive Post Office Box 711 (mailing) Foley, AL 36535  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
<b>Alternate</b> PD 22 Designee	VACANT	08/17/2021 Accepted the resignation of Jack Danley, effective 08/01/2021, and thanked him for his prior civic service	3 years	03/16/2022
<b>Alternate</b> PD 25 Designee	Vickie Matranga 402 Veterans Road Gulf Shores, AL 36542  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 04/06/2021 for a pro-rata reduced term	3 years	03/16/2023
<b>Alternate</b> PD 30 Designee	Harold M. Stephens 9408 Clarke Ridge Road Foley, AL 36535  •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2023

Staff Note: During 12/01/2020, BCC Reg. Mtg. (Agenda Item BR1), BCC BOA #4 was renamed to be known as BOA #2. akg

**REVISED: 06/07/2022 kmr**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1268, **Version:** 1

**Item #:** BR3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Matthew Brown, Planning Director

**Submitted by:** DJ Hart, Planning Technician

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### **ITEM TITLE**

Baldwin County Planning and Zoning Commission - Board Appointment(s)

### **STAFF RECOMMENDATION**

As relates to the Baldwin County Planning and Zoning Commission, take the following actions:

- 1) Appoint Mr. Mike McKenzie as a temporary one-time member of the Board (BCC District 2 Nominee) for a three (3) year term to fill the place seat for the new Planning District 8, said term to commence August 2, 2022, and expire August 2, 2025.
- 2) Appoint Ms. Rebecca Teel as a temporary one-time member of the Board (BCC District 2 Nominee) for a three (3) year term to fill the place seat for the new Planning District 37, said term to commence August 2, 2022, and expire August 2, 2025.
- 3) Reappoint Mr. Jason Padgett as a regular member of the Board (BCC District 1 Nominee) for a four (4) year term, said term continuing from July 17, 2022, and expiring July 17, 2026.

### **BACKGROUND INFORMATION**

**Background:** Due to the recent election and approval of Planning District 8 and 37 map and ordinance one temporary one-time member will be added to the Planning Commission for a term of three (3) years for each district.

The Planning staff therefore respectfully requests the appointment of Mr. Mike McKenzie as a temporary one-time member to fill the place seat and represent District 8, and Ms. Rebecca Teel as a temporary one-time member to fill the place seat and represent District 37, said terms to commence August 2, 2022, and expire August 2, 2025.

Planning staff respectfully requests that Mr. Padgett be reappointed as a regular member (District 1 Nominee), said term continuing from July 17, 2022, and expiring July 17, 2026..

Planning staff has verified that these appointments meet the qualifications to be members of the Baldwin County Planning and Zoning Commission.

The Baldwin County Planning and Zoning Commission was created by Baldwin County Local Legislative Act, specifically Act No. 91-719 (1991), as amended by Act. No 93-668 (1993), as amended by Act No. 98-665 (1998), as amended by Act No. 2006-609 (2006), as amended by Act No. 2010-719 (2010). The aforementioned Alabama laws are codified at Section 45- 2-261 through 45-2-261.18 of the Code of Alabama 1975.

Section 45-2-261.01 of the Code of Alabama 1975 provides that the Planning and Zoning Commission shall be composed as a board of nine (9) regular members and other temporary members appointed by the Baldwin County Commission. All regular members shall be qualified electors and actual residents of Baldwin County; one (1) and only one (1) regular member may be a qualified elector who resides in the corporate limits of a Baldwin County municipality. All regular members shall serve a term of four (4) years each except when filling a vacant place seat (which shall be for the balance of the unexpired term). All temporary members shall serve a one-time term of three (3) years each and represent, respectively and singularly, a new Planning (Zoning) district which elects to come within the planning and zoning authority of the Baldwin County Commission. A temporary member shall be a qualified elector from the new Planning (Zoning) District. In the event any vacancy, such vacancy shall be filled by appointment of the Baldwin County Commission.

All members of the Planning and Zoning Commission shall serve without compensation and no member shall be a county officer or employee.

Furthermore, Section 45-2-261.40 of the Code of Alabama 1975 authorizes the Baldwin County Commission to appoint real estate agents or other persons in the field of real estate to the Planning and Zoning Commission; however, such number shall not exceed three (3) members.

**Previous Commission action/date:** March 15, 2022 - Last BCC board appointment

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Commission Administration Office

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Send appointment letter to:

Mr. Mike McKenzie  
8407 Charley Boothe Road  
Fairhope, Alabama 36532

Ms. Rebecca Teel  
10961 Grant Road  
Fairhope, Alabama 36532

Send reappointment letter to:

Mr. Jason Padgett  
53689 Hwy 59  
Stockton, Alabama 36579

Cc: Matthew Brown and DJ Hart

**Additional instructions/notes:** Administration - update board list and upload to BCAP, send notification email



# BALDWIN COUNTY PLANNING AND ZONING COMMISSION

## General Board Information:

Appointed by Baldwin County Commission.

Nine (9) regular members and circumstance-driven number of temporary one-time members.

Term of each “regular” member is four (4) years.

Term of a “temporary one-time” member is three (3) years.

All “regular” members must be qualified electors and actual residents of Baldwin County, Alabama.

Only one (1) regular member may reside in a city or town limits (i.e. live in a municipality).

All “temporary one-time” members must be a qualified elector of Baldwin County, Alabama, from the applicable Planning District said citizen represents.

Only three (3) members (of the total membership) may be real estate agents or persons in the field of real estate.

All vacancies filled by appointment of Baldwin County Commission.

All members serve without compensation but are eligible reasonable and necessary expenses.

No member shall be a county officer or employee.

*Statutory Authority:* Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719.

*Other Statutory Authority:* Act No. 84-499, as amended by Act No. 2010-719 - Baldwin County Commission may appoint real estate agents or other persons in the field of real estate to the Baldwin County Planning and Zoning Commission, such number shall not to exceed 3 members (regardless of status as a “regular” or “temporary one-time” member) of the Baldwin County Planning and Zoning Commission.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
At-Large BCC District Nominee	Daniel Nance 101 Pinetop Circle East Fairhope, AL 36532  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN THE CITY LIMITS OF FAIRHOPE NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Re-appointed 11/06/2018 term to commence 11/17/2018	4 years	11/17/2022
BCC District 1 Nominee	Steven Pumphrey Post Office Box 62 Silverhill, AL 36576  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE	Appointed 12/15/2020 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Nancy Mackey  12/15/2020 Accepted the resignation of Nancy Mackey dated 08/25/2020 and thanked her for her prior civic service	4 years	10/07/2023
BCC District 1 Nominee	Jason M. Padgett 53689 Highway 59 Stockton, AL 36579  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 07/07/2020 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Arthur Oken  07/07/2020 Accepted the resignation of Arthur Oken dated 02/28/2020 and thanked him for his prior civic service	4 years	07/17/2022
BCC District 2 Nominee	Brandon Bias 9102 Parliament Circle Daphne, AL 36526  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Re-appointed 10/19/2021 term to commence 11/01/2021	4 years	11/01/2025

## BALDWIN COUNTY PLANNING AND ZONING COMMISSION – Cont.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
BCC District 2 Nominee	<p>Plumer Tonsmeire 17200-C Scenic Highway 98 Fairhope, AL 36532</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Re-appointed 10/19/2021 term to commence 10/21/2021	4 years	10/21/2025
BCC District 2 Nominee (Temporary One-time Member)	<p>William (Bill) Booher 17472 Stillwood Lane Fairhope, AL 36532</p> <p><u>Mailing Address:</u> P.O. Box 647 Point Clear, AL 36564</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Appointed 07/06/2021 as a temporary one-time member to fill the place seat for the new Planning District 19	3 years	07/06/2024
BCC District 3 Nominee	<p>Robert Davis 17138 County Road 34 South Summerdale, AL 36580</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 08/20/2019 for a pro-rata reduced term to fill the place seat and expired term formerly held by Marvin Dewane Hayes</p> <p>08/20/2019 Thanked Marvin Dewane Hayes for his prior civic service</p>	4 years	06/30/2023
BCC District 3 Nominee	<p>Michael Mullek 24024 Rawls Road Robertsdale, AL 36567</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Re-appointed 03/15/2022 term to continue from 03/01/2022	4 years	03/01/2026
BCC District 4 Nominee	<p>David Gregory (Greg) Seibert 24147 Seibert Road Elberta, Alabama 36530</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Re-appointed 11/16/2021	4 years	12/02/2025
BCC District 4 Nominee	<p>Jamie Strategier 3510 Ponce de Leon Court Gulf Shores, Alabama 36542</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 03/15/2022 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Ernest Church, Jr.</p> <p>03/15/2022 Accepted the resignation of Ernest Church, Jr., dated 02/07/2022 and thanked Mr. Church for his prior civic service</p>	4 years	11/16/2025
	<b>STAFF MEMBERS</b>	<b>APPOINTED/REAPPOINTED</b>	<b>TERM OF OFFICE</b>	<b>EXP. DATE</b>
Staff Member	Matthew Brown, Planning Director Planning Department 22251 Palmer Street Robertsdale, Alabama 36576		Term of employment as Planning Director	



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1278, **Version:** 1

**Item #:** BR4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Matthew Brown, Planning Director

**Submitted by:** Matthew Brown, Planning Director

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### **ITEM TITLE**

Planning Jurisdiction Agreement with City of Foley

### **STAFF RECOMMENDATION**

Adopt Resolution #2022-141 which approves the Planning Jurisdiction Agreement between the Baldwin County Commission, the City of Foley, and the Planning Commission of the City of Foley, governing the regulation of subdivisions outside the City's corporate limits but within the municipal planning jurisdiction.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

#### **Background:**

The Governor signed Act No. 2021-297 (SB107) into law on April 27, 2021. The Act became effective 90 days following the Governor's signature, on July 26, 2021. While Act No. 2021-297 amended several different sections of Alabama's Code, this item focuses on the amendments to §11-52-30 which authorize the County and the municipalities to enter into agreements that establish which entity is responsible for the review and approval of subdivisions within the municipal planning jurisdiction, outside the municipal corporate limits.

Legal Counsel for Baldwin County, Hope Hicks, has negotiated a Planning Jurisdiction Agreement with the City of Foley. The Agreement grants the responsibility for the regulation, review, and approval of subdivisions within an area that is less than the boundaries of the allowable municipal planning jurisdiction (more closely aligns to 1.5 miles rather than the 3 miles allowed), exclusively to the City of Foley.

The City's exclusive authority to regulate, review, and approve subdivisions will be subject to applicable state law and the requirements of §11-52-32, Code of Alabama requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.

This will be the first of such agreements where the City's exclusive authority will not include the regulation of condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks. The county will continue to have exclusive review authority over these development applications.

Upon approval, Planning and Zoning staff will advertise and record the agreement in accordance with the requirements of the statute.

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
Yes.

**Reviewed/approved by:** Hope Hicks, County Legal Counsel

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes

**If the proof of publication affidavit is not attached, list the reason:** Advertising will take place after Commission approval.

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff and Planning and Zoning Staff

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
County Commission Office - Send a copy of the signed agreement to the following:

The Honorable Ralph Hellmich, Mayor  
City of Foley  
Post Office Box 1750

Foley, Alabama 36536

cc:

Miriam Boone, MPA, AICP, CFM  
Community Development Director  
Planner/Building Official  
mboone@cityoffoley.org

Provide electronic version to P&Z via [planning@baldwincountyal.gov](mailto:planning@baldwincountyal.gov).

Commission Administration staff - Update the following BCAP Libraries:  
Resolution, Planning Jurisdiction and Contracts

Planning and Zoning Staff - Publish in Local Paper and Update Planning Jurisdiction Layer in GIS  
and Associated Maps

**Additional instructions/notes:** Administration - place in tickler for proof of publication; upload to BCAP when received.

**AGREEMENT BETWEEN  
THE BALDWIN COUNTY COMMISSION,  
THE CITY OF FOLEY AND THE  
PLANNING COMMISSION OF THE CITY OF FOLEY  
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS  
WITHIN THE PLANNING JURISDICTION OF THE  
CITY OF FOLEY PLANNING COMMISSION**

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF FOLEY (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

WHEREAS, the COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION are parties to a previous agreement that established the planning jurisdiction around the MUNICIPALITY for the MUNICIPAL PLANNING COMMISSION to exercise and apply its subdivision regulations; and

WHEREAS, recent changes to State Law pertaining to planning jurisdictions have caused the parties to revisit and review their previous agreement;

NOW, THEREFORE, in consideration of the mutual benefits, rights, and responsibilities contained herein, the parties hereby agree as follows:

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION shall include all land located in the corporate limits of the MUNICIPALITY, as it may exist and change from time to time, and all land lying within the boundary depicted on Exhibit "A", which boundary is within one and one-half miles of the corporate limits of the MUNICIPALITY and is not located in the corporate limits of another municipality or within the planning jurisdiction of another municipality until December 31, 2022. See Map attached hereto as Exhibit A.

2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY as of January 1, 2023, shall include all land located in the corporate limits of the MUNICIPALITY and all land lying not located in any other municipality within a mile and a half from the corporate limits of the MUNICIPALITY, except that land lying within the planning jurisdiction of more than one municipality having a municipal planning commission, the jurisdiction of each municipal planning commission shall terminate at a boundary line equidistant from the

respective corporate limits of the municipalities until July 25, 2023. See Map attached hereto as Exhibit A.

3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall regulate, review, approve, and enforce subdivision regulations for condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks that are fully outside of the corporate limits of the MUNICIPALITY and inside of the boundary depicted on Exhibit A.

4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.

5. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall have exclusive responsibility for the regulation, review, approval, administration, and enforcement of the development of subdivisions which are wholly or partly located within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, subject to applicable state law and the requirements of Section 11-52-32, Code of Alabama requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.

6. Unless otherwise provided or allowed by applicable state law, where the MUNICIPAL PLANNING COMMISSION is responsible for the regulation and enforcement of a subdivision development within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION outside the corporate limits of the MUNICIPALITY, no map or plat of any subdivision shall be recorded, and no property shall be sold referenced to the map or plat, until and unless it has been first submitted to, and approved by, the MUNICIPAL PLANNING COMMISSION, pursuant to § 11-52-32, Code of Alabama, and then certified by the county engineer or his or her designee within 30 days of being submitted to the county engineer. Approval by the county engineer shall not constitute approval in lieu of or on behalf of the MUNICIPALITY with respect to a subdivision development regulated and enforced by the MUNICIPAL PLANNING COMMISSION.

7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, then the subdivision regulations of the MUNICIPAL PLANNING COMMISSION shall apply. The MUNICIPAL PLANNING COMMISSION may alter and amend its subdivision regulations in its sole discretion from time to time.

8. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that in the case of any subdivision located outside the corporate limits of the MUNICIPALITY which has received preliminary plat approval from the COMMISSION or MUNICIPAL PLANNING COMMISSION prior to the effective date of this Agreement, the same shall continue to be solely under the jurisdiction of the respective COMMISSION or MUNICIPAL PLANNING COMMISSION as long as the approval remains effective.

9. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any application for subdivision located outside the corporate limits of the MUNICIPALITY properly submitted and accepted into the COMMISSION'S or MUNICIPAL PLANNING COMMISSION'S subdivision review process prior to the effective date of this Agreement shall remain under the review authority of the entity to whom it was properly submitted.

10. Except as provided in paragraph 4 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.

11. If any part, section, or subdivision of this Agreement shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Agreement which shall continue in full force.

12. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but with the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

13. This Agreement shall become effective on the later of the following two dates: (1) July 26, 2021, or (2) the date upon which the last of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.

14. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.



[SIGNATURES ON THE FOLLOWING PAGE]

COMMISSION:

BALDWIN COUNTY COMMISSION

ATTEST:

\_\_\_\_\_  
Ronald Cink  
Interim County Administrator

\_\_\_\_\_  
By: James E. Ball  
Its: Chairman

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that JAMES E. BALL, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and RONALD CINK, whose name as Interim County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

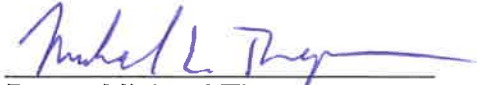
Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

MUNICIPALITY:

CITY OF FOLEY,  
ALABAMA

ATTEST:



By: Michael Thompson  
Its: City Administrator

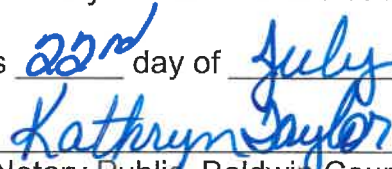


By: Ralph Hellmich  
Its: Mayor

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Kathryn Taylor, a Notary Public in and for said County in said State, hereby certify that RALPH HELLMICH, whose name as Mayor of FOLEY, ALABAMA, and MICHAEL THOMPSON, whose name as City Clerk of FOLEY, ALABAMA, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and seal this 20<sup>th</sup> day of July, 2022.




Notary Public, Baldwin County, Alabama

My Commission Expires: ~~My Commission Expires~~  
June 28, 2025



MUNICIPAL PLANNING COMMISSION:

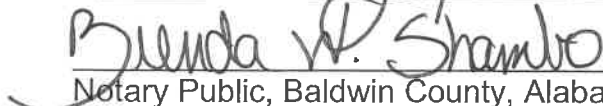
PLANNING COMMISSION OF THE  
CITY OF FOLEY, ALABAMA

  
By: WES ABRAMS  
Its: Chairman

STATE OF ALABAMA  
COUNTY OF BALDWIN

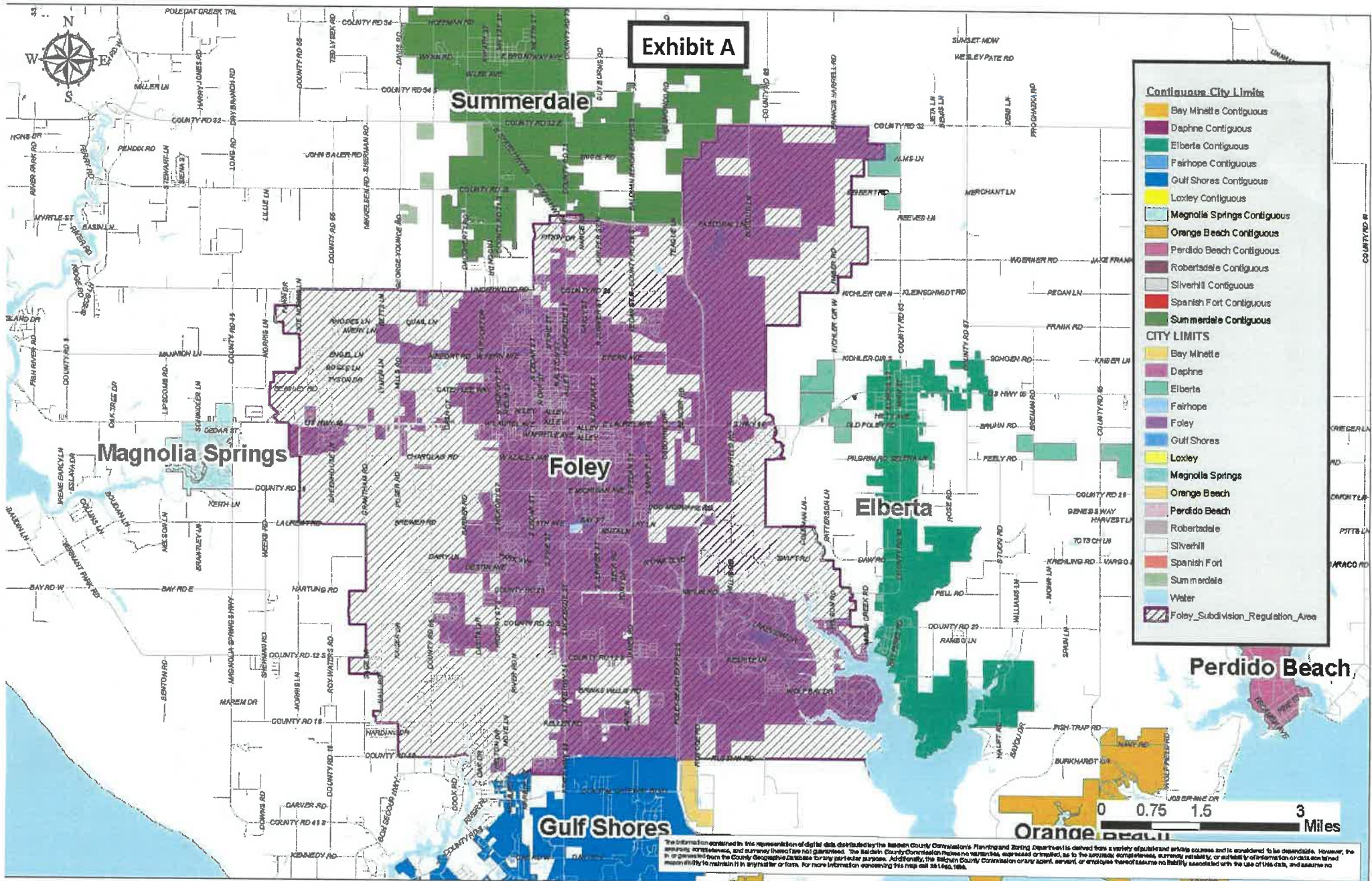
I, Brenda W. Shambo, a Notary Public in and for said County in said State, hereby certify that Wes Abrams, whose name as Chairman of the PLANNING COMMISSION OF FOLEY, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Planning Commission on the day the same bears date.

Given under my hand and seal this 25<sup>th</sup> day of July, 2022.

  
Notary Public, Baldwin County, Alabama  
My Commission Expires: April 28, 2024



**Exhibit A**



**Contiguous City Limits**

- Bay Minette Contiguous
- Daphne Contiguous
- Elberta Contiguous
- Fairhope Contiguous
- Gulf Shores Contiguous
- Loxley Contiguous
- Magnolia Springs Contiguous
- Orange Beach Contiguous
- Perdido Beach Contiguous
- Robertsdale Contiguous
- Silverhill Contiguous
- Spanish Fort Contiguous
- Summerdale Contiguous

**CITY LIMITS**

- Bay Minette
- Daphne
- Elberta
- Fairhope
- Foley
- Gulf Shores
- Loxley
- Magnolia Springs
- Orange Beach
- Perdido Beach
- Robertsdale
- Silverhill
- Spanish Fort
- Summerdale
- Water
- Foley\_Subdivision\_Regulation\_Area

The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of published and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission and any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any form or format. For more information concerning this map call 334.966.1666.





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1273, **Version:** 1

**Item #:** BR5

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Matthew Brown, Planning Director

**Submitted by:** Matthew Brown, Planning Director

### **ITEM TITLE**

Proposed Planning (Zoning) District 39 - Acceptance of Notice of Intent to Form a Planning (Zoning) District, Determination Regarding Infeasibility of Using Precinct Boundaries, and Acceptance of Proposed District Boundaries

### **STAFF RECOMMENDATION**

Pursuant to Alabama Code §45-2-261.07, take the following actions:

- 1) Accept the notice of intent to form a Planning (Zoning) District and request a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 39; and
- 2) Make a determination that it is not feasible to utilize the Voting Precinct boundaries of precinct 43 as the proposed Planning (Zoning) District 39 boundary; and
- 3) Accept the proposed Planning (Zoning) District 39 boundaries subject to a subsequent affirmative referendum vote pursuant to Alabama Code §45-2-261.07.

### **BACKGROUND INFORMATION**

#### **Background:**

Citizen Frank L. Leatherbury, residing at 12744 River Creek Drive Fairhope, Alabama 36532, part of current Planning (Zoning) District 14, has approached the Planning and Zoning staff regarding the formation of a new Planning (Zoning) District and requested a referendum for Zoning in this new district.

Coming under the Planning and Zoning Jurisdiction of Baldwin County is a citizen driven effort. The process must be initiated and led by the citizens. Alabama Code §45-2-261.07, requires that a new planning district "correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible."

The requesting citizen, Frank Leatherbury, resides in voting precinct 43. However, it is not feasible to utilize voting precinct 43 for a new Planning (Zoning) District for the following reasons:

Precinct 43 contains Fairhope corporate limits, which would automatically be excluded from the new

district and require a redrawing of the boundary.

Precinct 43 already contain portions of Planning (Zoning) Districts 8, 15, 16, & 37. These Districts are already zoned and the area within these boundaries would automatically be excluded from the new district and require a redrawing of the boundary.

Planning District 14 cannot be utilized in its current form because a portion of Planning (Zoning) District 14 is expected to be considered for a zoning vote as part of the proposed Planning (Zoning) District 38.

Because voting precinct 43 does not provide a feasible boundary, Planning and Zoning staff considered other factors to establish an appropriate boundary for the proposed Planning District 39. These factors included:

The north boundary is the Fairhope corporate limits and the boundary of newly created Planning (Zoning) Districts 8 & 37.

The east boundary is the centerline of Fish River.

The west boundary is the Fairhope corporate limits, the boundary of newly created Planning (Zoning) District 8, and the boundary of proposed Planning (Zoning) District 38.

The south boundary is the boundary of proposed Planning (Zoning) District 38.

Based on these factors, Planning and Zoning staff recommended the County Commission accept the proposed Planning District 39 boundaries subject to the subsequent affirmative referendum vote Alabama Code §45-2-261.07.

A map showing the boundaries of the proposed district (green color area) is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found in Alabama Code §45-2-261 and the proceeding sections.

1) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district. (PURPOSE OF THIS AGENDA)

2) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff will notify the Judge of Probate.

3) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning,

zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.

4) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified.

5) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years.

**Previous Commission action/date:** N/A

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Commission Administration Staff & Planning and Zoning Department



**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration Staff shall send letter to the requesting party notifying them that Planning (Zoning) District 39 boundaries have been accepted for planning, zoning, and voting purposes. The letter should be sent to the following:

Mr. Frank Leatherbury  
12744 River Creek Drive  
Fairhope, AL 36532

Planning and Zoning staff will contact the Judge of Probate in order to ascertain the preliminary number of signatures to call an election. Staff will provide the requesting party with the number of signatures required and petition forms for the use of collecting those signatures.

**Additional instructions/notes:** Planning and Zoning Department - Provide support as needed.

**From:** [Frank Leatherbury -LK](#)  
**To:** [Matthew Brown](#)  
**Subject:** Request for Consideration and Vote on Proposed District 39  
**Date:** Thursday, July 21, 2022 10:17:05 AM  
**Attachments:** [Proposed PD 39 V2.pdf](#)

---

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

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Mathew

Thank You for all of your help thus far in our consideration of proposed district 39.

We have received a lot of positive response and feel that we should move forward with a formal request.

We would be pleased to have our Baldwin County Commission consider us for Zoning and hereby ask for formal consideration.

Please advise us of our next steps.

Very Best Regards

Frank L Leatherbury

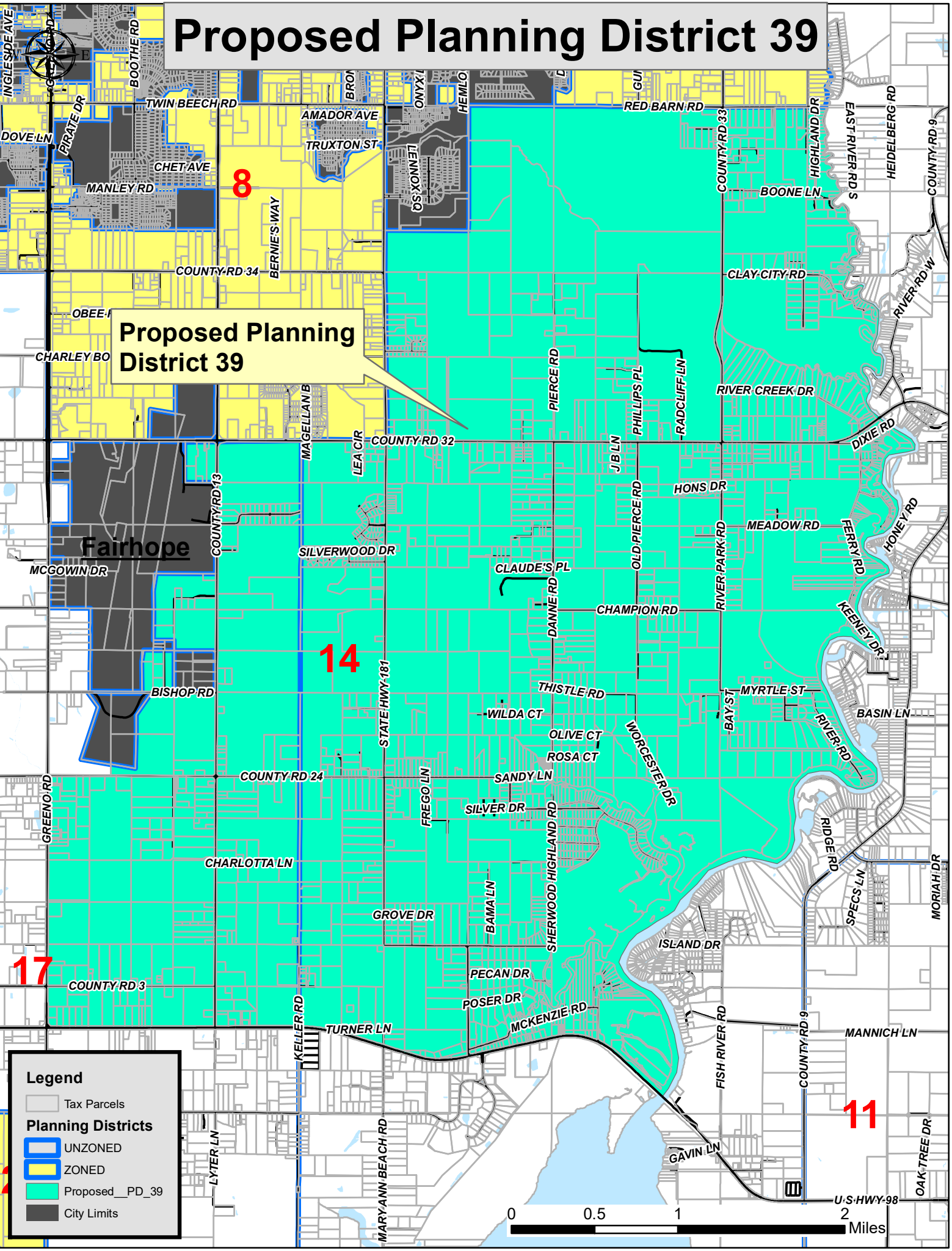
Leatherbury-Kalhagen LLC  
Leatherbury Real Estate Inc.  
12744 River Creek Drive  
Fairhope, AL 36532

Leatherbury Kalhagen  
Trinidad & Tobago LTD  
LP 3685 Western Main Road, Interisle / BG Yard, Chaguaramas  
Trinidad & Tobago, WI

[FrankL2@Leatherbury-Kalhagen.com](mailto:FrankL2@Leatherbury-Kalhagen.com)  
+1 251-709-0109

# Proposed Planning District 39

Proposed Planning District 39



**Legend**

- Tax Parcels
- Planning Districts**
  - UNZONED
  - ZONED
  - Proposed\_PD\_39
  - City Limits

0 0.5 1 2 Miles



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1275, **Version:** 1

**Item #:** CA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Ron Cink, County Administrator

**Submitted by:** Michelle Howard, Commission Executive Assistant

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### **ITEM TITLE**

240th Anniversary of National Purple Heart Day - August 7, 2022

### **STAFF RECOMMENDATION**

Bill Bergman, Commander Chapter 2206, of the Southwest Alabama Chapter of the Military Order of the Purple Heart, will address the Commission in remembrance of the sacrifices of those awarded the Purple Heart.

### **BACKGROUND INFORMATION**

**Background:** August 7th is commemorated throughout the United States as National Purple Heart Day. The Purple Heart is a United States military decoration awarded in the name of the President to those wounded or killed in combat who have earned the badge of honor while serving in the U.S. military on or after April 5, 1917.

The Purple Heart is the oldest military award still given to U.S. military members. On August 7th, local chapters of the Military Order of the Purple Heart sponsor services to remember and honor medal recipients from their communities.

The Baldwin County Commission respects and appreciates the service and sacrifices of our nation's armed forces and veterans.

Commander Bill Bergman will be in attendance to share the importance of this day and honor those who have sacrificed.

**Previous Commission action/date:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

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**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration Staff to print proclamation and place in binder for presentation.

**Additional instructions/notes:** N/A



**BALDWIN COUNTY COMMISSION  
BALDWIN COUNTY, ALABAMA**

**PROCLAMATION**

**PROCLAIMING AUGUST 7, 2022, AS “NATIONAL PURPLE HEART DAY” IN  
BALDWIN COUNTY, ALABAMA.**

WHEREAS, the Purple Heart is the oldest military decoration in the world in present use;  
and

WHEREAS, the Purple Heart is awarded in the name of the President of the United States to members of the Armed Forces who are wounded in a conflict with an enemy force or are wounded while held by an enemy force as prisoners of war, and is awarded posthumously to the next of kin of members of the Armed Forces who are killed in a conflict with an enemy force or who die of wounds received in a conflict with an enemy force; and

WHEREAS, the Purple Heart was established on August 7, 1782, during the Revolutionary War, when General George Washington issued an order establishing the Honorary Badge of Distinction, otherwise known as the Badge of Military Merit; and

WHEREAS, the award of the Purple Heart ceased with the end of the Revolutionary War, but was revived in 1932, the 200th anniversary of George Washington's birth, out of respect for his memory and military achievements; and

WHEREAS, observing National Purple Heart Day is a fitting tribute to George Washington and to the approximately two million recipients of the Purple Heart; now therefore

BE IT PROCLAIMED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby set aside August 7, 2022, as “National Purple Heart Day” in Baldwin County, Alabama, to encourage all the citizens of Baldwin County to learn about the history of the Purple Heart and to honor the members of the Armed Forces who have been awarded the Purple Heart.

*IN WITNESS, WHEREOF, we have hereunto set  
our hands and caused the Seal of Baldwin County,  
Alabama, to be affixed on this the 2<sup>nd</sup> day of  
August 2022.*

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Commissioner James E. Ball  
Chairman

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Commissioner Matthew P. McKenzie

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Commissioner Billie Jo Underwood

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Commissioner Charles F. Gruber  
Vice Chairman



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1142, **Version:** 1

**Item #:** DF1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Eddie Harper, Building Official

**Submitted by:** Mindy Smith, Permit Administrator

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### **ITEM TITLE**

\*Case No. UNA21-000047 - Unsafe Nuisance Abatement - 646 Bonita Court, Gulf Shores, Alabama

### **STAFF RECOMMENDATION**

Consider evidence regarding a nuisance structure located at 646 Bonita Court, Gulf Shores, Alabama to determine if:

1) No nuisance exists; or

2) If deemed a nuisance, adopt Resolution # 2022-112 which exercises the authority provided by Ala. Code 11-53A-24 and orders the Baldwin County Building Official to demolish and remove a public nuisance located at 646 Bonita Court, Gulf Shores, Alabama.

### **BACKGROUND INFORMATION**

**Background:** The Building Official has deemed a structure dangerous and unsafe at 646 Bonita Court, Gulf Shores, Alabama. The property owner has failed to comply with notice to abate the nuisance structure. A public hearing must be held regarding the failure to comply with the notice to give the property owner the opportunity to present evidence or speak to the Commissioners. Then, the County Commission is to decide if the nuisance should be demolished or removed or if no nuisance exists.

02/08/2022: Notice of Nuisance posted on structure

02/10/2022: Notice of Nuisance sent to owner via certified mail

02/18/2022: Notice of Filing recorded in Probate Office

07/13/2022: Building Official received letter from Mike Murray, owner of Outdoor Life Constructions, advising that the unsafe and dangerous conditions on the property had been remedied as of 06/30/2022.

07/14/2022: Inspection by the Building Department determined the unsafe and dangerous conditions of the property had not yet been remedied.

07/15/2022: Notice of Public Hearing sent to owner via first class mail; delivery will also be attempted by private process server

**Previous Commission action/date:** N/A

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### **FINANCIAL IMPACT**

**Total cost of recommendation:** None at this time. If the County Commission decides to abate said nuisance, staff will determine the cost.

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?** If the County Commission decides to abate said nuisance, funding will be necessary.

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** Brad Hicks, County Attorney

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** No

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Eddie Harper

**Action required (list contact persons/addresses if documents are to be mailed or emailed):** If the owner fails to appear at the public hearing and the County Commission adopts the resolution to abate the nuisance, notice of the resolution shall be published once in a newspaper of general circulation in Baldwin County and shall be mailed to the owner's last known address:

Michael Edward Hulcher  
6104 El Campo  
Ft. Worth, TX 76107

If the owner appears at the public hearing, no further notice of the order of the County Commission shall be required.

**Additional instructions/notes:** If the nuisance is abated, the property owner shall receive not less



than five days' notice by first class mail of the meeting at which the fixing of the costs are to be considered.

**IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA**

IN RE: Notice of Unsafe Condition,  
Public Nuisance and Order to Abate,  
  
at 646 BONITA COURT,  
GULF SHORES, BALDWIN COUNTY,  
ALABAMA, 36542

\*  
\*  
\*  
\*  
\*  
\*

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
Filed/cert. 2/18/2022 11:32 AM  
TOTAL \$ 19.00  
3 Pages

1979180



**NOTICE OF FILING**

Baldwin County, Alabama, a political subdivision of the State of Alabama, by and through its undersigned counsel, pursuant to section 11-53A-23, *Code of Alabama*, 1975, hereby files and records in the Office of the Judge of Probate of Baldwin County, Alabama, the attached Notice of Nuisance concerning the following real property located in Baldwin County, Alabama, to wit:

Lots Eight (8) and Nine (9), Block #1, of Plat of Survey of Bonita Court, a Resubdivision of part of Lots 19 to 26 inclusive, of Gulf Beach Subdivision "A", according to the plat of same recorded in Map Book No. 1, at Page 142, in the Probate Records of Baldwin County, Alabama, Plat of Survey of Bonita Court being recorded in Map Book No. 4, at Page 262 of the Probate Records of Baldwin County, Alabama.

The above-described real property is also identified as:

646 Bonita Court, Gulf Shores, Alabama 36542

Parcel Number: 05-69-08-02-0-005-068.000

The above-described real property is owned by MICHAEL EDWARD HULCHER, as evidenced by the Warranty Deed recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument No.: 1777943

Respectfully submitted,



J. BRADFORD BOYD HICKS (HIC023)

LAURA M. COKER (STR085)

LAUREN M. COLLINSWORTH (MIL180)

*Attorneys for Baldwin County Commission*

STONE CROSBY, P.C  
8820 US HWY 90  
Daphne, Alabama 36526  
[bhicks@stonecrosby.com](mailto:bhicks@stonecrosby.com)  
[lcoker@stonecrosby.com](mailto:lcoker@stonecrosby.com)  
[llcollinsworth@stonecrosby.com](mailto:llcollinsworth@stonecrosby.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on the 10<sup>th</sup> day of February 2022, I filed the foregoing with the Clerk of the Court and sent Notice to the following via United States Postal Service:

MICHAEL EDWARD HULCHER  
6104 El Campo  
Fort Worth, Texas 76107

MICHAEL EDWARD HULCHER  
646 Bonita Court  
Gulf Shores, Alabama 36542

Lauren M Collinsworth

THIS DOCUMENT PREPARED BY:

LAUREN M. COLLINSWORTH of

STONE CROSBY, P.C.  
8820 U. S. Highway 90  
Daphne, Alabama 36526  
(251) 626-6696



**BALDWIN** COUNTY,  
ALABAMA  
*Building Department*

Via: First Class Mail and Certified Mail

Michael Edward Hulcher  
6104 El Campo  
Ft Worth, TX 76107

February 8, 2022

**Re: Notice of Nuisance**  
646 Bonita Ct, Gulf Shores, Baldwin County, Alabama  
Tax Parcel Number 05-69-08-02-0-005-068.000

Dear Michael Edward Hulcher:

The Building Official of the Baldwin County Commission has made a physical inspection of your property located at 646 Bonita Ct, Gulf Shores, Baldwin County, Alabama and more particularly described as: 100 X 111 BONITA COURT LOTS 8 & 9 BLK 1 GR SEC 2-T9S-R1E PB4 PG262.

Based on current property records, you are the owner of the above mentioned property. If you are not the owner, please notify us immediately.

Upon inspection of your property, the Building Official has determined that due to a structure on the property in severe state of disrepair, your property is unsafe and dangerous to the extent of being a public nuisance. **Therefore, you are hereby required to remedy and/or abate said nuisance within one hundred and twenty (120) days from the date of this notice OR within five (5) days of the date of this notice you may request a hearing before the designated nuisance administrative official to determine whether there has been a violation.** If you request a hearing, it will be held at 10:00 a.m. on March 2, 2022 at the Baldwin County Administration Building, County Commission Chambers, 322 Courthouse Square, Bay Minette, AL 36507.

**Failure to abate said nuisance within one hundred and twenty (120) days from the date of this notice may result in the Baldwin County Commission abating said nuisance and assessing the costs of abatement against the property.** Any costs assessed against the property, upon approval of the Baldwin County Commission, shall constitute a special assessment against your property and a lien on the property.

If you have any questions, please contact Danielle Anderson at 251.972.6837 ext. 2800. Thank you for your prompt attention to this matter.

Sincerely,

Eddie Harper  
Building Official of Baldwin County

**RESOLUTION NO. 2022-112**

**RESOLUTION OF THE COUNTY COMMISSION  
OF BALDWIN COUNTY, ALABAMA**

**EXERCISING THE AUTHORITY PROVIDED AT 11-53A-24 OF THE CODE OF  
ALABAMA 1975 AND ORDERING THE BALDWIN COUNTY BUILDING OFFICIAL  
TO DEMOLISH AND REMOVE A PUBLIC NUISANCE LOCATED AT  
646 BONITA CT, GULF SHORES, ALABAMA.**

**WHEREAS**, pursuant to Section 34-14A-12 of the Code of Alabama 1975, the Baldwin County Commission may condemn buildings, parts of buildings, or structures dangerous to the public and prohibit the use thereof and abate the same as a nuisance utilizing the same authority and procedures as municipalities pursuant to Sections 11-53A-20 to 11-53A-26 of the Code of Alabama, 1975;

**WHEREAS**, during the October 17, 2006, regular meeting, this honorable county governing body, subject to Section 34-14A-12 of the Code of Alabama 1975 and Sections 11-53A-20 to 11-53A-26 of the Code of Alabama, 1975, designated the Baldwin County Building Official to be the appropriate county official to exercise the authority and perform the duties as hereinabove provided and, further designated the Baldwin County Administrator as the county administrative officer for the purpose of any hearing that may be requested by the public subject to Section 11-53A-23 of Code of Alabama 1975;

**WHEREAS**, a structure on the property located at 646 Bonita Ct, Gulf Shores, in Baldwin County, Alabama (the "Property") is in a severe state of disrepair;

**WHEREAS**, the structure on the Property has created dangerous and unsafe conditions for the public;

**WHEREAS**, on February 8, 2022, property owner Michael Edward Hulcher ("Property Owner") was notified that the structure located on the Property necessitated removal or abatement due to its dangerous condition;

**WHEREAS**, the Property Owner has failed to comply with the notice to abate the unsafe structure;

**WHEREAS**, on August 2, 2022, a public hearing was held by the County Commission to allow the owner of record an opportunity to be heard in regard to noncompliance with the notice issued by the Baldwin County Building Official and said public hearing revealed that the owner was indeed noncompliant with said notice; now therefore

**BE IT RESOLVED** by the Baldwin County Commission, in regular session assembled, that, pursuant to the authority granted the Baldwin County Commission at Section 11-53A-24 of the Code of Alabama 1975, and to protect the health, safety and welfare of the public, it is **ORDERED** that the Baldwin County Building Official demolish and remove the public nuisance located at 646 Bonita Ct, Gulf Shores, Alabama, and otherwise known as parcel number 05-69-08-02-0-005-068.000 in the records of the Office of Revenue Commissioner of Baldwin County,

Alabama, upon the expiration of seven (7) days from the date of this resolution, with county labor and equipment or by provision from a private contractor.

**DONE**, under the Seal of Baldwin County, Alabama, as affixed on this the 2<sup>nd</sup> day of August 2022.

**BALDWIN COUNTY COMMISSION**

---

By: JAMES E. BALL  
Its: Chairman

ATTEST:

---

RON CINK  
Interim County Administrator

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, JAMES E. BALL, Chairman of the Baldwin County Commission, do hereby certify that the foregoing is a true and correct copy of a resolution of the Baldwin County Commission adopted at its meeting on August 2, 2022, and that the same is in full force and effect.

WITNESS my hand and seal this the 2<sup>nd</sup> day of August, 2022.

---

By: JAMES E. BALL  
Its: Chairman

**RESOLUTION NO. 2022-112**

**RESOLUTION OF THE COUNTY COMMISSION  
OF BALDWIN COUNTY, ALABAMA**

**EXERCISING THE AUTHORITY PROVIDED AT 11-53A-24 OF THE CODE OF  
ALABAMA 1975 AND ORDERING THE BALDWIN COUNTY BUILDING OFFICIAL  
TO DEMOLISH AND REMOVE A PUBLIC NUISANCE LOCATED AT  
646 BONITA CT, GULF SHORES, ALABAMA.**

**WHEREAS**, pursuant to Section 34-14A-12 of the Code of Alabama 1975, the Baldwin County Commission may condemn buildings, parts of buildings, or structures dangerous to the public and prohibit the use thereof and abate the same as a nuisance utilizing the same authority and procedures as municipalities pursuant to Sections 11-53A-20 to 11-53A-26 of the Code of Alabama, 1975;

**WHEREAS**, during the October 17, 2006, regular meeting, this honorable county governing body, subject to Section 34-14A-12 of the Code of Alabama 1975 and Sections 11-53A-20 to 11-53A-26 of the Code of Alabama, 1975, designated the Baldwin County Building Official to be the appropriate county official to exercise the authority and perform the duties as hereinabove provided and, further designated the Baldwin County Administrator as the county administrative officer for the purpose of any hearing that may be requested by the public subject to Section 11-53A-23 of Code of Alabama 1975;

**WHEREAS**, a structure on the property located at 646 Bonita Ct, Gulf Shores, in Baldwin County, Alabama (the "Property") is in a severe state of disrepair;

**WHEREAS**, the structure on the Property has created dangerous and unsafe conditions for the public;

**WHEREAS**, on February 8, 2022, property owner Michael Edward Hulcher ("Property Owner") was notified that the structure located on the Property necessitated removal or abatement due to its dangerous condition;

**WHEREAS**, the Property Owner has failed to comply with the notice to abate the unsafe structure;

**WHEREAS**, on August 2, 2022, a public hearing was held by the County Commission to allow the owner of record an opportunity to be heard in regard to noncompliance with the notice issued by the Baldwin County Building Official and said public hearing revealed that the owner was indeed noncompliant with said notice; now therefore

**BE IT RESOLVED** by the Baldwin County Commission, in regular session assembled, that, pursuant to the authority granted the Baldwin County Commission at Section 11-53A-24 of the Code of Alabama 1975, and to protect the health, safety and welfare of the public, it is ORDERED that the Baldwin County Building Official demolish and remove the public nuisance located at 646 Bonita Ct, Gulf Shores, Alabama, and otherwise known as parcel number 05-69-08-02-0-005-068.000 in the records of the Office of Revenue Commissioner of Baldwin County, Alabama, subject to the following conditions:

Within 90 days commencing August 2, 2022, the structure on the property, including without limitation the subfloor, must be demolished and removed down to the pilings by the property owner. All removed debris and materials must be disposed of in compliance with federal, state, and local laws. Should the property owner fail to demolish and remove the structure down to the pilings within 90 days, the Baldwin County Building Official shall demolish and remove the structure pursuant to Alabama law.

**DONE**, under the Seal of Baldwin County, Alabama, as affixed on this the 2<sup>nd</sup> day of August 2022.

**BALDWIN COUNTY COMMISSION**

---

By: JAMES E. BALL  
Its: Chairman

ATTEST:

---

RON CINK  
Interim County Administrator

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, JAMES E. BALL, Chairman of the Baldwin County Commission, do hereby certify that the foregoing is a true and correct copy of a resolution of the Baldwin County Commission adopted at its meeting on August 2, 2022, and that the same is in full force and effect.

WITNESS my hand and seal this the 2<sup>nd</sup> day of August, 2022.

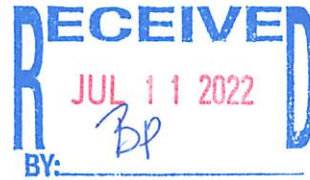
---

By: JAMES E. BALL  
Its: Chairman



July 6, 2022

Mr. Eddie Harper  
Building Official of Baldwin County  
Baldwin County Administration Building  
County Commission Chambers  
322 Courthouse Square  
Bay Minette, AL 36507



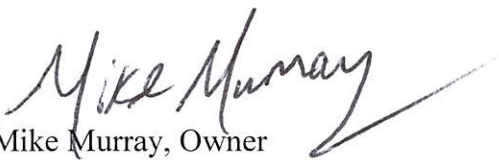
Re: Response to Notice of Nuisance  
Owner Mr. Michael Edward Hulcher  
646 Bonita Ct, Gulf Shores, Baldwin County, Alabama  
Tax Parcel Number 05-69-08-02-0-005-068.000

Dear Mr. Harper,

As of June 30, 2022, I need to inform you that the unsafe and dangerous conditions at the above listed property has been remedied. All measures have been taken to ensure a safe environment at said property by Outdoor Life Constructions.

If you have any questions, please contact me at 251-269-4652.

Sincerely,

  
Mike Murray, Owner  
Outdoor Life Constructions



# BALDWIN COUNTY, ALABAMA

*Building Department*

## Unsafe Nuisance Abatement Case No. UNA21-000047 646 Bonita Court, Gulf Shores

Photos Taken 07/14/2022



SAMUEL N. CROSBY  
GEORGE R. IRVINE, III♦  
L. BRIAN CHUNN  
SHAWN T. ALVES  
R. SCOTT LEWIS  
J. BRADFORD BOYD HICKS  
ERIN B. FLEMING  
LAURA M. COKER  
ELIZABETH CASON CHEELY♦  
LAUREN M. COLLINSWORTH  
FINLEY B. REEVES  
TYLER W. THULL

ALSO ADMITTED IN LOUISIANA♦  
ALSO ADMITTED IN PENNSYLVANIA♦

NORBORNE C. STONE, JR.  
1925-2011



**STONE CROSBY, P.C.**  
**ATTORNEYS AT LAW**

**DAPHNE OFFICE:**  
8820 U.S. HIGHWAY 90  
DAPHNE, ALABAMA 36526

TELEPHONE: (251) 626-6696  
FACSIMILE: (251) 626-2617

[www.stonecrosby.com](http://www.stonecrosby.com)

**BAY MINETTE OFFICE:**  
126 COURTHOUSE SQUARE  
BAY MINETTE, ALABAMA 36507  
TELEPHONE: (251) 937-2417  
FACSIMILE: (251) 937-0483

**FOLEY OFFICE:**  
7823 HIGHWAY 59 SOUTH  
FOLEY, ALABAMA 36535  
TELEPHONE: (251) 955-5155

**BIRMINGHAM OFFICE:**  
1914 4<sup>TH</sup> AVENUE NORTH  
SUITE 410  
BIRMINGHAM, ALABAMA 35203  
TELEPHONE: (205) 582-1471

July 15, 2022

**Via Private Process Server and First Class Mail:**

Michael Edward Hulcher  
6104 El Campo  
Fort Worth, Texas 76107

**Via First Class Mail:**

Michael Edward Hulcher  
646 Bonita Court  
Gulf Shores, Alabama 36542

**Re: NOTICE OF HEARING on AUGUST 2, 2022**  
**FAILURE TO COMPLY WITH NOTICE TO ABATE NUISANCE**

Mr. Michael Edward Hulcher:

On February 8, 2022, you were notified by the Baldwin County Commission that the structure located on your property at 646 Bonita Court in Gulf Shores, Alabama was in need of removal or abatement. The structure is dangerous and remains in an unsafe condition.

To date, you have failed to remove the dangerous structure and comply with the notice to abate the nuisance. **A public hearing regarding the status of your property and abatement by the County Commission will be held at the County Commission meeting on August 2, 2022, at 8:30 a.m., at the Baldwin County Administration Building, County Commission Chambers located at 322 Courthouse Square in Bay Minette, Alabama 36507.** You are welcome to attend the public hearing. After the public hearing, the County Commission may by resolution order the appropriate personnel to proceed with the work specified in the notice or may order that the nuisance be demolished or removed or may find that no nuisance exists.

If the County Commission orders that the nuisance be demolished, a subsequent hearing will be held to determine what the actual, total cost was to demolish the nuisance. Once the total cost of demolition has been calculated, the County Commission has the authority to adopt a resolution to assess the cost of abatement and demolition against the property as a lien on the property and the costs will thereafter be included in the property's ad valorem taxes.

If you have any questions, please contact us at (251) 626-6696.

Sincerely,

A handwritten signature in cursive script that reads "Lauren M. Collinsworth".

J. BRADFORD BOYD HICKS  
LAUREN M. COLLINSWORTH  
For the Firm





**BALDWIN** COUNTY, ALABAMA  
*Building Department*

Addendum Attachment  
DF1-Case No. UNA21-000047 Presentation  
August 2, 2022 BCC Meeting

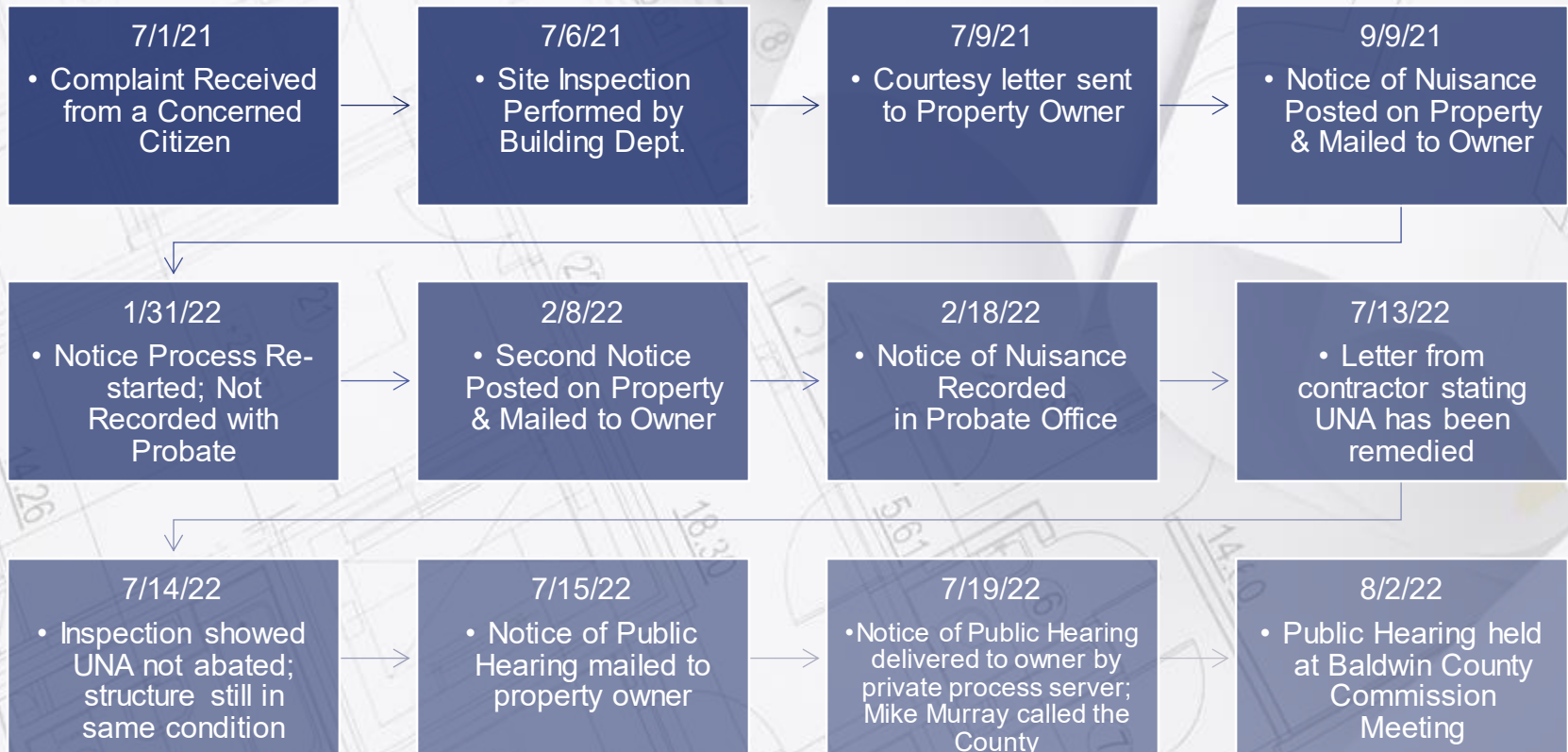
**Unsafe Nuisance Abatement Case No. UNA21-000047**  
**646 Bonita Court, Gulf Shores**

**Photos Taken 07/14/2022**



# Unsafe Nuisance Abatement Case No. UNA21-000047

## 646 Bonita Court, Gulf Shores





**Unsafe Nuisance Abatement Case No. UNA21-000047**  
**646 Bonita Court, Gulf Shores**



**7/1/2021: Complaint Received**  
**7/6/2021: Initial Site Inspection**  
**7/9/2021: Letter Sent to Owner**

**Unsafe Nuisance Abatement Case No. UNA21-000047**  
**646 Bonita Court, Gulf Shores**



**8/18/2021**

**30 Day Follow Up Inspection  
No Contact Received from Owner**



**Unsafe Nuisance Abatement Case No. UNA21-000047**  
**646 Bonita Court, Gulf Shores**



**9/9/2021**

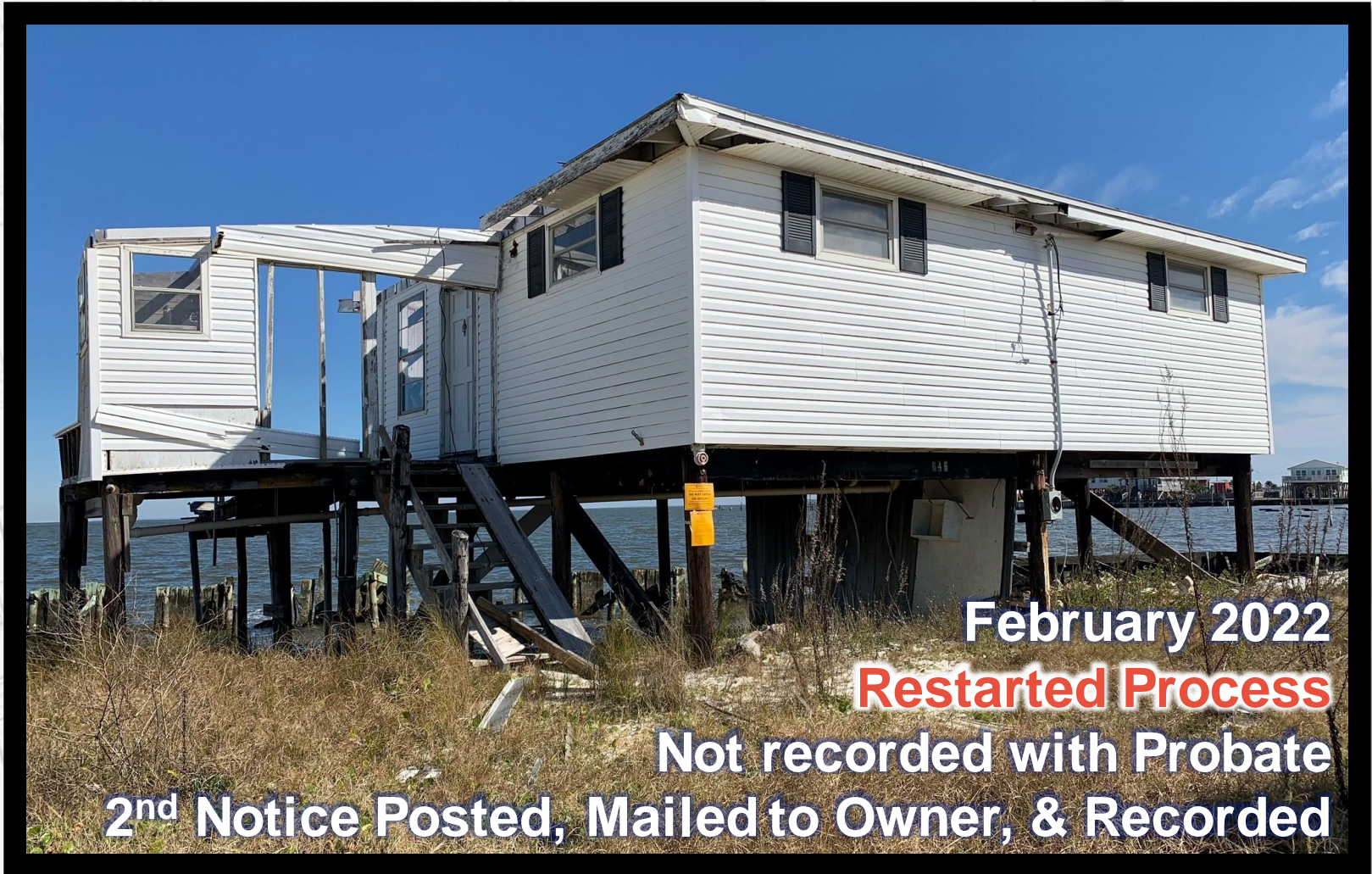
**Initial Notice of Nuisance Posted**

**Unsafe Nuisance Abatement Case No. UNA21-000047**  
**646 Bonita Court, Gulf Shores**





**Unsafe Nuisance Abatement Case No. UNA21-000047**  
**646 Bonita Court, Gulf Shores**



**February 2022**

**Restarted Process**

**Not recorded with Probate**

**2<sup>nd</sup> Notice Posted, Mailed to Owner, & Recorded**



**Unsafe Nuisance Abatement Case No. UNA21-000047**  
**646 Bonita Court, Gulf Shores**



**6/9/2022**

**Continued Monitoring  
End of 2<sup>nd</sup> 120 Day Cycle**

July 6, 2022

Mr. Eddie Harper  
Building Official of Baldwin County  
Baldwin County Administration Building  
County Commission Chambers  
322 Courthouse Square  
Bay Minette, AL 36507



Re: Response to Notice of Nuisance

Owner Mr. Michael Edward Hulcher  
646 Bonita Ct, Gulf Shores, Baldwin County, Alabama  
Tax Parcel Number 05-69-08-02-0-005-068.000

Dear Mr. Harper,

As of June 30, 2022, I need to inform you that the unsafe and dangerous conditions at the above listed property has been remedied. All measures have been taken to ensure a safe environment at said property by Outdoor Life Constructions.

If you have any questions, please contact me at 251-269-4652.

Sincerely,

Mike Murray, Owner

Outdoor Life Constructions

7/11/22:  
Letter received  
in Admin Dept.;  
forwarded to  
Building Dept.  
via courier.

7/13/22:  
Building Official  
received letter.

7/14/22:  
Site inspection  
showed no changes  
to the structure.



**Unsafe Nuisance Abatement Case No. UNA21-000047**  
**646 Bonita Court, Gulf Shores**



**7/14/2022**

**Day after Letter Received**

**Unsafe Nuisance Abatement Case No. UNA21-000047**  
**646 Bonita Court, Gulf Shores**

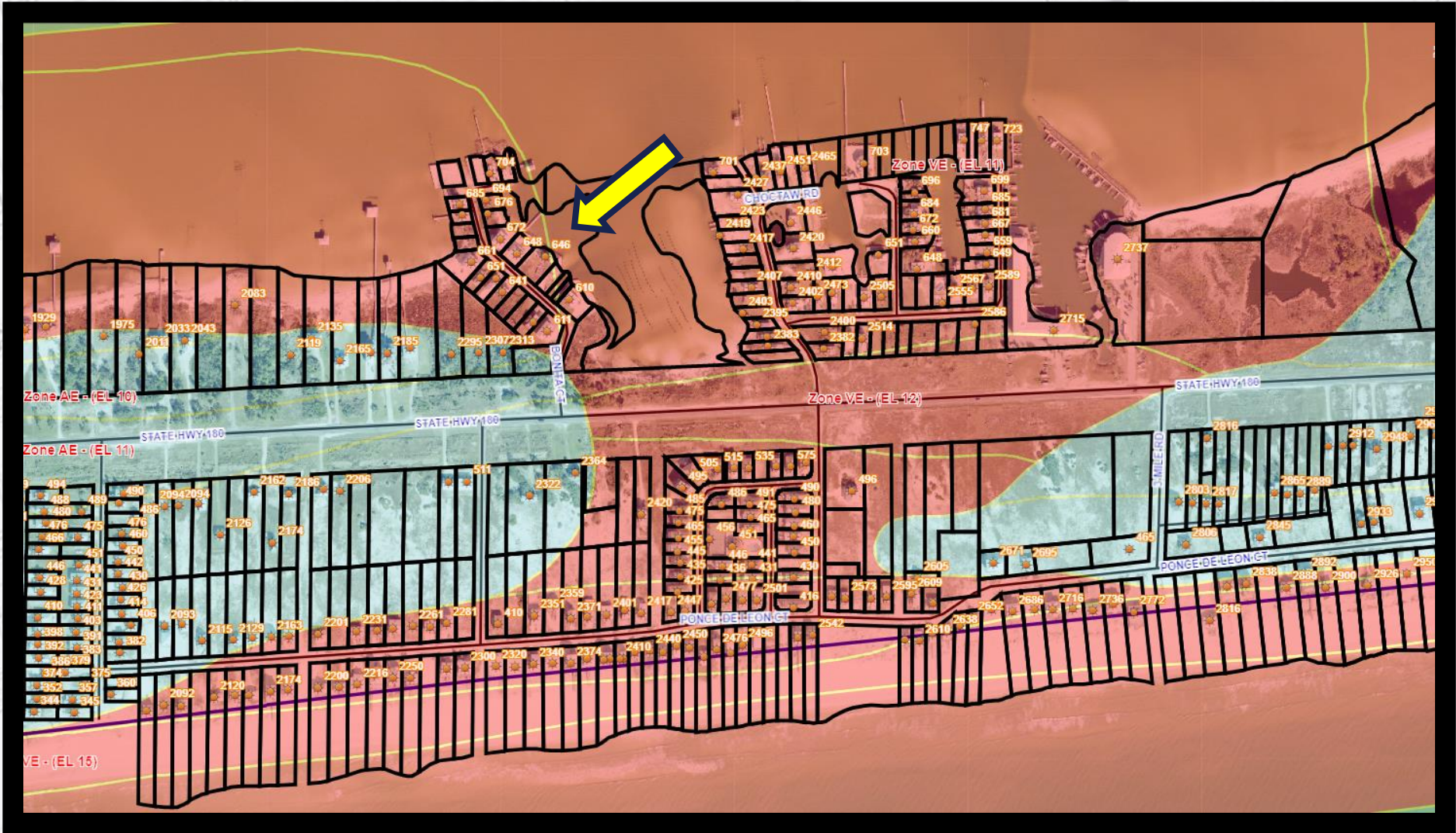
**7/19/22:**

- Notice of this public hearing was served in person to the owner
- Phone Call between Eddie Harper, Building Official, and Mike Murray, owner's contractor/ representative



# Unsafe Nuisance Abatement Case No. UNA21-000047

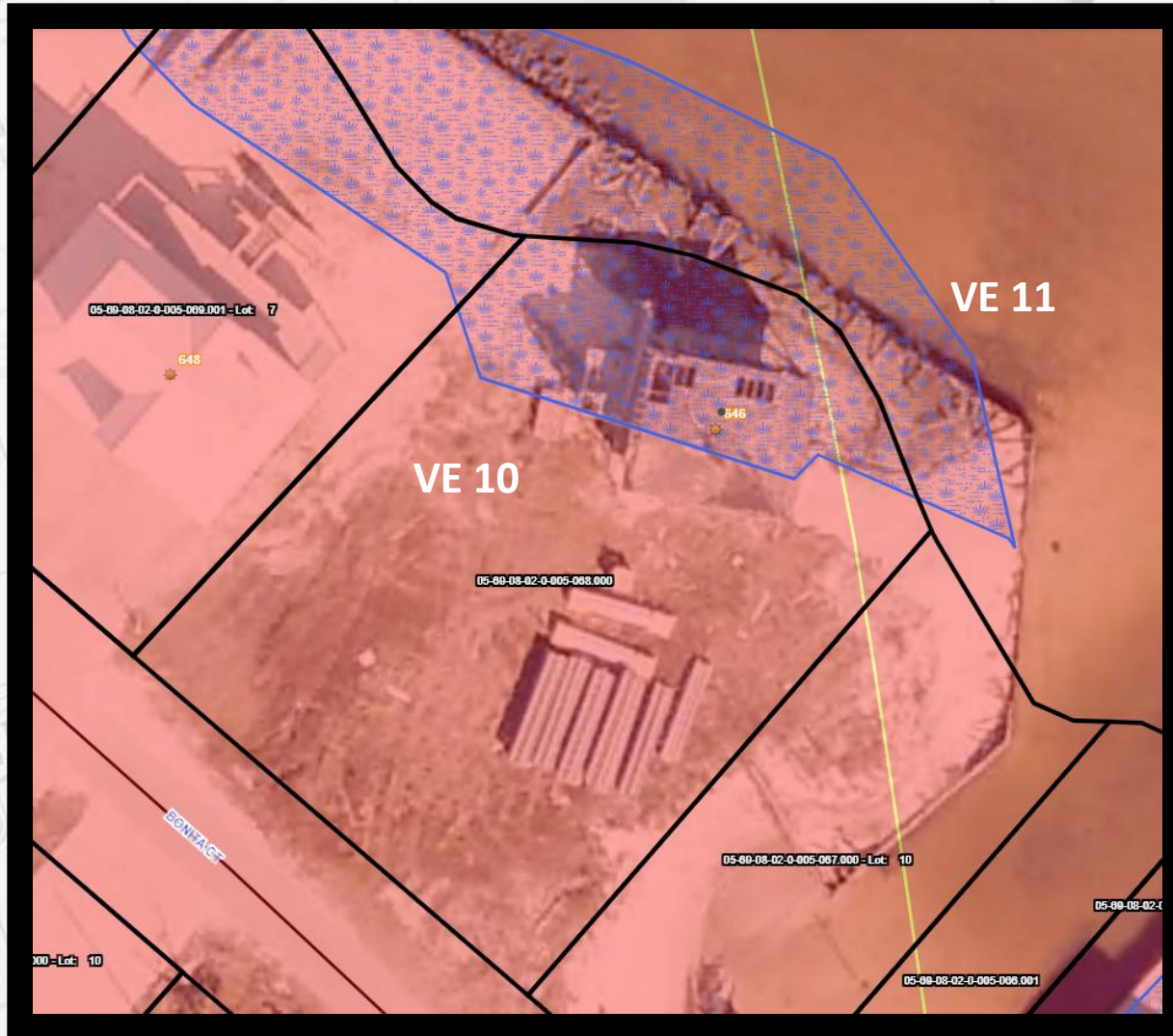
## 646 Bonita Court, Gulf Shores





# Unsafe Nuisance Abatement Case No. UNA21-000047

## 646 Bonita Court, Gulf Shores



# Unsafe Nuisance Abatement Case No. UNA21-000047

## 646 Bonita Court, Gulf Shores

Consider evidence regarding a nuisance structure located at 646 Bonita Court, Gulf Shores, Alabama to determine if:

- 1) No nuisance exists; or
- 2) If deemed a nuisance, adopt Resolution # 2022-112 which exercises the authority provided by Ala. Code 11-53A-24 and orders the Baldwin County Building Official to demolish and remove a public nuisance located at 646 Bonita Court, Gulf Shores, Alabama.

### Notes:

- In some past UNA cases, the Commission has granted an additional 90 days for the owners to remedy the unsafe nuisances
- Fees?

**Unsafe Nuisance Abatement Case No. UNA21-000047**

**646 Bonita Court, Gulf Shores**

**389**

**DAYS**

**from initial notification  
to property owner**





# BALDWIN COUNTY, ALABAMA

*Building Department*

## Unsafe Nuisance Abatement Case No. UNA21-000047 646 Bonita Court, Gulf Shores

Photos Taken 07/14/2022





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1263, **Version:** 1

**Item #:** EA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Dana Austin, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

---

### ITEM TITLE

Payment of Bills

### STAFF RECOMMENDATION

Pay bills totaling \$17,737,861.59 (seventeen million, seven hundred thirty-seven thousand, eight hundred sixty-one dollars and fifty-nine cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$13,365,724.53 (thirteen million, three hundred sixty-five thousand, seven hundred twenty-four dollars and fifty-three cents) is payable to the Baldwin County Board of Education and \$990,268.82 (nine hundred ninety thousand, two hundred sixty-eight dollars and eighty-two cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

---

Reviewed/approved by: N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A

Additional instructions/notes: N/A

**A/P Vendors Exceeding \$20,000**  
 Commission Meeting: Aug 02,, 2022

<u>Vendor Name</u>		<u>Brief Description</u>
Baldwin County Board of Education	11,219,065.84	Sales Tax
	2,146,658.69	Use Tax
	393,570.22	Casual Sales Tax; Jun 2022
Gulf Shores Board of Education	830,131.65	Sales Tax
	160,137.17	Use Tax
	28,793.98	Casual Sales Tax; Jun 2022
Regions Bank Corp Trust	185,220.83	2020 PBA; Aug 2022
	96,487.50	2021 PBA; Aug 2022
Mobile Asphalt co., LLC	425,903.46	Road Building Materials
Coastal Alabama Community College	236,460.18	Sales Tax
	1,354.12	Casual Sales Tax; Jun 2022
Kofile Technologies, Inc.	136,487.82	Contract Services
Thompson Tractor, Co.	90,748.05	Equipment; Hwy
	33,600.33	Repair and Maitenance Equipment
	10,265.50	Equipment Rental; S/W
Historic Blakeley Authority	128,570.72	3RD Qtr FY22 Historic Parks Distribution
Elections System & Software, Inc.	123,888.37	Election Supplies and Rental Equipment
Symbol Health Solutions, LLC	118,318.80	Medical; Jun 2022
Davidson Oil Company, Inc.	116,529.18	Fuel
Baldwin Youth Services	97,483.31	Sales Tax
	558.40	Casual Sales Tax; Jun 2022
Graestone Aggregates, LLC	61,476.72	Road Building Materials
United States Geological Survey	56,520.00	Contract Services
District Attorney's Office	48,729.64	Sales Tax
	2,720.60	Mental Health Court; Jun; 2022
	279.20	Casual Sales Tax; Jun 2022
Petroleum Traders Corporation	43,563.97	Fuel
Software House Int. dba SHI	41,586.42	Computer Support Services
South Alabama Regional	39,268.87	Temporary Service
Powerplan	37,127.90	Repair and Maintenance Equipment
Stone Crosby, PC	35,651.94	Legal Services
Baldwin County Economic Development Alliance	34,394.75	Sales Tax
Alta Pointe Health Systems, Inc.	30,240.00	Cigarette Tax; Jun 2022
Juvenile Detention Facility	22,940.69	Cigarette Tax; Jun 2022
Peregrine Services, Inc.	21,191.49	Contract Services
Sharp Electronics Corporation	20,166.46	Rental Expesne
<b>TOTAL</b>	<b>17,076,092.77</b>	



**Baldwin County Commission  
Accounts Payable Payments  
August 2, 2022**

Vendor Summary	Totals
1 4IMPRINT INC	1,262.78
2 A & M PORTABLES INC	665.00
3 ACCURATE CONTROL EQUIPMENT	1,319.95
4 ACTION SCREEN PRINTING	20.00
5 ACTS NOW INC	738.00
6 AIRGAS USA LLC	926.63
7 AL STATE DEPT OF REVENUE	122.50
8 AL STATE DEPT OF TRANSPORTATION	664.51
9 ALABAMA ASSN OF ASSESSING OFFICIALS	5,050.00
10 ALABAMA COASTAL RADIOLOGY PC	397.22
11 ALABAMA LAW ENFORCEMENT AGENCY	300.00
12 ALABAMA MEDIA GROUP	2,063.94
13 ALTA POINTE HEALTH SYSTEMS INC	30,240.00
14 AMERICAN PARKS COMPANY	7,660.00
15 AMERSON ROOFING INC	2,841.00
16 ANDREW'S DIESEL & AUTOMOTIVE REPAIR	1,365.74
17 ASHBERRY LANDFILL LLC	372.00
18 AUBURN UNIVERSITY	1,625.00
19 AUDRA MIZE	66.69
20 AUTO ZONE - ROBERTSDALE	2,365.79
21 B I INCORPORATED	14,311.50
22 B&H PHOTO & ELECTRONICS CORP	1,563.62
23 BALDWIN CNTY CORONER'S OFFICE	190.47
24 BALDWIN CNTY ECONOMIC DEVELOPMENT	34,394.75
25 BALDWIN CNTY FAMILY VIOLENCE PROJECT	1,564.14
26 BALDWIN CNTY HUMAN RESOURCES DEPT	521.38
27 BALDWIN CNTY LIBRARY COOPERATIVE INC	663.83
28 BALDWIN CNTY PROBATE COURT	25.00
29 BALDWIN CNTY SHERIFF'S BOYS RANCH	1,564.14
30 BALDWIN CNTY SHERIFF'S OFFICE	7,369.34
31 BALDWIN CNTY SOLID WASTE	788.63
32 BALDWIN COUNTY BOARD OF EDUCATION	13,759,294.75
33 BALDWIN EYE CLINIC	270.00
34 BALDWIN YOUTH SERVICES	98,041.71
35 BAY MINETTE BUILDING SUPPLY	458.82
36 BAY MINETTE LAND CO	1,000.00
37 BAY MINETTE YOUTH PROGRAM	1,564.14
38 BAY PEST CONTROL COMPANY INC	306.00
39 BAY SIDE RUBBER & PRODUCTS	2,196.05
40 BEARD EQUIPMENT - MOBILE	2,486.81
41 BEARD EQUIPMENT - POWERPLAN	2,531.47
42 BLACKBOX NETWORK SERVICES	1,575.84
43 BOB BARKER CO INC	438.80
44 BRENDA Q GANEY	383.33
45 BRENDA WALZ	222.18
46 BSN SPORTS, LLC	6,754.12



**Baldwin County Commission  
Accounts Payable Payments  
August 2, 2022**

<b>Vendor Summary</b>	<b>Totals</b>
47 BUILDERS HARDWARE & SUPPLY CO.	442.08
48 CAMPBELL HARDWARE & SUPPLY CO	156.01
49 CAMPER CITY TRUCK ACCESSORIES-MOBILE	6,190.00
50 CARE HOUSE INC	3,910.34
51 CARMICHAEL ENGINEERING, INC.	12,400.00
52 CDW - GOVERNMENT, INC	8,734.24
53 CERTIFIED LABORATORIES DIVISION	144.00
54 CHARM-TEX INC	1,568.60
55 CHRISTINA STACEY	43.47
56 CHUCK STEVENS AUTO INC	583.47
57 CHUCK STEVENS CHEVROLET OF BAY MINETTE	4,314.12
58 CINDY HABER CENTER INC	6,517.24
59 CINTAS CORPORATION NO 2	10,362.61
60 CINTAS FIRST AID & SAFETY	685.09
61 CITY ELECTRIC SUPPLY - C.E.S.	1,264.59
62 CITY OF DAPHNE YOUTH PROGRAM	1,564.13
63 CITY OF FAIRHOPE YOUTH PROGRAM	1,564.14
64 CITY OF FOLEY YOUTH PROGRAM	1,564.14
65 CLIFFORD S MCCOLLUM	216.86
66 CMC RESCUE, INC.	7,999.00
67 COASTAL ALABAMA COMMUNITY COLLEGE	237,814.30
68 COASTAL BRT, LLC	8,650.00
69 COASTAL INDUSTRIAL SUPPLY	19.51
70 COBLENTZ EQUIPMENT & PARTS CO	6,600.00
71 COCA COLA UNITED	302.40
72 COMPLETE JANITORIAL SERVICE	1,410.00
73 CORPORATE BILLING	9,192.35
74 CUTTING EDGE AUTOMOTIVE SOLUTIONS LLC	8,395.00
75 DADE PAPER & BAG CO	5,338.41
76 DAVISON OIL COMPANY INC	116,529.18
77 DAWN HOUSE	1,564.14
78 DEANNA VICICH COX	1,050.00
79 DEBORAH HOMAN	12.58
80 DELTA COMPUTER SYSTEMS INC	13,536.02
81 DELUXE FOR BUSINESS SALES INC	73.69
82 DENNIS ALUMINUM PRODUCTION	2,310.00
83 DESIGN WORKSHOP, INC	9,130.00
84 DEWBERRY ENGINEERS INC	9,400.00
85 DIAGNOSTIC & MEDICAL CLINIC	157.91
86 DISTRICT ATTORNEY'S OFFICE	51,729.44
87 DIXIE BUILDING SUPPLY	19.00
88 DYKES VETERINARY CLINIC	1,763.44
89 ELECTION SYSTEM & SOFTWARE INC	123,888.37
90 EMERGENCY LIGHTING BY HAYNES, LLC	4,762.07
91 EMPIRE TRUCK SALES INC	119.44
92 ENVIRONMENTAL PRODUCTS GROUP	1,279.48

**Baldwin County Commission  
Accounts Payable Payments  
August 2, 2022**

Vendor Summary	Totals
93 EQUIPMENT SALES CO	275.33
94 EVANS & COMPANY	135.00
95 FEDEX	60.97
96 FERGUSON ENTERPRISES INC - DAPHNE	101.40
97 FINE PRINTING	1,511.27
98 FLEETPRIDE	10,969.13
99 FRANK B FONDREN MD	390.00
100 G T MICHELLI SCALES	1,224.00
101 GALL'S LLC	4,435.26
102 GENERAL MACHINERY CO INC	1,905.46
103 GEOCON ENGINEERING & MATERIAL TESTING IN	2,704.00
104 GEOTECHNICAL ENGINEERING TESTING INC	564.50
105 GOODYEAR AUTO SERVICE CENTER - FOLEY	159.99
106 GPS INSIGHT, LLC	124.75
107 GRAESTONE AGGREGATES, LLC	61,476.72
108 GSP MARKETING INC	4,918.69
109 GULF COAST BUILDING SUPPLY & HARDWARE	44.98
110 GULF COAST MEDIA, LLC	9,188.18
111 GULF COAST ORGANIC, INC.	460.00
112 GULF COAST PRINTING LLC	1,985.52
113 GULF COAST RESOURCE CONSERVATION &	750.00
114 GULF REGIONAL PATHOLOGISTS PA	150.00
115 GULF SHORES BOARD OF EDUCATION	1,019,062.80
116 GULF STATES DISTRIBUTORS	9,723.00
117 GUNNCO PUMP AND CONTROL	2,151.62
118 HANCE AUTO & MACHINE	42.98
119 HARRY D'OLIVE JR	1,080.51
120 HI-LINE	6,397.74
121 HILL'S PET NUTRITION INC	617.27
122 HISTORIC BLAKELY AUTHORITY	128,570.72
123 HOLLAND'S PAINT & BODY	3,815.68
124 HOSEA O WEAVER & SON INC	3,326.28
125 HUNTER SECURITY INC	2,225.00
126 IMC HOSPITALIST LLC	159.72
127 IMC-EMERGENCY PHYSICIANS	451.58
128 INDUSTRIAL BOILER & MECHANICAL COMPANY	1,340.00
129 INFIRMARY HEALTH SYSTEM INC	227.74
130 INFIRMARY OCCUPATIONAL HEALTH PC	2,418.00
131 INGENUITY INC	9,000.00
132 INGRAM EQUIPMENT LLC	10,329.62
133 INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION INC	220.00
134 INTERSTATE BILLING SERVICE INC	88.48
135 JANI KING OF MOBILE	823.00
136 JOSEPH L DAVIS III	99.04
137 JUBILEE ACE HOME CENTER	54.22
138 JUBILEE LOCK & KEY LLC	100.00

**Baldwin County Commission  
Accounts Payable Payments  
August 2, 2022**

Vendor Summary	Totals
139 JUVENILE DETENTION FACILITY	22,940.69
140 KALEIGH BODLE	16.25
141 KENDEL HENDERSON	129.38
142 KENTWOOD SPRING WATER	34.35
143 KOFILE TECHNOLOGIES INC	136,487.82
144 KWD AUTO	5,298.69
145 LA RESEARCH & ENGINEERING INC	9,550.00
146 LABELLA ASSOCIATES, D.P.C., P.C.	3,951.00
147 LABORATORY CORP OF AMERICA HOLDINGS	3,922.00
148 LARRY D FAISON	5,525.00
149 LAW OFFICE OF WANDA COCHRAN	540.00
150 LORI G RUFFIN	221.00
151 LOWE'S - DAPHNE	8,364.03
152 LOWE'S - FOLEY	2,073.17
153 LOXLEY AUTO PARTS AND HARDWARE	89.31
154 LYNETTE M SPALLER	2,500.00
155 M & A SUPPLY	503.43
156 MAC'S AUTOGLASS LLC	505.00
157 MARSHALL & SWIFT/BOECKH LLC	664.20
158 MARTIN MARIETTA MATERIALS	7,541.27
159 MARTINA PEREZ	7.77
160 MATTHEW JOHNSON	98.85
161 McGRIFF TIRE CO INC	5,159.37
162 MCKEE FOODS CORP	298.37
163 MCPHERSON OIL CO INC/DBA FUELMAN	3,142.71
164 MEDSTAR	2,424.41
165 MINGLEDORFF'S INC	38.62
166 MISSISSIPPI MOSQUITO CONTROL LLC	15,374.00
167 MOBILE ASPHALT CO LLC	425,903.46
168 MONTGOMERY ADVERTISER	845.25
169 MONTGOMERY TECHNOLOGY SYSTEMS LLC	13,106.44
170 MOTT MACDONALD CONSULTANTS, INC.	17,030.39
171 MR JAMES A BLACK AND ELIZABETH A BLACK	1,200.00
172 MWI ANIMAL HEALTH	1,366.20
173 NATIONAL CONFERENCE OF STATE LEGISLATURES	240.00
174 NATIONAL SAFETY COUNCIL	65.00
175 NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	429.38
176 NORTH BALDWIN INFIRMARY	1,280.00
177 NORTH BALDWIN LITERACY COUNCIL	165.96
178 NOTARY PUBLIC UNDERWRITERS	81.00
179 OEC	161.22
180 OFFICE OF PROSECUTION SERVICES	438.69
181 ONETIME-REFUND	2,127.00
182 ONLINE SOLUTIONS, LLC	5,400.00
183 O'REILLY AUTO PARTS	1,371.92
184 OTC DIRECT, INC	59.97

**Baldwin County Commission  
Accounts Payable Payments  
August 2, 2022**

Vendor Summary	Totals
185 OTIS ELEVATOR CO	19,925.00
186 PAM'S EMBROIDERY & SEWING	1,065.00
187 PARISH TRACTOR COMPANY, LLC	167.04
188 PAULA BONNER	47.97
189 PEREGRINE SERVICES INC	21,191.49
190 PERFECTING THAT CLEANING SERVICE, LLC	322.00
191 PETROLEUM TRADERS CORPORATION	43,563.97
192 PIGGLY WIGGLY LOXLEY	321.54
193 POWERPLAN	37,127.90
194 PROVETLOGIC, LLC	456.00
195 QUADIENT LEASING USA, INC	674.58
196 RAY STEVENS	147.50
197 RDA SERVICE COMPANY	2,800.00
198 READY MIX USA LLC	712.45
199 REGIONS BANK CORP TRUST	281,708.33
200 REVIVAL ANIMAL HEALTH	464.95
201 ROBERTSDALE AUTO PARTS INC	5,757.74
202 ROBERTSDALE POWER EQUIPMENT	57.08
203 ROBERTSON INSURANCE AGENCY INC	100.00
204 SANDY SANSING CDJR OF FOLEY	1,232.69
205 SANDY SANSING FORD	2,984.26
206 SARA KATHRYN MCHUGH	19.95
207 SCS FIELD SERVICES	2,140.00
208 SECTION 18 BRAT'S	5,863.15
209 SERVICEMASTER ACTION CLEANING	1,536.00
210 SHARP ELECTRONICS CORPORATION	20,166.46
211 SHARPS MD OF ALABAMA	750.00
212 SOFTWARE HOUSE INT dba SHI	41,586.42
213 SOUTH ALABAMA REGIONAL	39,268.87
214 SOUTH ALABAMA REGIONAL PLANNING COMM	963.75
215 SOUTH BALDWIN LITERACY COUNCIL	165.96
216 SOUTH BALDWIN REGIONAL MEDICAL CENTER	100.00
217 SOUTHERN FIRE & SAFETY INC	1,576.85
218 SOUTHWEST ALABAMA ABUSE NETWORK INC	15,912.37
219 STAPLES CONTRACT & COMMERCIAL INC	9,962.28
220 STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	1,750.00
221 STONE CROSBY PC	35,651.94
222 SUBURBAN PROPANE	92.63
223 SUNSOUTH LLC	2,192.53
224 SWEAT TIRE - BAY MINETTE	144.94
225 SWEAT TIRE - ROBERTSDALE	3,867.08
226 SYMBOL HEALTH SOLUTIONS LLC	118,318.80
227 TANZIE SHOOTS	18.72
228 TEAM ONE COMMUNICATIONS	7,268.63
229 THE GALLERY	440.00
230 THE HON COMPANY LLC	3,317.04

**Baldwin County Commission  
Accounts Payable Payments  
August 2, 2022**

<b>Vendor Summary</b>	<b>Totals</b>
231 THE PRINT SHOP	878.75
232 THOMPSON TRACTOR CO	134,613.88
233 TIFFANY ADAMS	237.14
234 TONI RIALES PHOTOGRAPHY	200.00
235 TONY'S TOWING INC	247.50
236 TOWER EQUITIES LLC	2,000.00
237 TRACTOR & EQUIPMENT - MOBILE	321.79
238 TRANE-MOBILE PARTS CENTER	18,570.27
239 TRAVIS PAUL MD PC	710.00
240 TSA INC	7,827.00
241 TTL, INC.	15,982.67
242 TWO-WAY COMMUNICATIONS INC	9,652.33
243 TYLER TECHNOLOGIES, INC.	740.00
244 U S SECURITY SYSTEMS INC	898.68
245 UNITED LABORATORIES	688.81
246 UNITED STATES GEOLOGICAL SURVEY	56,520.00
247 UNIVERSAL ENVIRONMENTAL SERVICES LLC	45.00
248 USA HEALTH ANESTHESIA BILLING SERVICES, LLC	526.76
249 VALLEY VET SUPPLY	262.68
250 VIA MOBILITY, LLC	13,500.00
251 VIRGINIA SUE FERGUSON	40.00
252 VOLKERT INC	3,494.24
253 VULCAN SIGNS	8,305.06
254 W H THOMAS OIL CO INC	1,222.50
255 W W GRAINGER	17,525.15
256 WESCO - FOLEY	240.34
257 WESCO RECEIVABLES CORP	807.34
258 WILDLIFE SOLUTIONS INC	560.00
259 WILLIAMS QUALITY CLEANING	1,292.00
260 WITTICHEN SUPPLY - DAPHNE	98.87
261 WITTICHEN SUPPLY - FOLEY	144.84
262 WOLFE-BAYVIEW FUNERAL HOMES & CREM, INC	790.00
263 WRIGHTS MOTOR PARTS INC	1,268.28
264 XEROX CORP	271.70
265 ZACK LONG	3,125.00
<b>Grand Total</b>	<b>17,737,861.59</b>



AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253087	08/02/2022	PRINTED	158051 4IMPRINT INC	1,262.78			
253088	08/02/2022	PRINTED	010448 A & M PORTABLES INC	665.00			
253089	08/02/2022	PRINTED	010003 ACCURATE CONTROL EQUIPMEN	1,319.95			
253090	08/02/2022	PRINTED	184332 ACTION SCREEN PRINTING	20.00			
253091	08/02/2022	PRINTED	002203 ACTS NOW INC	339.00			
253092	08/02/2022	PRINTED	002203 ACTS NOW INC	399.00			
253093	08/02/2022	PRINTED	186322 TIFFANY ADAMS	237.14			
253094	08/02/2022	PRINTED	148734 AIRGAS USA LLC	926.63			
253095	08/02/2022	PRINTED	054317 AL STATE DEPT OF REVENUE	122.50			
253096	08/02/2022	PRINTED	100474 AL STATE DEPT OF TRANSPOR	664.51			
253097	08/02/2022	PRINTED	010058 ALABAMA ASSN OF ASSESSING	5,050.00			
253098	08/02/2022	PRINTED	181921 ALABAMA COASTAL RADIOLOGY	397.22			
253099	08/02/2022	PRINTED	010007 ALABAMA LAW ENFORCEMENT A	300.00			
253100	08/02/2022	PRINTED	181852 ALTA POINTE HEALTH SYSTEM	30,240.00			
253101	08/02/2022	PRINTED	002053 AMERICAN PARKS COMPANY	7,660.00			
253102	08/02/2022	PRINTED	133591 AMERSON ROOFING INC	2,841.00			
253103	08/02/2022	PRINTED	184603 ANDREW'S DIESEL & AUTOMOT	1,365.74			
253104	08/02/2022	PRINTED	180302 ASHBERRY LANDFILL LLC	372.00			
253105	08/02/2022	PRINTED	010013 AUBURN UNIVERSITY	200.00			
253106	08/02/2022	PRINTED	010013 AUBURN UNIVERSITY	1,425.00			
253107	08/02/2022	PRINTED	185252 AUTO ZONE - ROBERTSDALE	2,365.79			
253108	08/02/2022	PRINTED	181136 B I INCORPORATED	14,311.50			
253109	08/02/2022	PRINTED	163096 B&H PHOTO & ELECTRONICS C	1,563.62			
253110	08/02/2022	PRINTED	159329 BALDWIN CNTY CORONER'S OF	190.47			
253111	08/02/2022	PRINTED	014553 BALDWIN CNTY ECONOMIC DEV	34,394.75			
253112	08/02/2022	PRINTED	014567 BALDWIN CNTY FAMILY VIOLE	1,564.14			
253113	08/02/2022	PRINTED	066034 BALDWIN CNTY HUMAN RESOUR	521.38			
253114	08/02/2022	PRINTED	014101 BALDWIN CNTY LIBRARY COOP	663.83			
253115	08/02/2022	PRINTED	148777 BALDWIN CNTY PROBATE COUR	25.00			
253116	08/02/2022	PRINTED	010307 BALDWIN CNTY SHERIFF'S BO	1,564.14			
253117	08/02/2022	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	3,360.50			
253118	08/02/2022	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	700.00			
253119	08/02/2022	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	3,308.84			
253120	08/02/2022	PRINTED	105048 BALDWIN CNTY SOLID WASTE	788.63			
253121	08/02/2022	PRINTED	165665 BALDWIN EYE CLINIC	270.00			
253122	08/02/2022	PRINTED	014132 BALDWIN YOUTH SERVICES	558.40			
253123	08/02/2022	PRINTED	014132 BALDWIN YOUTH SERVICES	97,483.31			
253124	08/02/2022	PRINTED	014029 BAY MINETTE BUILDING SUPP	458.82			
253125	08/02/2022	PRINTED	150287 BAY MINETTE LAND CO	1,000.00			
253126	08/02/2022	PRINTED	094182 BAY MINETTE YOUTH PROGRAM	1,564.14			
253127	08/02/2022	PRINTED	191016 BAY PEST CONTROL COMPANY	306.00			
253128	08/02/2022	PRINTED	054050 BAY SIDE RUBBER & PRODUCT	2,196.05			
253129	08/02/2022	PRINTED	185645 BEARD EQUIPMENT - MOBILE	2,486.81			
253130	08/02/2022	PRINTED	014075 BEARD EQUIPMENT - POWERPL	2,531.47			
253131	08/02/2022	PRINTED	014075 POWERPLAN	37,127.90			
253132	08/02/2022	PRINTED	119204 BLACKBOX NETWORK SERVICES	1,575.84			
253133	08/02/2022	PRINTED	001991 MR JAMES A BLACK AND ELIZ	1,200.00			
253134	08/02/2022	PRINTED	014084 BOB BARKER CO INC	438.80			
253135	08/02/2022	PRINTED	193199 KALEIGH BODLE	16.25			
253136	08/02/2022	PRINTED	170851 PAULA BONNER	47.97			
253137	08/02/2022	PRINTED	001867 NEW DAIRY OPCO, LLC DBA B	429.38			
253138	08/02/2022	PRINTED	116169 BRENDA Q GANEY	383.33			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253139	08/02/2022	PRINTED	002100 BSN SPORTS, LLC	6,754.12			
253140	08/02/2022	PRINTED	014011 BUILDERS HARDWARE & SUPPL	442.08			
253141	08/02/2022	PRINTED	019009 CAMPBELL HARDWARE & SUPPL	156.01			
253142	08/02/2022	PRINTED	002067 CAMPER CITY TRUCK ACCESSO	6,190.00			
253143	08/02/2022	PRINTED	092208 CARE HOUSE INC	3,910.34			
253144	08/02/2022	PRINTED	191890 CARMICHAEL ENGINEERING, I	12,400.00			
253145	08/02/2022	PRINTED	102875 CDW - GOVERNMENT, INC	8,734.24			
253146	08/02/2022	PRINTED	180354 CERTIFIED LABORATORIES DI	144.00			
253147	08/02/2022	PRINTED	116898 CHARM-TEX INC	1,568.60			
253148	08/02/2022	PRINTED	094060 CHUCK STEVENS AUTO INC	583.47			
253149	08/02/2022	PRINTED	180505 CHUCK STEVENS CHEVROLET O	4,314.12			
253150	08/02/2022	PRINTED	014572 CINDY HABER CENTER INC	6,517.24			
253151	08/02/2022	PRINTED	105435 CINTAS FIRST AID & SAFETY	29.70			
253152	08/02/2022	PRINTED	105435 CINTAS FIRST AID & SAFETY	242.77			
253153	08/02/2022	PRINTED	105435 CINTAS FIRST AID & SAFETY	103.01			
253154	08/02/2022	PRINTED	105435 CINTAS FIRST AID & SAFETY	117.65			
253155	08/02/2022	PRINTED	105435 CINTAS FIRST AID & SAFETY	84.22			
253156	08/02/2022	PRINTED	105435 CINTAS FIRST AID & SAFETY	42.43			
253157	08/02/2022	PRINTED	105435 CINTAS FIRST AID & SAFETY	65.31			
253158	08/02/2022	PRINTED	187695 CINTAS CORPORATION NO 2	10,362.61			
253159	08/02/2022	PRINTED	107086 CITY ELECTRIC SUPPLY - C.	1,264.59			
253160	08/02/2022	PRINTED	156427 CITY OF DAPHNE YOUTH PROG	1,564.13			
253161	08/02/2022	PRINTED	156443 CITY OF FAIRHOPE YOUTH PR	1,564.14			
253162	08/02/2022	PRINTED	156435 CITY OF FOLEY YOUTH PROGR	1,564.14			
253163	08/02/2022	PRINTED	002118 CMC RESCUE, INC.	7,999.00			
253164	08/02/2022	PRINTED	025040 COASTAL ALABAMA COMMUNITY	1,354.12			
253165	08/02/2022	PRINTED	025040 COASTAL ALABAMA COMMUNITY	236,460.18			
253166	08/02/2022	PRINTED	192695 COASTAL BRT, LLC	8,650.00			
253167	08/02/2022	PRINTED	182244 COASTAL INDUSTRIAL SUPPLY	19.51			
253168	08/02/2022	PRINTED	181306 COBLENTZ EQUIPMENT & PART	6,600.00			
253169	08/02/2022	PRINTED	097682 COCA COLA UNITED	302.40			
253170	08/02/2022	PRINTED	027674 COMPLETE JANITORIAL SERVI	1,410.00			
253171	08/02/2022	PRINTED	002159 CUTTING EDGE AUTOMOTIVE S	8,395.00			
253172	08/02/2022	PRINTED	002997 HARRY D'OLIVE JR	1,080.51			
253173	08/02/2022	PRINTED	115852 DADE PAPER & BAG CO	5,338.41			
253174	08/02/2022	PRINTED	189627 JOSEPH L DAVIS III	99.04			
253175	08/02/2022	PRINTED	021179 DAVISON OIL COMPANY INC	116,529.18			
253176	08/02/2022	PRINTED	111641 DAWN HOUSE	1,564.14			
253177	08/02/2022	PRINTED	180834 DEANNA VICICH COX	1,050.00			
253178	08/02/2022	PRINTED	021252 DELTA COMPUTER SYSTEMS IN	13,536.02			
253179	08/02/2022	PRINTED	180450 DELUXE FOR BUSINESS SALES	73.69			
253180	08/02/2022	PRINTED	021219 DENNIS ALUMINUM PRODUCTIO	2,310.00			
253181	08/02/2022	PRINTED	001961 DESIGN WORKSHOP, INC	9,130.00			
253182	08/02/2022	PRINTED	185685 DEWBERRY ENGINEERS INC	9,400.00			
253183	08/02/2022	PRINTED	136215 DIAGNOSTIC & MEDICAL CLIN	157.91			
253184	08/02/2022	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	2,720.60			
253185	08/02/2022	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	279.20			
253186	08/02/2022	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	48,729.64			
253187	08/02/2022	PRINTED	188879 DIXIE BUILDING SUPPLY	19.00			
253188	08/02/2022	PRINTED	021153 DYKES VETERINARY CLINIC	1,763.44			
253189	08/02/2022	PRINTED	051005 ELECTION SYSTEM & SOFTWAR	123,888.37			
253190	08/02/2022	PRINTED	002105 EMERGENCY LIGHTING BY HAY	4,762.07			



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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253191	08/02/2022	PRINTED	062623 EMPIRE TRUCK SALES INC	119.44			
253192	08/02/2022	PRINTED	002156 ENVIRONMENTAL PRODUCTS GR	1,279.48			
253193	08/02/2022	PRINTED	025048 EQUIPMENT SALES CO	275.33			
253194	08/02/2022	PRINTED	043932 EVANS & COMPANY	135.00			
253195	08/02/2022	PRINTED	041646 FEDEX	22.37			
253196	08/02/2022	PRINTED	041646 FEDEX	19.30			
253197	08/02/2022	PRINTED	041646 FEDEX	19.30			
253198	08/02/2022	PRINTED	142551 FERGUSON ENTERPRISES INC	101.40			
253199	08/02/2022	PRINTED	193481 VIRGINIA SUE FERGUSON	40.00			
253200	08/02/2022	PRINTED	185967 FINE PRINTING	1,511.27			
253201	08/02/2022	PRINTED	095071 FLEETPRIDE	10,969.13			
253202	08/02/2022	PRINTED	025314 FRANK B FONDREN MD	390.00			
253203	08/02/2022	PRINTED	136354 G T MICHELLI SCALES	1,224.00			
253204	08/02/2022	PRINTED	027263 GALL'S LLC	4,435.26			
253205	08/02/2022	PRINTED	072371 GENERAL MACHINERY CO INC	1,905.46			
253206	08/02/2022	PRINTED	182991 GEOCON ENGINEERING & MATE	2,704.00			
253207	08/02/2022	PRINTED	027287 GEOTECHNICAL ENGINEERING	564.50			
253208	08/02/2022	PRINTED	027003 GOODYEAR AUTO SERVICE CEN	159.99			
253209	08/02/2022	PRINTED	191704 GPS INSIGHT, LLC	124.75			
253210	08/02/2022	PRINTED	186138 GRAESTONE AGGREGATES, LLC	61,476.72			
253211	08/02/2022	PRINTED	189486 GSP MARKETING INC	4,918.69			
253212	08/02/2022	PRINTED	181424 GULF COAST BUILDING SUPPL	44.98			
253213	08/02/2022	PRINTED	002016 GULF COAST MEDIA, LLC	523.40			
253214	08/02/2022	PRINTED	002016 GULF COAST MEDIA, LLC	4,321.80			
253215	08/02/2022	PRINTED	002016 GULF COAST MEDIA, LLC	840.08			
253216	08/02/2022	PRINTED	002016 GULF COAST MEDIA, LLC	803.80			
253217	08/02/2022	PRINTED	002016 GULF COAST MEDIA, LLC	2,699.10			
253218	08/02/2022	PRINTED	185606 GULF COAST ORGANIC, INC.	460.00			
253219	08/02/2022	PRINTED	002110 GULF COAST PRINTING LLC	1,985.52			
253220	08/02/2022	PRINTED	027282 GULF COAST RESOURCE CONSE	750.00			
253221	08/02/2022	PRINTED	027242 INTERSTATE BILLING SERVIC	88.48			
253222	08/02/2022	PRINTED	085067 GULF REGIONAL PATHOLOGIST	150.00			
253223	08/02/2022	PRINTED	027181 GULF STATES DISTRIBUTORS	9,723.00			
253224	08/02/2022	PRINTED	188259 GUNNCO PUMP AND CONTROL	2,151.62			
253225	08/02/2022	PRINTED	088727 HANCE AUTO & MACHINE	42.98			
253226	08/02/2022	PRINTED	183951 KENDEL HENDERSON	129.38			
253227	08/02/2022	PRINTED	120432 HI-LINE	6,397.74			
253228	08/02/2022	PRINTED	188391 HILL'S PET NUTRITION INC	617.27			
253229	08/02/2022	PRINTED	116126 HISTORIC BLAKELY AUTHORIT	128,570.72			
253230	08/02/2022	PRINTED	185351 HOLLAND'S PAINT & BODY	3,815.68			
253231	08/02/2022	PRINTED	143327 DEBORAH HOMAN	12.58			
253232	08/02/2022	PRINTED	032045 HOSEA O WEAVER & SON INC	3,326.28			
253233	08/02/2022	PRINTED	032419 HUNTER SECURITY INC	2,225.00			
253234	08/02/2022	PRINTED	189455 IMC HOSPITALIST LLC	159.72			
253235	08/02/2022	PRINTED	190029 IMC-EMERGENCY PHYSICIANS	451.58			
253236	08/02/2022	PRINTED	187049 INDUSTRIAL BOILER & MECHA	1,340.00			
253237	08/02/2022	PRINTED	002205 INFIRMARY HEALTH SYSTEM I	227.74			
253238	08/02/2022	PRINTED	099320 INFIRMARY OCCUPATIONAL HE	2,418.00			
253239	08/02/2022	PRINTED	189759 INGENUITY INC	9,000.00			
253240	08/02/2022	PRINTED	048864 INGRAM EQUIPMENT LLC	10,329.62			
253241	08/02/2022	PRINTED	001932 INTERNATIONAL MUNICIPAL S	220.00			
253242	08/02/2022	PRINTED	087767 JANI KING OF MOBILE	823.00			



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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253243	08/02/2022	PRINTED	183594 MATTHEW JOHNSON	98.85			
253244	08/02/2022	PRINTED	036251 JUBILEE ACE HOME CENTER	54.22			
253245	08/02/2022	PRINTED	187277 JUBILEE LOCK & KEY LLC	100.00			
253246	08/02/2022	PRINTED	000105 JUVENILE DETENTION FACILI	22,940.69			
253247	08/02/2022	PRINTED	039466 KENTWOOD SPRING WATER	34.35			
253248	08/02/2022	PRINTED	095783 CORPORATE BILLING	9,192.35			
253249	08/02/2022	PRINTED	190192 KOFIFE TECHNOLOGIES INC	136,487.82			
253250	08/02/2022	PRINTED	002010 KWD AUTO	5,298.69			
253251	08/02/2022	PRINTED	002072 LA RESEARCH & ENGINEERING	9,550.00			
253252	08/02/2022	PRINTED	001958 LABELLA ASSOCIATES, D.P.C	3,951.00			
253253	08/02/2022	PRINTED	127597 LABORATORY CORP OF AMERIC	3,922.00			
253254	08/02/2022	PRINTED	025200 LARRY D FAISON	5,525.00			
253255	08/02/2022	PRINTED	002204 LAW OFFICE OF WANDA COCHR	540.00			
253256	08/02/2022	PRINTED	181809 LORI G RUFFIN	221.00			
253257	08/02/2022	PRINTED	136872 LOWE'S - DAPHNE	8,364.03			
253258	08/02/2022	PRINTED	087716 LOWE'S - FOLEY	830.75			
253259	08/02/2022	PRINTED	087716 LOWE'S - FOLEY	1,242.42			
253260	08/02/2022	PRINTED	181230 LOXLEY AUTO PARTS AND HAR	89.31			
253261	08/02/2022	PRINTED	182243 M & A SUPPLY	503.43			
253262	08/02/2022	PRINTED	185396 MAC'S AUTOGLASS LLC	505.00			
253263	08/02/2022	PRINTED	040013 MARSHALL & SWIFT/BOECKH L	664.20			
253264	08/02/2022	PRINTED	036513 MARTIN MARIETTA MATERIALS	7,541.27			
253265	08/02/2022	PRINTED	190185 CLIFFORD S MCCOLLUM	216.86			
253266	08/02/2022	PRINTED	149690 MCGRIFF TIRE CO INC	5,159.37			
253267	08/02/2022	PRINTED	193395 SARA KATHRYN MCHUGH	19.95			
253268	08/02/2022	PRINTED	040654 MCKEE FOODS CORP	298.37			
253269	08/02/2022	PRINTED	098634 MCPHERSON OIL CO INC/DBA	3,142.71			
253270	08/02/2022	PRINTED	186268 MEDSTAR	2,424.41			
253271	08/02/2022	PRINTED	161138 MINGLEDORFF'S INC	38.62			
253272	08/02/2022	PRINTED	187808 MISSISSIPPI MOSQUITO CONT	15,374.00			
253273	08/02/2022	PRINTED	108417 AUDRA MIZE	66.69			
253274	08/02/2022	PRINTED	040589 MOBILE ASPHALT CO LLC	425,903.46			
253275	08/02/2022	PRINTED	040033 ALABAMA MEDIA GROUP	2,063.94			
253276	08/02/2022	PRINTED	127440 MONTGOMERY ADVERTISER	845.25			
253277	08/02/2022	PRINTED	040612 MONTGOMERY TECHNOLOGY SYS	13,106.44			
253278	08/02/2022	PRINTED	187849 MOTT MACDONALD CONSULTANT	17,030.39			
253279	08/02/2022	PRINTED	187817 MWI ANIMAL HEALTH	1,366.20			
253280	08/02/2022	PRINTED	002199 NATIONAL CONFERENCE OF ST	240.00			
253281	08/02/2022	PRINTED	042817 NATIONAL SAFETY COUNCIL	65.00			
253282	08/02/2022	PRINTED	040026 NORTH BALDWIN INFIRMARY	1,280.00			
253283	08/02/2022	PRINTED	040739 NORTH BALDWIN LITERACY CO	165.96			
253284	08/02/2022	PRINTED	040569 NOTARY PUBLIC UNDERWRITER	81.00			
253285	08/02/2022	PRINTED	110998 O'REILLY AUTO PARTS	101.74			
253286	08/02/2022	PRINTED	181574 O'REILLY AUTO PARTS	1,270.18			
253287	08/02/2022	PRINTED	043003 OEC	161.22			
253288	08/02/2022	PRINTED	043012 OFFICE OF PROSECUTION SER	438.69			
253289	08/02/2022	PRINTED	999990 ALLISON MULDER	16.00			
253290	08/02/2022	PRINTED	999990 CHERYL HARPER	32.00			
253291	08/02/2022	PRINTED	999990 CHRISTINA SMITH	42.00			
253292	08/02/2022	PRINTED	999990 CLAIRE STIPP	37.00			
253293	08/02/2022	PRINTED	999990 COX PROPERTIES LLC	40.00			
253294	08/02/2022	PRINTED	999990 DAVID SAYLORS	16.00			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253295	08/02/2022	PRINTED	999990 DEBBIE MANNING	16.00			
253296	08/02/2022	PRINTED	999990 DONNA MCCASLAND	30.00			
253297	08/02/2022	PRINTED	999990 DONNA YOUNG	30.00			
253298	08/02/2022	PRINTED	999990 EDWIN HATTER	30.00			
253299	08/02/2022	PRINTED	999990 ERNEST CHURCH	32.00			
253300	08/02/2022	PRINTED	999990 FIRM FOUNDATIONS INC	48.00			
253301	08/02/2022	PRINTED	999990 HOBART KEY	10.00			
253302	08/02/2022	PRINTED	999990 JACK MCMINN	42.00			
253303	08/02/2022	PRINTED	999990 JACOB TROHA	21.00			
253304	08/02/2022	PRINTED	999990 JANELLE INGLE	32.00			
253305	08/02/2022	PRINTED	999990 JILLIAN KRAMER	16.00			
253306	08/02/2022	PRINTED	999990 JOE STAGGERS	42.00			
253307	08/02/2022	PRINTED	999990 KENT WILSON	21.00			
253308	08/02/2022	PRINTED	999990 KIMBERLY NEESE-WESSLING	1,234.00			
253309	08/02/2022	PRINTED	999990 LEON MCGHEE	16.00			
253310	08/02/2022	PRINTED	999990 LYNDA WEAPPA	16.00			
253311	08/02/2022	PRINTED	999990 MICHAEL E STEELE	16.00			
253312	08/02/2022	PRINTED	999990 MYRTLE SEAMAN	64.00			
253313	08/02/2022	PRINTED	999990 OWEN & JO ANN BYRD	16.00			
253314	08/02/2022	PRINTED	999990 PAT SHEEGOG	32.00			
253315	08/02/2022	PRINTED	999990 PATTIE WILLIAMS	16.00			
253316	08/02/2022	PRINTED	999990 PAUL & KERI MCINTOSH	21.00			
253317	08/02/2022	PRINTED	999990 REBECCA PANGALLO	16.00			
253318	08/02/2022	PRINTED	999990 ROD & TRUDY GRANT	16.00			
253319	08/02/2022	PRINTED	999990 SAVANNAH WILHITE	32.00			
253320	08/02/2022	PRINTED	999990 SEAN SAVAGE	37.00			
253321	08/02/2022	PRINTED	999990 SHANNON CRANE	42.00			
253322	08/02/2022	PRINTED	193081 ONLINE SOLUTIONS, LLC	5,400.00			
253323	08/02/2022	PRINTED	002123 OTC DIRECT, INC	59.97			
253324	08/02/2022	PRINTED	155037 OTIS ELEVATOR CO	19,925.00			
253325	08/02/2022	PRINTED	174713 PAM'S EMBROIDERY & SEWING	1,065.00			
253326	08/02/2022	PRINTED	002035 PARISH TRACTOR COMPANY, L	167.04			
253327	08/02/2022	PRINTED	121216 PEREGRINE SERVICES INC	21,191.49			
253328	08/02/2022	PRINTED	193268 MARTINA PEREZ	7.77			
253329	08/02/2022	PRINTED	002059 PERFECTING THAT CLEANING	322.00			
253330	08/02/2022	PRINTED	180999 PETROLEUM TRADERS CORPORA	43,563.97			
253331	08/02/2022	PRINTED	186802 PIGGLY WIGGLY LOXLEY	321.54			
253332	08/02/2022	PRINTED	187738 PROVETLOGIC, LLC	456.00			
253333	08/02/2022	PRINTED	191947 QUADIENT LEASING USA, INC	674.58			
253334	08/02/2022	PRINTED	081752 RDA SERVICE COMPANY	2,800.00			
253335	08/02/2022	PRINTED	183407 READY MIX USA LLC	712.45			
253336	08/02/2022	PRINTED	002197 REVIVAL ANIMAL HEALTH	464.95			
253337	08/02/2022	PRINTED	051009 ROBERTSDALE AUTO PARTS IN	5,757.74			
253338	08/02/2022	PRINTED	051040 ROBERTSDALE POWER EQUIPME	57.08			
253339	08/02/2022	PRINTED	051029 ROBERTSON INSURANCE AGENC	100.00			
253340	08/02/2022	PRINTED	181284 SANDY SANSING FORD	2,984.26			
253341	08/02/2022	PRINTED	002179 SANDY SANSING CDJR OF FOL	1,232.69			
253342	08/02/2022	PRINTED	142404 SCS FIELD SERVICES	2,140.00			
253343	08/02/2022	PRINTED	000143 SECTION 18 BRAT'S	5,863.15			
253344	08/02/2022	PRINTED	056733 SERVICEMASTER ACTION CLEA	1,536.00			
253345	08/02/2022	PRINTED	181787 SHARP ELECTRONICS CORPORA	20,166.46			
253346	08/02/2022	PRINTED	192751 SHARPS MD OF ALABAMA	750.00			



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253347	08/02/2022	PRINTED	183151 TANZIE SHOOT	18.72			
253348	08/02/2022	PRINTED	123300 SOFTWARE HOUSE INT dba SH	41,586.42			
253349	08/02/2022	PRINTED	054037 SOUTH ALABAMA REGIONAL	39,268.87			
253350	08/02/2022	PRINTED	054083 SOUTH ALABAMA REGIONAL PL	963.75			
253351	08/02/2022	PRINTED	054683 SOUTH BALDWIN LITERACY CO	165.96			
253352	08/02/2022	PRINTED	098394 SOUTH BALDWIN REGIONAL ME	100.00			
253353	08/02/2022	PRINTED	066835 SOUTHERN FIRE & SAFETY IN	1,576.85			
253354	08/02/2022	PRINTED	095370 SOUTHWEST ALABAMA ABUSE N	15,912.37			
253355	08/02/2022	PRINTED	001836 LYNETTE M SPALLER	2,500.00			
253356	08/02/2022	PRINTED	076902 CHRISTINA STACEY	43.47			
253357	08/02/2022	PRINTED	185594 STAPLES CONTRACT & COMMER	9,962.28			
253358	08/02/2022	PRINTED	192752 STEELFUSION CLINICAL TOXI	1,750.00			
253359	08/02/2022	PRINTED	191085 RAY STEVENS	147.50			
253360	08/02/2022	PRINTED	065091 STONE CROSBY PC	35,651.94			
253361	08/02/2022	PRINTED	181899 SUBURBAN PROPANE	92.63			
253362	08/02/2022	PRINTED	182059 SUNSOUTH LLC	2,192.53			
253363	08/02/2022	PRINTED	162616 SWEAT TIRE - BAY MINETTE	144.94			
253364	08/02/2022	PRINTED	054042 SWEAT TIRE - ROBERTSDALE	3,867.08			
253365	08/02/2022	PRINTED	186451 SYMBOL HEALTH SOLUTIONS L	118,318.80			
253366	08/02/2022	PRINTED	189057 TEAM ONE COMMUNICATIONS	7,268.63			
253367	08/02/2022	PRINTED	057053 THE GALLERY	440.00			
253368	08/02/2022	PRINTED	189115 THE HON COMPANY LLC	3,317.04			
253369	08/02/2022	PRINTED	184294 THE PRINT SHOP	878.75			
253370	08/02/2022	PRINTED	057071 THOMPSON TRACTOR CO	134,613.88			
253371	08/02/2022	PRINTED	002180 TONI RIALES PHOTOGRAPHY	200.00			
253372	08/02/2022	PRINTED	057327 TONY'S TOWING INC	247.50			
253373	08/02/2022	PRINTED	188839 TOWER EQUITIES LLC	2,000.00			
253374	08/02/2022	PRINTED	057038 TRACTOR & EQUIPMENT - MOB	321.79			
253375	08/02/2022	PRINTED	158123 TRANE-MOBILE PARTS CENTER	18,570.27			
253376	08/02/2022	PRINTED	138958 TRAVIS PAUL MD PC	710.00			
253377	08/02/2022	PRINTED	166975 TSA INC	7,827.00			
253378	08/02/2022	PRINTED	192180 TTL, INC.	15,982.67			
253379	08/02/2022	PRINTED	057304 TWO-WAY COMMUNICATIONS IN	9,652.33			
253380	08/02/2022	PRINTED	190884 TYLER TECHNOLOGIES, INC.	740.00			
253381	08/02/2022	PRINTED	095505 U S SECURITY SYSTEMS INC	898.68			
253382	08/02/2022	PRINTED	067820 UNITED LABORATORIES	688.81			
253383	08/02/2022	PRINTED	142535 UNITED STATES GEOLOGICAL	56,520.00			
253384	08/02/2022	PRINTED	182172 UNIVERSAL ENVIRONMENTAL S	45.00			
253385	08/02/2022	PRINTED	193110 USA HEALTH ANESTHESIA BIL	526.76			
253386	08/02/2022	PRINTED	191952 VALLEY VET SUPPLY	262.68			
253387	08/02/2022	PRINTED	192322 VIA MOBILITY, LLC	13,500.00			
253388	08/02/2022	PRINTED	066295 VOLKERT INC	3,494.24			
253389	08/02/2022	PRINTED	065007 VULCAN SIGNS	8,305.06			
253390	08/02/2022	PRINTED	169455 W H THOMAS OIL CO INC	1,222.50			
253391	08/02/2022	PRINTED	084216 W W GRAINGER	17,525.15			
253392	08/02/2022	PRINTED	118519 BRENDA WALZ	222.18			
253393	08/02/2022	PRINTED	181290 WESCO - FOLEY	240.34			
253394	08/02/2022	PRINTED	066024 WESCO RECEIVABLES CORP	807.34			
253395	08/02/2022	PRINTED	183268 WILDLIFE SOLUTIONS INC	560.00			
253396	08/02/2022	PRINTED	002061 WILLIAMS QUALITY CLEANING	1,292.00			
253397	08/02/2022	PRINTED	184892 WITTICHEN SUPPLY - DAPHNE	98.87			
253398	08/02/2022	PRINTED	113371 WITTICHEN SUPPLY - FOLEY	144.84			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253399	08/02/2022	PRINTED	146114 WOLFE-BAYVIEW FUNERAL HOM	790.00			
253400	08/02/2022	PRINTED	066006 WRIGHTS MOTOR PARTS INC	1,268.28			
253401	08/02/2022	PRINTED	066391 XEROX CORP	271.70			
253402	08/02/2022	PRINTED	110162 ZACK LONG	3,125.00			
316 CHECKS CASH ACCOUNT TOTAL				2,677,795.71			.00

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3209				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
123781	00000 REGIONS BANK COR	38532		M080222A	185,220.83	.00	.00	9206525
		2020 LEASE; AUG '22						
CASH 999	2022/11	INV 07/25/2022	SEP-CHK: N	DISC: .00		30410304 56211	77,083.33	1099:
ACCT 10010	DEPT 555	DUE 08/02/2022	DESC:2020 LEASE	PBA; AUG 2022		30410304 56221	108,137.50	1099:
123781	00000 REGIONS BANK COR	38533		M080222A	96,487.50	.00	.00	9206526
		2021 LEASE; AUG '22						
CASH 999	2022/11	INV 07/25/2022	SEP-CHK: N	DISC: .00		30410304 56211	42,083.33	1099:
ACCT 10010	DEPT 555	DUE 08/02/2022	DESC:2021 LEASE	PBA; AUG 2022		30410304 56221	54,404.17	1099:
2 APPROVED PAID INVOICES				TOTAL	281,708.33			
2 INVOICE(S)				REPORT POST TOTAL	281,708.33			



INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3216				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14116	00000 BALDWIN CNTY BOA	38590 7252022		BE080222	13,365,724.53	.00	.00	9206527
CASH 999	2022/11	INV 07/25/2022	SEP-CHK: N	DISC: .00		100 23100	11,219,065.84	1099:
ACCT 10010	DEPT 555	DUE 08/02/2022	DESC:SALES/USE TAX			100 23101	2,146,658.69	1099:
14116	00000 BALDWIN CNTY BOA	38591 7192022		BE080222	393,570.22	.00	.00	9206528
CASH 999	2022/11	INV 07/19/2022	SEP-CHK: N	DISC: .00		100 23000	393,570.22	1099:
ACCT 10010	DEPT 555	DUE 08/02/2022	DESC:CASUAL SALES TAX; JUN 2022					
2 APPROVED PAID INVOICES				TOTAL	13,759,294.75			
2 INVOICE(S)				REPORT POST TOTAL	13,759,294.75			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3217				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
191392	00000 GULF SHORES BOAR	38592 7252022		GS080222	990,268.82	.00	.00	9206529
CASH 999	2022/11	INV 07/25/2022	SEP-CHK: N	DISC: .00		100 23110	830,131.65	1099:
ACCT 10010	DEPT 555	DUE 08/02/2022	DESC:SALES/USE TAX			100 23111	160,137.17	1099:
191392	00000 GULF SHORES BOAR	38593 7192022		GS080222	28,793.98	.00	.00	9206530
CASH 999	2022/11	INV 07/19/2022	SEP-CHK: N	DISC: .00		100 23000	28,793.98	1099:
ACCT 10010	DEPT 555	DUE 08/02/2022	DESC:CASUAL SALES TAX; JUN 2022					
2 APPROVED PAID INVOICES				TOTAL	1,019,062.80			
2 INVOICE(S)				REPORT POST TOTAL	1,019,062.80			



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1262, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Dana Austin, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### **ITEM TITLE**

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

### **STAFF RECOMMENDATION**

Make the attached interim payments made by the Clerk/Treasurer totaling \$7,906,495.72 (seven million, nine hundred six thousand, four hundred ninety-five dollars and seventy-two cents) a part of the minutes.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

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**ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A

Additional instructions/notes: N/A

**Baldwin County Commission  
Interim Payments  
August 2, 2022**

Vendor Summary	Totals	Brief Description
1 ABMR SOLUTIONS,LLC	281.21	Land Redemptions
2 ABMR VENTURES, LLC	1,311.98	Land Redemptions
3 ACQUISITION PROPERTIES	6,580.93	Land Redemptions
4 AFLAC	20,116.38	Payroll
5 AL DEPT OF REVENUE	494.06	Lodging Tax; Jun 2022
6 AL STATE DEPT OF REVENUE	122,581.12	Landfill Disposal Fees 3QFY22
7 ALABAMA INCOME TAX DIVISION	89,871.43	Payroll
8 ALABAMA POWER CO	83,649.52	Utilities
9 AT&T	3,578.59	Telephone
10 AT&T MOBILITY	1,845.19	Telephone
11 BALDWIN CNTY COMMISSION - DENTAL 790	1,798.18	Payroll
12 BALDWIN CNTY COMMISSION - HEALTH	38,831.76	Payroll
13 BALDWIN CNTY SHERIFF'S OFFICE	1,209,620.46	Payroll
14 BALDWIN COUNTY SEWER SERVICE, LLC	1,507.29	Utilities
15 BALDWIN EMC	80,204.39	Utilities
16 BAY MINETTE POSTMASTER	592.00	Post Office Box Renewal; Revenue
17 BLUE CROSS BLUE SHIELD OF AL	261,559.61	Medical
18 BOT HOLDINGS LLC	573.60	Land Redemptions
19 BRANDON WILLIAMS	2,198.56	Land Redemptions
20 BRUCE RICKER	1,942.97	Land Redemptions
21 BUZBEE ENTERPRISES, INC	269.65	Land Redemptions
22 C SPIRE	312.95	Telephone
23 CANOPY INVESTMENT COMPANY, LLC	607.66	Land Redemptions
24 CARMICHAEL PROPERTY GROUP, LLC	622.21	Land Redemptions
25 CENTURYLINK	627.93	Telephone
26 CHRISTOPHER J. MUELLER	49,240.94	Land Redemptions
27 CITY OF FAIRHOPE-UTILITIES	11,000.13	Utilities
28 CITY OF FOLEY	86.60	Utilities
29 CORRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
30 DAVID D. WILKINS	48,359.02	Land Redemptions
31 EAST COAST TAX AUCTION, LLC	774.00	Land Redemptions
32 ELAD BEN SHIMOL	315.53	Land Redemptions
33 EVELINA L HERNANDEZ	1,650.00	Contract Services; Election 06/21/22
34 FITZGERALD CONSTRUCTION, LLC	76,996.95	Contract Services
35 FLEXIBLE BENEFITS	150.00	Payroll
36 GORDON & ZAKARY, INC.	100,128.05	Contract Services
37 GOZLANS LLC	68.64	Land Redemptions
38 HANCOCK BANK	10,192.00	Credit Card Services; Jun 2022
39 HANSEL PRESCOTT	319.56	Land Redemptions
40 HAYNES, JOSHUA BYRON	3,034.68	Land Redemptions
41 HOUSING RENTALS	400,300.93	Housing Rentals
42 IJD PARALEGAL SERVICES, LLC	71.94	Land Redemptions
43 INGRAM EQUIPMENT, LLC	145,880.12	Equipment; S/W
44 IRS-TAX PAYMENT	9,473.40	Payroll
45 JEAN MARC PRESCOTT	1,600.59	Land Redemptions
46 JEAN MARC PRESCOTT OR TYLER PRESCOTT	4,181.60	Land Redemptions
47 JERE AUSTILL III	228.34	Land Redemptions
48 JOHN G WALTON CONST CO	117,237.80	Contract Services
49 JOSEPH L. BYKOWSKI	1,320.51	Land Redemptions
50 JUDICIAL RETIREMENT FUND	984.58	Payroll
51 LANCE PHILLIP FICKLING	1,465.23	Land Redemptions

52	LIBERTY NATIONAL LIFE	9,685.02	Payroll
53	LORD & SON CONSTRUCTION, INC.	243,663.00	Contract Services
54	MCELHENNEY CONSTRUCTION CO, LLC	297,611.60	Contract Services
55	MEDONE, LC	145,920.16	Medical
56	METROPOLITAN LIFE INSURANCE CO	28,433.76	Payroll
57	MICHAEL YOUNG	169.62	Land Redemptions
58	NATIONWIDE RETIREMENT SOLUTIONS	125.00	Payroll
59	NORTH BALDWIN HOSPITAL WELLNESS CENTER	106.00	Payroll
60	NORTH BALDWIN UTILITIES	27,638.80	Utilities
61	NUVIEW IRA FBO DOUGLAS GALE	953.87	Land Redemptions
62	PAYROLL BANK FEES	89.00	Banking Fees
63	PETTY CASH - KELLY CHILDRESS	33.06	Petty Cash; COA
64	PH & J ARCHITECTS INC	60,839.47	Contract Services
65	PHILLIP L. HARDY, JR	264.90	Land Redemptions
66	PINE VALLEY ONE REAL ESTATE LLC	16,293.02	Land Redemptions
67	PORTMAN CREATIVE	4,700.00	Grant; BC Historic Tours App
68	PRESCOTT, GLENDA TYLER	3,524.46	Land Redemptions
69	QUENTIN JAMAR SMITH	753.56	Land Redemptions
70	RANDY COBB	924.55	Land Redemptions
71	RELIABLE PROPERTIES LLC	1,616.54	Land
72	RETIREMENT SYSTEMS OF AL	2,594.57	Payroll
73	RICH, DENNIS E	11,588.61	Land Redemptions
74	RINES, RODNEY	210.84	Land Redemptions
75	RIVIERA UTILITIES	9,263.23	Utilities
76	ROBERTSON INSURANCE AGENCY, INC	175.00	Bond; Commissioner
77	ROLIN CONSTRUCTION, INC.	259,023.25	Contract Services
78	RONALD N. DISMUKES, JR	496.36	Land Redemptions
79	RONNIE SCOTT	10,553.83	Land Redemptions
80	RYNO	913.40	Monthly Pay Flow Fee
81	STIVERS FORD LINCOLN MERCURY, INC	81,010.00	Vehicles; Commission and Hwy
82	TANYA J. HOLLER	184.16	Land Redemptions
83	UNITED STATES TREASURY	3,964.59	BCC and BCSO Self Insurance Taxes; Plan YR21
84	UNITED WAY OF BALDWIN COUNTY	251.00	Payroll
85	VERIZON WIRELESS	20.04	Telephone
86	WHARTON-SMITH, INC.	3,760,671.00	Contract Services
87	WILLIAM A. PARKER	784.43	Land Redemptions
88	WILLIE FAIR	4,790.25	Land Redemptions
<b>Grand Total</b>		<b>7,906,495.72</b>	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except State

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
252546	07/08/2022	PRINTED	189143 UNITED STATES TREASURY	3,964.59			
			1 CHECKS CASH ACCOUNT TOTAL	3,964.59	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
252547	07/08/2022	PRINTED	999997 ALABAMA POWER	352.05			
252548	07/08/2022	PRINTED	999997 BALDWIN EMC	434.00			
252549	07/08/2022	PRINTED	999997 DAPHNE UTILITIES	130.39			
252550	07/08/2022	PRINTED	999997 FAIRHOPE PUBLIC UTILITIES	63.71			
252551	07/08/2022	PRINTED	999997 MEDIACOM	381.71			
252552	07/08/2022	PRINTED	999997 NORTH BALDWIN UTILITIES	109.17			
252553	07/08/2022	PRINTED	999997 RIVIERA UTILITIES	112.66			
252554	07/08/2022	PRINTED	999997 RIVIERA UTILITIES	348.00			
252555	07/08/2022	PRINTED	999997 RIVIERA UTILITIES	59.31			
252556	07/08/2022	PRINTED	999997 RIVIERA UTILITIES	379.96			
252557	07/08/2022	PRINTED	999997 RIVIERA UTILITIES	558.08			
252558	07/08/2022	PRINTED	999997 RIVIERA UTILITIES	351.97			
252559	07/08/2022	PRINTED	999996 GINGER MCNAMARA	1,982.00			
252560	07/08/2022	PRINTED	999996 LINDA PHIPPS	1,350.00			
252561	07/08/2022	PRINTED	999995 ARLINGTON ES OWNER, LLC	7,428.85			
252562	07/08/2022	PRINTED	999995 BAY VISTA PARTNERS, LLC	3,026.00			
252563	07/08/2022	PRINTED	999995 BRENDA MIMS LAMAR	31,900.00			
252564	07/08/2022	PRINTED	999995 CARIGAN PROPERTIES, LLC	1,904.00			
252565	07/08/2022	PRINTED	999995 COLONNADE AT EASTERN SHOR	6,246.27			
252566	07/08/2022	PRINTED	999995 D & D OAKS PROPERTIES, LL	2,375.00			
252567	07/08/2022	PRINTED	999995 D & D PROPERTIES, LLC	2,570.00			
252568	07/08/2022	PRINTED	999995 DRF APARTMENTS, LLC	5,262.85			
252569	07/08/2022	PRINTED	999995 DRF APARTMENTS, LLC	5,533.16			
252570	07/08/2022	PRINTED	999995 GULF SHORES BALDWIN COUNT	3,850.00			
252571	07/08/2022	PRINTED	999995 LAQUINTA INN & SUITES BY	6,999.30			
252572	07/08/2022	PRINTED	999995 LMS SFTC, LLC	6,865.28			
252573	07/08/2022	PRINTED	999995 MICROTEL INN & SUITES DAP	1,947.00			
252574	07/08/2022	PRINTED	999995 PINNACLE PROPERTIES, LLC	6,080.00			
252575	07/08/2022	PRINTED	999995 SLOCUM PROPERTIES	4,935.00			
252576	07/08/2022	PRINTED	999995 SWEETWATER PROPERTIES, LL	3,410.00			
252577	07/08/2022	PRINTED	999995 SWEETWATER PROPERTIES, LL	4,150.00			
			31 CHECKS				
			CASH ACCOUNT TOTAL	111,095.72	.00		

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:220610 Pay Period From:05/23/2022 To:06/05/2022 Check Date:06/10/2022

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	0	220610	44,578.67	0.00
VENDOR TOTAL:						44,578.67		44,578.67	0.00
REPORT TOTAL:						44,578.67		44,578.67	0.00

\*\* END OF REPORT - Generated by Amanda Cunningham \*\*



**PAYROLL VENDOR PROOF SUMMARY**

Warrant:220615 Pay Period From:06/01/2022 To:06/30/2022 Check Date:06/15/2022

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	1	220615	1,486.29	0.00
VENDOR TOTAL:						1,486.29		1,486.29	0.00
REPORT TOTAL:						1,486.29		1,486.29	0.00

\*\* END OF REPORT - Generated by Amanda Cunningham \*\*

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:220624 Pay Period From:06/06/2022 To:06/19/2022 Check Date:06/24/2022

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	0	220624	43,806.47	0.00
VENDOR TOTAL:						43,806.47		43,806.47	0.00
REPORT TOTAL:						43,806.47		43,806.47	0.00

\*\* END OF REPORT - Generated by Amanda Cunningham \*\*



# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: I071122A 07/11/2022  
 DUE DATE: 07/11/2022

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
116468	TONYA COFFMAN	0000		INV	07/11/2022	70822		37413		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 10051700 51620		Accting	BankFees		60.00				
							60.00			
						<b>CHECK TOTAL</b>	<b>60.00</b>			
191451	TREAVOR THICKLEN	0000		INV	07/11/2022	70822		37406		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 10051700 51620		Accting	BankFees		29.00				
							29.00			
						<b>CHECK TOTAL</b>	<b>29.00</b>			
<b>2</b>	<b>INVOICES</b>					<b>WARRANT TOTAL</b>	<b>89.00</b>			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
252898	07/11/2022	PRINTED	010346 AFLAC	20,014.98			
252899	07/11/2022	PRINTED	170616 AFLAC	101.40			
252900	07/11/2022	PRINTED	180373 BALDWIN CNTY COMMISSION -	1,509.18			
252901	07/11/2022	PRINTED	186456 BALDWIN CNTY COMMISSION -	32,963.76			
252902	07/11/2022	PRINTED	064266 CORRECTIONAL PEACE OFFICE	15.00			
252903	07/11/2022	PRINTED	039441 LIBERTY NATIONAL LIFE	9,685.02			
252904	07/11/2022	PRINTED	191391 METROPOLITAN LIFE INSURAN	28,433.76			
252905	07/11/2022	PRINTED	091547 NORTH BALDWIN HOSPITAL WE	106.00			
252906	07/11/2022	PRINTED	040624 UNITED WAY OF BALDWIN COU	251.00			
9 CHECKS CASH ACCOUNT TOTAL				93,080.10	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
252907	07/11/2022	PRINTED	191199 ACQUISITION PROPERTIES	6,580.93			
252908	07/11/2022	PRINTED	180359 BOT HOLDINGS LLC	573.60			
252909	07/11/2022	PRINTED	192238 BUZBEE ENTERPRISES, INC	269.65			
252910	07/11/2022	PRINTED	002194 JOSEPH L. BYKOWSKI	1,320.51			
252911	07/11/2022	PRINTED	002126 EAST COAST TAX AUCTION, L	774.00			
252912	07/11/2022	PRINTED	002175 WILLIE FAIR	4,790.25			
252913	07/11/2022	PRINTED	192220 HAYNES, JOSHUA BYRON	2,148.02			
252914	07/11/2022	PRINTED	174393 JEAN MARC PRESCOTT OR TYL	301.06			
252915	07/11/2022	PRINTED	192296 NUVIEW IRA FBO DOUGLAS GA	623.75			
252916	07/11/2022	PRINTED	192260 PRESCOTT, GLENDA TYLER	931.21			
252917	07/11/2022	PRINTED	180942 RELIABLE PROPERTIES LLC	1,449.73			
252918	07/11/2022	PRINTED	192247 RICH, DENNIS E	9,962.36			
252919	07/11/2022	PRINTED	192302 RINES, RODNEY	210.84			
252920	07/11/2022	PRINTED	002139 RONNIE SCOTT	3,979.12			
252921	07/11/2022	PRINTED	002144 ELAD BEN SHIMOL	146.10			
252922	07/11/2022	PRINTED	002193 DAVID D. WILKINS	48,359.02			
252923	07/11/2022	PRINTED	002192 BRANDON WILLIAMS	2,198.56			
252924	07/11/2022	PRINTED	002195 MICHAEL YOUNG	169.62			
18 CHECKS CASH ACCOUNT TOTAL				84,788.33	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
252925	07/12/2022	PRINTED	999997 ALABAMA POWER	286.22			
252926	07/12/2022	PRINTED	999997 MEDIACOM	219.83			
252927	07/12/2022	PRINTED	999997 NORTH BALDWIN UTILITIES	130.88			
252928	07/12/2022	PRINTED	999997 RIVIERA UTILITIES	673.09			
252929	07/12/2022	PRINTED	999996 DEBORAH TATE	6,721.28			
252930	07/12/2022	PRINTED	999996 MELISSA FRYE	2,530.00			
252931	07/12/2022	PRINTED	999995 21300 SWEETWATER, LLC	12,192.50			
252932	07/12/2022	PRINTED	999995 BAY VISTA PARTNERS, LLC	3,062.00			
252933	07/12/2022	PRINTED	999995 JIMMY GARRETT	7,125.00			
252934	07/12/2022	PRINTED	999995 LEX TERRY	7,600.00			
252935	07/12/2022	PRINTED	999995 MAXWELL ROBISON	4,200.00			
252936	07/12/2022	PRINTED	999995 RALPH JENNINGS	8,050.00			
252937	07/12/2022	PRINTED	999995 SUMMERFIELD EQUITIES, LLC	5,295.00			
			13 CHECKS	CASH ACCOUNT TOTAL	58,085.80	.00	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206506	07/12/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	98,890.69			
			1 CHECKS CASH ACCOUNT TOTAL	98,890.69	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206507	07/12/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	38,519.26			
			1 CHECKS CASH ACCOUNT TOTAL	38,519.26	.00		



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
252939	07/14/2022	PRINTED	010009 ALABAMA POWER CO	82,061.10			
252940	07/14/2022	PRINTED	054017 AT&T	815.62			
252941	07/14/2022	PRINTED	063589 AT&T	68.89			
252942	07/14/2022	PRINTED	063589 AT&T	982.81			
252943	07/14/2022	PRINTED	014397 AT&T MOBILITY	563.16			
252944	07/14/2022	PRINTED	014397 AT&T MOBILITY	1,282.03			
252945	07/14/2022	PRINTED	014005 BALDWIN EMC	8,949.00			
252946	07/14/2022	PRINTED	014005 BALDWIN EMC	66,331.51			
252947	07/14/2022	PRINTED	048004 BAY MINETTE POSTMASTER	296.00			
252948	07/14/2022	PRINTED	048004 BAY MINETTE POSTMASTER	296.00			
252949	07/14/2022	PRINTED	027007 CENTURYLINK	98.41			
252950	07/14/2022	PRINTED	061111 CENTURYLINK	105.26			
252951	07/14/2022	PRINTED	019021 CITY OF FAIRHOPE-UTILITIE	11,000.13			
252952	07/14/2022	PRINTED	019049 CITY OF FOLEY	86.60			
252953	07/14/2022	PRINTED	001929 FITZGERALD CONSTRUCTION,	76,996.95			
252954	07/14/2022	PRINTED	002022 GORDON & ZAKARY, INC.	100,128.05			
252955	07/14/2022	PRINTED	100861 JOHN G WALTON CONST CO	117,237.80			
252956	07/14/2022	PRINTED	001950 LORD & SON CONSTRUCTION,	243,663.00			
252957	07/14/2022	PRINTED	185518 MCELHENNEY CONSTRUCTION C	56,525.21			
252958	07/14/2022	PRINTED	019003 NORTH BALDWIN UTILITIES	322.46			
252959	07/14/2022	PRINTED	133604 PETTY CASH - KELLY CHILDR	33.06			
252960	07/14/2022	PRINTED	047503 PH & J ARCHITECTS INC	60,839.47			
252961	07/14/2022	PRINTED	191895 PORTMAN CREATIVE	4,700.00			
252962	07/14/2022	PRINTED	051003 RIVIERA UTILITIES	8,160.87			
252963	07/14/2022	PRINTED	001915 WHARTON-SMITH, INC.	3,760,671.00			
			25 CHECKS				
			CASH ACCOUNT TOTAL	4,602,214.39	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
252964	07/14/2022	PRINTED	999996 BLAKLEY NAMAN	4,474.50			
252965	07/14/2022	PRINTED	999996 DONNA R. FORD	3,867.72			
252966	07/14/2022	PRINTED	999995 BALDWIN REALTY, LLC	5,100.00			
252967	07/14/2022	PRINTED	999995 ELITE RENTALS, LLC	3,900.00			
252968	07/14/2022	PRINTED	999995 FAIRHOPE RIDGE, LLC	6,230.00			
252969	07/14/2022	PRINTED	999995 GRAND POINTE RVF PROPERTY	3,903.00			
252970	07/14/2022	PRINTED	999995 GRANDE POINTE RVF PROPERT	7,138.33			
252971	07/14/2022	PRINTED	999995 HARBOR CROSSING APARTMENT	2,262.00			
252972	07/14/2022	PRINTED	999995 HARBOR CROSSING APARTMENT	1,830.00			
252973	07/14/2022	PRINTED	999995 HARRY YOST	6,900.00			
252974	07/14/2022	PRINTED	999995 JOHANNES M. THORNE	9,832.60			
252975	07/14/2022	PRINTED	999995 LMS SFTC, LLC	4,716.00			
252976	07/14/2022	PRINTED	999995 LMS SFTC, LLC	4,779.00			
252977	07/14/2022	PRINTED	999995 MERALYN S. LENZ	3,100.00			
252978	07/14/2022	PRINTED	999995 MICHAEL GLENN SKINNER	10,740.00			
252979	07/14/2022	PRINTED	999995 MICROTEL INN & SUITES DAP	1,947.00			
252980	07/14/2022	PRINTED	999995 SLEEP INN & SUITES - FOLE	6,649.20			
252981	07/14/2022	PRINTED	999995 TANIA L. LAZZARI	6,600.00			
252982	07/14/2022	PRINTED	999995 WILLIAM DAYTON HART, JR	4,775.00			
252983	07/14/2022	PRINTED	999995 WILLIE L. LAMAR	3,900.00			
			20 CHECKS				
			CASH ACCOUNT TOTAL	102,644.35	.00		



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206510	07/14/2022	WIRE	153509 AL STATE DEPT OF REVENUE	122,581.12			
			1 CHECKS CASH ACCOUNT TOTAL	122,581.12	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
252987	07/15/2022	PRINTED	002181 ABMR VENTURES, LLC	1,311.98			
252988	07/15/2022	PRINTED	187158 CANOPY INVESTMENT COMPANY	393.66			
252989	07/15/2022	PRINTED	002161 CARMICHAEL PROPERTY GROUP	622.21			
252990	07/15/2022	PRINTED	002170 RANDY COBB	924.55			
252991	07/15/2022	PRINTED	002196 LANCE PHILLIP FICKLING	1,465.23			
252992	07/15/2022	PRINTED	002168 GOZLANS LLC	68.64			
252993	07/15/2022	PRINTED	048299 HANSEL PRESCOTT	319.56			
252994	07/15/2022	PRINTED	002129 PHILLIP L. HARDY, JR	171.22			
252995	07/15/2022	PRINTED	192220 HAYNES, JOSHUA BYRON	886.66			
252996	07/15/2022	PRINTED	002131 TANYA J. HOLLER	184.16			
252997	07/15/2022	PRINTED	002132 IJD PARALEGAL SERVICES, L	71.94			
252998	07/15/2022	PRINTED	174393 JEAN MARC PRESCOTT OR TYL	1,790.98			
252999	07/15/2022	PRINTED	002198 CHRISTOPHER J. MUELLER	49,240.94			
253000	07/15/2022	PRINTED	192296 NUVIEW IRA FBO DOUGLAS GA	330.12			
253001	07/15/2022	PRINTED	002135 WILLIAM A. PARKER	784.43			
253002	07/15/2022	PRINTED	192298 PINE VALLEY ONE REAL ESTA	16,293.02			
253003	07/15/2022	PRINTED	192260 PRESCOTT, GLENDA TYLER	717.27			
253004	07/15/2022	PRINTED	192247 RICH, DENNIS E	1,626.25			
253005	07/15/2022	PRINTED	002139 RONNIE SCOTT	3,779.11			
253006	07/15/2022	PRINTED	002140 QUENTIN JAMAR SMITH	753.56			
20 CHECKS CASH ACCOUNT TOTAL				81,735.49	.00		



M071522H-June Lodging Tax

CLERK: Rhonda.Boutwell		BATCH: 3156		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
1849	00000 ALABAMA DEPT OF	37804 June 2022 Lodging Ta		M071522H	494.06	.00	.00	9206509
CASH 999	2022/10	INV 07/15/2022	SEP-CHK: Y	DISC: .00		144 21340	494.06	1099:
ACCT 10010	DEPT 555	DUE 07/15/2022	DESC: June 2022 Lodging Tax					
1 APPROVED PAID INVOICES				TOTAL	494.06			
1 INVOICE(S)				REPORT POST TOTAL	494.06			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
252542	07/15/2022	PRINTED	180373 BALDWIN CNTY COMMISSION -	289.00			
252543	07/15/2022	PRINTED	186456 BALDWIN CNTY COMMISSION -	5,868.00			
252544	07/15/2022	PRINTED	000717 FLEXIBLE BENEFITS	150.00			
252545	07/15/2022	PRINTED	040627 NATIONWIDE RETIREMENT SOL	125.00			
4 CHECKS CASH ACCOUNT TOTAL				6,432.00	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206494	07/15/2022	WIRE	036240 JUDICIAL RETIREMENT FUND	984.58			
9206495	07/15/2022	WIRE	051059 RETIREMENT SYSTEMS OF AL	2,594.57			
9206496	07/15/2022	WIRE	054188 IRS-TAX PAYMENT	9,473.40			
			3 CHECKS CASH ACCOUNT TOTAL	13,052.55	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206508	07/15/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	5,578.72			
			1 CHECKS CASH ACCOUNT TOTAL	5,578.72	.00		



# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: I071822A 07/18/2022  
 DUE DATE: 07/18/2022

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
51029	ROBERTSON INSURANCE A	0000	INV	07/18/2022	8990; 2022 MCKENZIE		37904				
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>					
1	10051125 52730	Admin	Surety			175.00					
						<b>CHECK TOTAL</b>			<b>175.00</b>		
<b>1 INVOICES</b>		<b>WARRANT TOTAL</b>				<b>175.00</b>			<b>175.00</b>		



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206514	07/19/2022	WIRE	001983 MEDONE, LC	145,920.16			
			1 CHECKS	CASH ACCOUNT TOTAL	145,920.16	.00	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206513	07/19/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	97,729.38			
			1 CHECKS CASH ACCOUNT TOTAL	97,729.38	.00		



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206515	07/19/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	20,841.56			
			1 CHECKS CASH ACCOUNT TOTAL	20,841.56	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253016	07/19/2022	PRINTED	002125 ABMR SOLUTIONS,LLC	281.21			
253017	07/19/2022	PRINTED	187158 CANOPY INVESTMENT COMPANY	214.00			
253018	07/19/2022	PRINTED	002201 RONALD N. DISMUKES, JR	496.36			
253019	07/19/2022	PRINTED	002129 PHILLIP L. HARDY, JR	93.68			
253020	07/19/2022	PRINTED	130681 JEAN MARC PRESCOTT	1,600.59			
253021	07/19/2022	PRINTED	174393 JEAN MARC PRESCOTT OR TYL	2,089.56			
253022	07/19/2022	PRINTED	174019 JERE AUSTILL III	228.34			
253023	07/19/2022	PRINTED	192260 PRESCOTT, GLENDA TYLER	1,875.98			
253024	07/19/2022	PRINTED	180942 RELIABLE PROPERTIES LLC	166.81			
253025	07/19/2022	PRINTED	002137 BRUCE RICKER	1,942.97			
253026	07/19/2022	PRINTED	002139 RONNIE SCOTT	2,795.60			
253027	07/19/2022	PRINTED	002144 ELAD BEN SHIMOL	169.43			
12 CHECKS CASH ACCOUNT TOTAL				11,954.53	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253028	07/19/2022	PRINTED	999997 ALABAMA POWER CO.	70.46			
253029	07/19/2022	PRINTED	999997 ALABAMA POWER CO.	289.75			
253030	07/19/2022	PRINTED	999996 CHARLENE R. WALKER	2,525.05			
253031	07/19/2022	PRINTED	999996 CIARA EVANS	579.00			
253032	07/19/2022	PRINTED	999996 ELIZABETH D. CROOK	2,600.00			
253033	07/19/2022	PRINTED	999996 ERIN E. MCWHIRTER	1,845.00			
253034	07/19/2022	PRINTED	999996 LAKINA DORTCH	6,322.70			
253035	07/19/2022	PRINTED	999996 MICHELE RIDGELY	3,323.00			
253036	07/19/2022	PRINTED	999995 BAY MINETTE HOUSING, LTD	3,064.00			
253037	07/19/2022	PRINTED	999995 BAY MINETTE HOUSING, LTD	1,979.00			
253038	07/19/2022	PRINTED	999995 BAY MINETTE HOUSING, LTD	2,210.00			
253039	07/19/2022	PRINTED	999995 BAY MINETTE HOUSING, LTD	1,175.00			
253040	07/19/2022	PRINTED	999995 BAY VISTA PARTNERS, LLC	4,247.00			
253041	07/19/2022	PRINTED	999995 GRANDE POINTE RVF PROPERT	4,755.10			
253042	07/19/2022	PRINTED	999995 GRANDE POINTE RVF PROPERT	3,717.00			
253043	07/19/2022	PRINTED	999995 JAMES E. ROBERTS JR	3,025.00			
253044	07/19/2022	PRINTED	999995 JIMMY DICHIARA	9,143.50			
253045	07/19/2022	PRINTED	999995 JUDY ELLIOTT	3,500.00			
253046	07/19/2022	PRINTED	999995 LAQUINTA INN & SUITES DAP	6,886.00			
253047	07/19/2022	PRINTED	999995 MELESSA EARLENE CROWE	2,900.00			
253048	07/19/2022	PRINTED	999995 PAMELA R. MCCORD	3,500.00			
253049	07/19/2022	PRINTED	999995 RUBY GRANT	4,500.00			
253050	07/19/2022	PRINTED	999995 SCOTT SOULANT	4,800.00			
253051	07/19/2022	PRINTED	999995 SEVILLA PLACE APARTMENTS,	6,158.00			
253052	07/19/2022	PRINTED	999995 SLOCUM PROPERTIES	6,900.00			
253053	07/19/2022	PRINTED	999995 WILLIE L. LAMAR	1,100.00			
253054	07/19/2022	PRINTED	999995 YARBROUGH & ASSOCIATES, L	5,535.00			
			27 CHECKS				
			CASH ACCOUNT TOTAL	96,649.56	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253055	07/20/2022	PRINTED	999996 BOBBIE F. SMITH	4,050.00			
253056	07/20/2022	PRINTED	999995 BRYCEN REALTY, LLC	4,760.00			
253057	07/20/2022	PRINTED	999995 EGP PROPERTY, LLC	4,736.00			
253058	07/20/2022	PRINTED	999995 JIMMY DICHARA	3,382.50			
253059	07/20/2022	PRINTED	999995 LMS SFTC LLC	5,947.00			
253060	07/20/2022	PRINTED	999995 RIVER POINTE MHP, LLC	6,100.00			
253061	07/20/2022	PRINTED	999995 SLOCUM PROPERTIES	2,850.00			
			7 CHECKS				
			CASH ACCOUNT TOTAL	31,825.50	.00		



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253064	07/21/2022	PRINTED	010009 ALABAMA POWER CO	1,588.42			
253065	07/21/2022	PRINTED	063589 AT&T	1,711.27			
253066	07/21/2022	PRINTED	097691 BALDWIN COUNTY SEWER SERV	1,507.29			
253067	07/21/2022	PRINTED	014005 BALDWIN EMC	4,923.88			
253068	07/21/2022	PRINTED	002004 C SPIRE	312.95			
253069	07/21/2022	PRINTED	027007 CENTURYLINK	424.26			
253070	07/21/2022	PRINTED	131414 EVELINA L HERNANDEZ	1,650.00			
253071	07/21/2022	PRINTED	048864 INGRAM EQUIPMENT LLC	145,880.12			
253072	07/21/2022	PRINTED	185518 MCELHENNEY CONSTRUCTION C	241,086.39			
253073	07/21/2022	PRINTED	019003 NORTH BALDWIN UTILITIES	27,316.34			
253074	07/21/2022	PRINTED	051003 RIVIERA UTILITIES	1,102.36			
253075	07/21/2022	PRINTED	002031 ROLIN CONSTRUCTION, INC.	259,023.25			
253076	07/21/2022	PRINTED	152240 VERIZON WIRELESS	20.04			
13 CHECKS				CASH ACCOUNT TOTAL	686,546.57	.00	



**RYNO MONTHLY PAY FLOW FEE 07/20/22**

CLERK: RBENSON BATCH: 3192		NEW INVOICES						
VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	
APPROVED PAID INVOICES								
182668 00000 RYNO CONSULTING	38332 9703		M072022A	913.40	.00	.00	9206519	
CASH 511 ACCT 11000	2022/10 DEPT 555	INV 07/20/2022 DUE 07/20/2022	SEP-CHK: N DESC:MONTHLY PAY FLOW FEE			51154801 51500	913.40 1099:	
1 APPROVED PAID INVOICES				TOTAL	913.40			
1 INVOICE(S)				REPORT POST TOTAL	913.40			

# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: J072122D 07/21/2022  
 DUE DATE: 07/21/2022

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
176049	STIVERS FORD LINCOLN	0000	20227064	INV	07/21/2022	DEAL#86135		38336		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 10051100 55500		Cnty Comm	CapMv		45,046.00				
							45,046.00			
176049	STIVERS FORD LINCOLN	0000	20220157	INV	07/21/2022	DEAL#86134		38337		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 11153130 55500		HWY Maint	CapMotVeh		35,964.00				
							35,964.00			
						<b>CHECK TOTAL</b>	<b>81,010.00</b>			
<b>2 INVOICES</b>			<b>WARRANT TOTAL</b>				<b>81,010.00</b>	<b>81,010.00</b>		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206511	07/22/2022	WIRE	185975 HANCOCK BANK	8,968.28			
9206512	07/22/2022	WIRE	185975 HANCOCK BANK	1,223.72			
			2 CHECKS				
			CASH ACCOUNT TOTAL	10,192.00	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206523	07/22/2022	WIRE	000010 BALDWIN CNTY SHERIFF'S OF	949,304.64			
			1 CHECKS CASH ACCOUNT TOTAL	949,304.64	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206524	07/22/2022	WIRE	000010 BALDWIN CNTY SHERIFF'S OF	260,315.82			
			1 CHECKS CASH ACCOUNT TOTAL	260,315.82	.00		



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1280, **Version:** 1

**Item #:** FK1

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**Meeting Type:** BCC Regular Meeting.

**Meeting Date:** 08/02/2022.

**Item Status:** New.

**From:** Zach Hood, Emergency Management Agency Director.

**Submitted by:** Danon Smith, Emergency Management Officer.

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### **ITEM TITLE**

Third Addendum to Agreement with Community Action Agency of South Alabama and Baldwin Together

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the Third Addendum to Fiscal Sponsor/Partnership Agreement between the Baldwin County Commission, Community Action Agency of South Alabama (CAA), and Baldwin Together Long-Term Recovery Project (Baldwin Together), originally approved during the July 21, 2020, regular meeting.

This Addendum extends the program termination date to December 31, 2022, allowing more time for the utilization of the allocated \$25,000.00 of funds appropriated to Baldwin Together for long-term recovery. Any funds allocated by the County and not expended in furtherance of Baldwin Together prior to any termination of the Agreement and this Second Addendum shall be returned to the County.

### **BACKGROUND INFORMATION**

**Background:** Ms. Deann Servos, Chair, Baldwin Together & Baldwin County VOAD, will be present to give the Baldwin Together report.

### **Previous Commission action/date:**

12/21/2021 - Approved the Second Addendum to the Fiscal Sponsor/Partnership Agreement between the Baldwin County Commission, Community Action Agency of South Alabama (CAA), and Baldwin Together Long-Term Recovery Project (Baldwin Together), originally approved during the July 21, 2020, regular meeting. This Addendum extended the program termination date to June 30, 2022.

07/06/2021 - Approved the First Addendum to the Fiscal Sponsor/Partnership Agreement between the Baldwin County Commission, Community Action Agency of South Alabama (CAA), and Baldwin Together Long-Term Recovery Project (Baldwin Together), originally approved during the July 21, 2020, regular meeting. This Addendum extended the program termination date to December 31, 2021 and increased the hourly rate for case managers from \$17.00 per hour to \$19.00 per hour.

07/21/2020 - Approved the Community Action of South Alabama - Fiscal Sponsor Partnership and Appropriations Agreement between the Baldwin County Commission, Community Action Agency of South Alabama (CAA), and Baldwin Together Long-Term Recovery Project (Baldwin Together).

06/16/2020 - The Baldwin Moving Forward Plan was presented to the Commission. The Commission provided input and feedback and asked Baldwin Moving Forward/Baldwin County Voluntary Organizations Active in Disaster (VOAD) to return with a revised budget and a more clearly defined needs assessment demonstrated by data from Baldwin County communities and social service organizations. The in-kind contributions from stakeholders are valued at \$37,475.00. Baldwin Moving Forward/Baldwin County VOAD requested an additional \$7,500.00 from stakeholders who have not participated in kind, and Community Action Agency made a verbal offer to help meet the remainder of our project budget. Oversight of the programmatic elements of case management and performance of the case manager to be provided by a three to five-person review committee of Baldwin Moving Forward Working Group members. Community Action will report funds spent back to the County Commission by providing and presenting the report to the Commission every 6 months for documentation and potential reimbursement opportunities. Employees will be hired by Community Action Agency to serve as Case Managers for Baldwin Together. Upon mid-year report from the program leadership, the Baldwin County Commission released the secondary financial allocation to support the program until the termination date of the agreement.

04/28/2020 - Authorized the establishment of Baldwin Moving Forward: Baldwin County-wide Recovery Working Group, to be tasked with creating a plan for a one-stop information and resource model related to the Coronavirus (COVID-19) pandemic and the economic impact on Baldwin County citizens.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Not to exceed the originally allocated \$25,000.00

**Budget line item(s) to be used:** 10052990.52905

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
No

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

..



**Is advertising required for this recommendation?** None

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration - mail correspondence and agreement to the following:

Ms. Deann Servos, Chair, Baldwin Together, Long Term Recovery, 9315 Spanish Fort Blvd., Spanish Fort, Alabama 36527

Ms. Rosetta Pender, Community Action Agency of South Alabama, Post Office Box 250, Daphne, Alabama 36526

**Additional instructions/notes:** Administration - place in tickler; upload fully executed agreement to BCAP

### **Third Addendum to the Fiscal Sponsor/Partnership Agreement**

This Third Addendum (“Third Addendum”) to the Fiscal Sponsor/Partnership Agreement (the “Agreement”), dated December 21, 2021, is made as of the last date written below between the Baldwin County Commission (hereinafter referred to as “County”), the Community Action Agency of South Alabama (“CAA”), and Baldwin Together Long-Term Recovery Project (“Baldwin Together”).

WHEREAS, the County, as the Funder, entered into an Agreement with CAA, as the Fiscal Sponsor, on July 21, 2020;

WHEREAS, the Agreement was entered into to facilitate the Baldwin Together Project;  
and

WHEREAS, the County and CAA desire to execute this Third Addendum to the Agreement and amend the Agreement as set forth below.

NOW, THEREFORE, the County and CAA hereby agree that the aforementioned Agreement shall be amended as follows:

1. The Agreement and this Third Addendum shall terminate on December 31, 2022.
2. The County desires to extend the deadline to December 31, 2022, from June 30, 2022, to allow the continuance of the Baldwin Together program, and expend the remainder of the \$25,000 allotment, which is approximately \$7,483.00, upon the execution of this Third Addendum.
3. Any funds allocated by the County and not expended in furtherance of Baldwin Together prior to any termination of the Agreement and this Third Addendum shall be returned to the County.
4. Except as expressly amended by this Third Addendum, the Agreement shall

remain in full force and effect.

**COMMUNITY ACTION AGENCY:**

**BALDWIN TOGETHER:**

\_\_\_\_\_/\_\_\_\_\_  
Rosetta Pender, Chief Executive Officer  
Community Action Agency of South  
Alabama / Date

\_\_\_\_\_/\_\_\_\_\_  
Deann Servos, Chair, Baldwin County VOAD for  
Baldwin Together Long-Term Recovery  
Project / Date

**THE COUNTY:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_/\_\_\_\_\_  
Ronald J. Cink /Date  
Budget Director

\_\_\_\_\_/\_\_\_\_\_  
James E. Ball /Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that James E. Ball and Ronald J. Cink, as Chairman and Budget Director, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Date

## **Fiscal Sponsor/Partnership Agreement**

**Name of Project:** Baldwin Together Long-Term Recovery Project (BTLTRP) “Baldwin Together”

**Address:** 9315 Spanish Fort Blvd. Spanish Fort, AL 36527

**Contact Person:** Deann Servos Email: director@prodiseepantry.org Phone: 251-626-1720

**Fiscal Sponsor:** Community Action Agency of South Alabama (CAA)

**Address:** 26440 Pollard Rd. Daphne, AL 36526 / P.O. Box 250 Daphne, AL 36526

**Contact Person:** Rosetta Pender Email: rosetta.pender@caaofsa.org Phone: 251-626-2646

**Funder:** Baldwin County Commission

**Address:** 322 Courthouse Square, Bay Minette, AL 36507

**Contact Person:** Zach Hood, EMA Dir. Email: zach.hood@baldwincountyal.gov Phone: 251-972-6807

**Project Mission Statement:** The mission of the Baldwin Together is to assist and support the people of Baldwin County in recovery from the economic, sociological, and emotional impacts of the COVID-19 pandemic. We accomplish this through public and private partnerships, diversified communication strategies, and coordinated case management beginning with the initial intake process through “back on your feet” status.

Baldwin Together is a Long-Term Recovery Group formed by Baldwin County Voluntary Organizations Active in Disaster (VOAD). Baldwin County VOAD uses communication, coordination, collaboration, and cooperation to serve Baldwin County residents through all phases of disaster.

### **Roles and Responsibilities:**

Baldwin Together is requested an allotment of \$25,000 from the Baldwin County Commission for Case Management Personnel expenses paid to Community Action Agency of South Alabama as fiscal sponsor of Baldwin Together.

As Fiscal Sponsor of Baldwin Together, Community Action Agency (“CAA”) will use funds received from Baldwin County Commission on behalf of Baldwin Together to pay invoices for services for Case Manager(s) at the hourly rate of \$19.00/hr.

Case Manager(s) will be independent contractors and will be provided 1099 tax documents by CAA.

Baldwin Together Personnel Committee will be responsible for initiating and terminating relationships with independent contractors for Case Management services for Baldwin Together Long-Term Recovery Project.

CAA will track all funds spent and provide reports to the Baldwin County Commission (“BCC”) on a regular basis and in such manner requested by BCC.

Baldwin Together Case Management Committee will be responsible for training and overseeing all work performed by Case Managers.

Baldwin Together Case Managers will provide Long Term Recovery Case Management to residents of Baldwin County who have been affected by the COVID-19 Pandemic as outlined in the Baldwin Together Case Management Guidelines.

Baldwin Together's Development Committee will seek grant funding for direct financial assistance for Baldwin County residents.

CAA will receive funding raised through grants, individual or corporate donations that will be allocated to COVID-19 Recovery efforts by Baldwin Together.

CAA will pay invoices submitted by Baldwin Together in a timely fashion (typically within 2 weeks of receipt) for recovery assistance with funding raised specific to COVID-19 Recovery.

Baldwin Together will provide requested documentation of funds spent to CAA to aid in the reporting process to funders of the Baldwin Together.

The Baldwin Together Committee will conduct 6-month reviews of the project to assess viability and case load. The results of these reviews will be reported to CAA and the BCC. If Baldwin Together is found not to be viable, the Baldwin Together program will be discontinued.

If at any time, either party fails to perform its obligations under this Agreement, and such breach is not cured upon 10-days' written notice, then either Community Action Agency of South Alabama, Baldwin Together Long-Term Recovery Project or the Baldwin County Commission may terminate this Agreement. This Agreement may also be terminated by any party upon 30-days' written notice of termination to all parties.

\_\_\_\_\_  
Rosetta Pender, Chief Executive Officer  
for Community Action Agency of South Alabama

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deann Servos, Chair, Baldwin County VOAD  
for Baldwin Together Long-Term Recovery Project

\_\_\_\_\_  
Date

\_\_\_\_\_  
James E. Ball, Chairman for  
Baldwin County Commission

\_\_\_\_\_



**BALDWIN TOGETHER** has been operating as a source of community referrals and financial assistance for households impacted by COVID-19 since September 2020. Baldwin County VOAD leads this Long Term Recovery in partnership with the Baldwin County Commission and a host of community stakeholders.

Since the program began, **BALDWIN TOGETHER** case managers have provided direct financial assistance in the amount of \$75,042.49 to 165 households. They have worked in collaboration with Community Action’s CARES LIHEAP program to provide an additional \$95,000 to 95 households. This means that our Case Managers have assisted 260 households with \$166,513.86.

### BALDWIN TOGETHER Funding Sources

Funder	Type	Amount
Baldwin county Commission	Salaries	\$75,000
Mapp Family Foundation	Client Assistance	\$50,000
State of Alabama CARES Grant	Client Assistance	\$15,000
Private Donors	Client Assistance	\$14,790

**BALDWIN TOGETHER** was one of the first avenues for COVID-19 related assistance in the region. As the landscape in the County shifted and federal assistance became available, the roles of our Case Managers have shifted slightly from providing financial assistance to providing coordinated referrals. The assistance system can be overwhelming for families in crisis



and having one source of trusted information and guidance is vital. **BALDWIN TOGETHER** is continuing to provide connections and referrals for assistance to families who slip through the cracks of federal assistance, and/or who need help navigating through the social service system to receive help. Recent spikes in new variants of COVID-19 have dramatically increased calls to Baldwin Together. In June, the average number of calls was 25 daily up from just 30 calls in the month of January.

When **BALDWIN TOGETHER** began offering case management services for the Baldwin County Commission Emergency Rental Assistance Program, our current **BALDWIN TOGETHER** case managers shifted some of their focus. They keep separate time sheets and bill hours separately to the two programs, but they remain actively involved in **BALDWIN TOGETHER**—the combined hours billed by the two case managers has been reduced from 60 hrs/wk to approximately 15 hr/wk. To date, because of this shift in hours, \$4,573.71 of the funding awarded by the Baldwin County Commission has been spent on **BALDWIN TOGETHER** salaries.

With the recent spikes in COVID-19 due to new variants, and additional monies still available from the third allotment from the Baldwin County Commission, it is our hope that **BALDWIN TOGETHER** can use those funds to continue operate on a part-time basis of 28 hours per week through October or until the funds of exhausted.



## PAYROLL LEDGER

Pay Period	Case Manager Name	# Hours	Rate /hr	Pd	Type	Balance	Deposit
------------	-------------------	---------	----------	----	------	---------	---------

9/1/20	9/11/20	Ilene Baskette	43.5	\$17	\$739.50	Payroll	\$24,260.50	\$25,000.00
		Alicia Gourlay	44.5	\$17	\$756.50	Payroll	\$23,504.00	
9/14/20	9/25/20	Ilene Baskette	46	\$17	\$782.00	Payroll	\$22,722.00	
		Alicia Gourlay	61.5	\$17	\$1,045.50	Payroll	\$21,676.50	
9/28/20	10/9/20	Ilene Baskette	50	\$17	\$850.00	Payroll	\$20,826.50	
		Alicia Gourlay	64	\$17	\$1,088.00	Payroll	\$19,738.50	
10/12/20	10/23/20	Ilene Baskette	44	\$17	\$748.00	Payroll	\$18,990.50	
		Alicia Gourlay	60.5	\$17	\$1,028.50	Payroll	\$17,962.00	
10/26/20	11/6/20	Ilene Baskette	46	\$17	\$782.00	Payroll	\$17,180.00	
		Alicia Gourlay	63	\$17	\$1,071.00	Payroll	\$16,109.00	
11/9/20	11/20/20	Ilene Baskette	50	\$17	\$850.00	Payroll	\$15,259.00	
		Alicia Gourlay	63	\$17	\$1,071.00	Payroll	\$14,188.00	
11/23/20	12/4/20	Ilene Baskette	58.5	\$17	\$994.50	Payroll	\$13,193.50	
		Alicia Gourlay	59	\$17	\$1,003.00	Payroll	\$12,190.50	
12/7/20	12/18/20	Ilene Baskette	23.75	\$17	\$403.75	Payroll	\$11,786.75	
		Alicia Gourlay	60.5	\$17	\$1,028.50	Payroll	\$10,758.25	
12/21/20	1/1/21	Ilene Baskette	49	\$17	\$833.00	Payroll	\$9,925.25	
		Alicia Gourlay	64	\$17	\$1,088.00	Payroll	\$8,837.25	
12/30/21	12/30/21	Ilene Baskette			\$117.74	Mileage	\$8,719.51	
1/4/21	1/15/21	Ilene Baskette	51	\$17	\$867.00	Payroll	\$7,852.51	
		Alicia Gourlay	64	\$17	\$1,088.00	Payroll	\$6,764.51	
1/18/21	1/29/21	Ilene Baskette	53	\$17	\$901.00	Payroll	\$5,863.51	
		Alicia Gourlay	63.5	\$17	\$1,079.50	Payroll	\$4,784.01	

2/1/21	2/12/21	Ilene Baskette	52	\$17	\$884.00	Payroll	\$28,900.01	\$25,000.00
		Alicia Gourlay	65	\$17	\$1,105.00	Payroll	\$27,795.01	
2/15/21	2/26/21	Ilene Baskette	51	\$17	\$867.00	Payroll	\$26,928.01	
		Alicia Gourlay	64	\$17	\$1,088.00	Payroll	\$25,840.01	
3/1/21	3/12/21	Ilene Baskette	53	\$17	\$901.00	Payroll	\$24,939.01	
		Alicia Gourlay	66	\$17	\$1,122.00	Payroll	\$23,817.01	
3/15/21	3/26/21	Ilene Baskette	52	\$17	\$884.00	Payroll	\$22,933.01	
		Alicia Gourlay	64.5	\$17	\$1,096.50	Payroll	\$21,836.51	
3/29/21	4/9/21	Ilene Baskette	51.25	\$17	\$871.25	Payroll	\$20,965.26	
		Alicia Gourlay	66	\$17	\$1,122.00	Payroll	\$19,843.26	
4/12/21	4/23/21	Ilene Baskette	49	\$17	\$833.00	Payroll	\$19,010.26	
		Alicia Gourlay	63.5	\$17	\$1,079.50	Payroll	\$17,930.76	
4/26/21	5/7/21	Ilene Baskette	51	\$17	\$867.00	Payroll	\$17,063.76	
		Alicia Gourlay	56.5	\$17	\$960.50	Payroll	\$16,103.26	
5/10/21	5/21/21	Ilene Baskette	51	\$17	\$867.00	Payroll	\$15,236.26	
		Alicia Gourlay	47.5	\$17	\$807.50	Payroll	\$14,428.76	
5/24/21	6/4/21	Ilene Baskette	49	\$17	\$833.00	Payroll	\$13,595.76	
		Alicia Gourlay	64.5	\$17	\$1,096.50	Payroll	\$12,499.26	
6/2/21	6/2/21	Ilene Baskette			\$72.50	Mileage	\$12,426.76	
		Alicia Gourlay			\$63.22	Mileage	\$12,363.54	
6/7/21	6/18/21	Ilene Baskette	13	\$17	\$221.00	Payroll	\$12,142.54	
		Alicia Gourlay	56.5	\$17	\$960.50	Payroll	\$11,182.04	
6/21/21	7/2/21	Meg Ratliff	34	\$17	\$578.00	Payroll	\$10,604.04	

		Alicia Gourlay	73	\$17	\$1,241.00	Payroll	\$9,363.04
7/5/21	7/16/21	Meg Ratliff	57	\$17	\$969.00	Payroll	\$8,394.04
		Alicia Gourlay	63.75	\$17	\$1,083.75	Payroll	\$7,310.29
7/19/21	7/30/21	Meg Ratliff	56	\$17	\$952.00	Payroll	\$6,358.29
		Alicia Gourlay	63.75	\$17	\$1,083.75	Payroll	\$5,274.54
8/2/21	8/13/21	Meg Ratliff	56	\$17	\$952.00	Payroll	\$4,322.54
		Alicia Gourlay	64.25	\$17	\$1,092.25	Payroll	\$3,230.29
8/16/21	8/27/21	Meg Ratliff	56	\$17	\$952.00	Payroll	\$2,278.29
		Alicia Gourlay	65.5	\$17	\$1,113.50	Payroll	\$1,164.79
8/30/21	8/31/21	Meg Ratliff	10.5	\$17	\$178.50	Payroll	\$986.29
		Alicia Gourlay	13	\$17	\$221.00	Payroll	\$765.29

9/1/21	9/10/21	Meg Ratliff	35	19	\$665.00	Payroll	\$25,100.29
		Alicia Gourlay	50	19	\$950.00	Payroll	\$24,150.29
9/13/21	9/24/21	Meg Ratliff	28	19	\$532.00	Payroll	\$23,618.29
		Alicia Gourlay	10	19	\$190.00	Payroll	\$23,428.29
9/27/21	10/8/21	Meg Ratliff	28	19	\$532.00	Payroll	\$22,896.29
		Alicia Gourlay	4.5	19	\$85.50	Payroll	\$22,810.79
10/11/21	10/22/21	Meg Ratliff	28	19	\$532.00	Payroll	\$22,278.79
		Alicia Gourlay	4	19	\$76.00	Payroll	\$22,202.79
10/25/21	11/5/21	Meg Ratliff	28	19	\$532.00	Payroll	\$21,670.79
		Alicia Gourlay	1.5	19	\$28.50	Payroll	\$21,642.29
11/8/21	11/19/21	Meg Ratliff	28	19	\$532.00	Payroll	\$21,110.29

		Alicia Gourlay	5	19	\$95.00	Payroll	\$21,015.29
11/24/21	12/3/21	Meg Ratliff	24	19	\$456.00	Payroll	\$20,559.29
		Alicia Gourlay	7	19	\$133.00	Payroll	\$20,426.29
12/5/21	12/18/21	Meg Ratliff	28	\$19	\$532.00	Payroll	\$19,894.29
		Alicia Gourlay	3.5	\$19	\$66.50	Payroll	\$19,827.79
12/20/21	12/31/21	Meg Ratliff	24	\$19	\$456.00	Payroll	\$19,371.79
		Alicia Gourlay	3	\$19	\$57.00	Payroll	\$19,314.79
12/29/21		Meg Ratliff			\$73.08	Mileage	\$19,241.71
1/2/22	1/15/22	Meg Ratliff	14	\$19	\$266.00	Payroll	\$18,975.71
		Alicia Gourlay	31	\$19	\$589.00	Payroll	\$18,386.71
1/16/22	1/29/22	Meg Ratliff	28	\$19	\$532.00	Payroll	\$17,854.71
		Alicia Gourlay	3	\$19	\$57.00	Payroll	\$17,797.71
1/30/22	2/12/22	Meg Ratliff	28	\$19	\$532.00	Payroll	\$17,265.71
		Alicia Gourlay	4	\$19	\$76.00	Payroll	\$17,189.71
2/13/22	2/26/22	Meg Ratliff	28	\$19	\$532.00	Payroll	\$16,657.71
		Alicia Gourlay	3	\$19	\$57.00	Payroll	\$16,600.71
2/27/22	3/13/22	Meg Ratliff	25	\$19	\$475.00	Payroll	\$16,125.71
		Alicia Gourlay	3	\$19	\$57.00	Payroll	\$16,068.71
3/14/22	3/25/22	Meg Ratliff	28	\$19	\$532.00	Payroll	\$15,536.71
		Alicia Gourlay	3	\$19	\$57.00	Payroll	\$15,479.71
3/26/22	4/8/22	Meg Ratliff	28	\$19	\$532.00	Payroll	\$14,947.71
		Alicia Gourlay	2.5	\$19	\$47.50	Payroll	\$14,900.21
4/9/22	4/22/22	Meg Ratliff	28	\$19	\$532.00	Payroll	\$14,368.21

		Alicia Gourlay	1	\$19	\$19.00	Payroll	\$14,349.21
4/23/22	5/7/22	Meg Ratliff	45.5	\$19	\$864.50	Payroll	\$13,484.71
		Alicia Gourlay	2	\$19	\$38.00	Payroll	\$13,446.71
5/8/22	5/21/22	Meg Ratliff	17	\$19	\$323.00	Payroll	\$13,123.71
		Alicia Gourlay	1	\$19	\$19.00	Payroll	\$13,104.71
5/22/22	6/4/22	Meg Ratliff	84	\$19	\$1,596.00	Payroll	\$11,508.71
		Alicia Gourlay	1.5	\$19	\$28.50	Payroll	\$11,480.21
6/5/22	6/18/22	Meg Ratliff	84	\$19	\$1,596.00	Payroll	\$9,884.21
		Alicia Gourlay	0.5	\$19	\$9.50	Payroll	\$9,874.71
6/19/22	7/1/22	Meg Ratliff	84	\$19	\$1,596.00	Payroll	\$8,278.71
		Alicia Gourlay	1.5	\$19	\$28.50	Payroll	\$8,250.21
7/2/22	7/7/22	Alicia Gourlay	12.5	\$19	\$237.50	Payroll	\$8,012.71



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1266, **Version:** 1

**Item #:** FM1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** New

**From:** Ron Cink, Budget Director; Cian Harrison, Clerk/Treasurer

**Submitted by:** Kathy McHugh, Grants Administrator

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### **ITEM TITLE**

Response to Alabama Department of Economic and Community Affairs (ADECA) Letter Related to Closeout of Community Development Block Grant (CDBG) Project CY-CM-PF-18-009

### **STAFF RECOMMENDATION**

Approve the attached response letter to ADECA regarding closeout concerns notated in ADECA's letter dated June 10, 2022, related to CDBG Project CY-CM-PF-18-009.

### **BACKGROUND INFORMATION**

**Background:** On 06/13/2022, the County received a letter dated 06/10/2022 from ADECA (attached) via email requesting clarification regarding closeout of CDBG Project CY-CM-PF-18-009. The letter indicated that the County did not closeout the grant by ADECA's March 31, 2022 closeout deadline to allow for submittal of a 2022 CDBG grant application, as initially planned, and that the project cannot be closed out currently due to outstanding questions related to the number of low and moderate-income (LMI) beneficiaries and the number of LMI households to be hooked-up to the new water service based on a comparison of actual beneficiaries to those stated in the original grant application. The letter also indicates that the project's status remains in question and details additional issues / concerns related to the use of CDBG funds to hookup non-LMI households, need for a formal amendment / revised budget, and documentation related to refusal of service by LMI households. The proposed response letter does not fully address all issues in light of a recommendation by ADECA to keep the project open while the Perdido Bay Water Sewer and Fire Protection District (PBWSF) attempts to provide additional water service hook-ups and/or secure Refusal of Service forms for those households that are not currently hooked-up to the new water service. This matter has been discussed with ADECA and the County has been advised that the proposed response is appropriate while additional efforts are being taken to achieve the original objectives of the grant application.

### **Previous Commission action/date:**

07/07/2020 - 1) Approved local amendment to CDBG project CY-CM-PF-18-009; and 2) Authorized the Chairman to execute documents necessary to locally amend the budget from "cash" only matching funds of \$378,000.00 to 60% (\$227,400.00) "cash" and 40% (\$150,900.00) "in-kind" to



provide the household water connection services to 86 households, with no overall increase or decrease proposed to the original budget.

06/04/2019 - 1) Adopted Resolution 2019-094 accepting CDBG project CY-CM-PF-18-009 from ADECA for the extension of water service along County Road 93 and adjacent roads beginning south at U.S. Highway 98 and ending north at Bishop Trace Road near Lillian and authorize the Chairman to sign necessary documents and execute the grant agreement on behalf of the Baldwin County Commission for \$350,000; and 2) Adopted Resolution #2019-95 authorizing Intergovernmental Sub-Recipient Agreement for CDBG project CY-CM-PF-18-009 with PBWSF, obligating PBWSF to provide \$378,300 of matching funds.

07/17/2018 - 1) Adopted Resolution #2018-099 authorizing the PBWSF to submit a 2018 CDBG application to ADECA requesting \$350,000.00 to improve and extend public water services near the Town of Lillian; and 2) Authorized the Chairman to execute all required grant application documents on behalf of the County.

06/19/2018 - Adopted Resolution #2018-091 authorizing the PBWSF to prepare the 2018 CDBG application to request funding from the Alabama Department of Economic and Community Affairs (ADECA) to improve and extend public water services near the Town of Lillian.

05/22/2018 - Mr. Mark Bohlin and Ms. Stacy McKean, on behalf of the Perdido Bay Water Sewer and Fire Protection District, came before the Commission to discuss the 2018 Community Development Block Grant (CDBG) Application to the Alabama Department of Economic and Community Affairs (ADECA), after not being funded under the 2017 competitive grant cycle.

08/15/2017 - 1) Adopted Resolution #2017-131, which authorized the PBWSF to submit a CDBG application to ADECA requesting \$350,000.00 in funding and allowed the Chairman to sign all grant application documents; and 2) Adopted Resolution #2017-132 of the Baldwin County Commission, which determined that utilizing CDBG funds to provide the household connections to the new water services for the PBWSF would serve a Public Purpose.

06/06/2017 - Adopted Resolution #2017-101 of the Baldwin County Commission which authorized the PBWSF to submit a CDBG application to ADECA requesting funding under the 2017 competitive grant cycle.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Letter approved by Brad Hicks, County Attorney, 07/25/2022 (KM)

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** Response to be sent to ADECA no later than 08/09/2022 (60 days from 06/10/2022).

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Print letter on letterhead and mail along with attachments to:

Mr. Kenneth W. Boswell, Director  
Alabama Department of Economic and Community Affairs  
Post Office Box 5690  
Montgomery, Alabama 36103-5690

Electronic copy of letter via email only to:  
Shabbir Olia - Shabbir.Olia@adeca.alabama.gov  
Stacy McKean - stacylmckean@gmail.com

**Additional instructions/notes:** N/A

August 2, 2022

Mr. Kenneth W. Boswell, Director  
Alabama Department of Economic and Community Affairs  
P.O. Box 5690  
Montgomery, AL 36103-5690

**RE: Baldwin County Commission CDBG Project No. CY-CM-PF-18-009  
Water Extension Project**

Dear Mr. Boswell:

Please accept this as a response to your letter dated June 10, 2022, requesting information on the above referenced grant project. The Baldwin County Commission was awarded this grant in the amount of \$350,000 for the Perdido Bay Water Sewer and Fire Protection District (PBWSF) to extend public water services to an unserved low to moderate income area near Lillian. The project area includes 86 households.

The PVC public water main ranging in size from 3 to 8 inches and new fire hydrants have been installed in accordance with the originally proposed scope of work. 86 homes in the project area were offered new household connections to the system at no charge to the homeowner. Of these households, only about 60% chose to connect to the new system. The other 40% remain on private wells at this time. The PBWSF provided the County with a letter dated July 5, 2022 that affirms that no CDBG funds were expended to hook-up the non-low-to-moderate income (non-LMI) households. The PBWSF provided the local matching funds via in-kind labor and equipment to hook-up all of the households (both LMI and non-LMI) that received household connections. (See attached letter from the PBWSF and attachments for further explanation.)

The PBWSF also provided information via letters to the County dated July 7, 2022 and March 30, 2022, regarding households that did not sign-up to be connected. (See attached letters) The PBWSF did not receive signed Refusal of Service forms from these household residents. The household connections were being offered while COVID restrictions were in place and the project area was also hit by Hurricane's Sally and Zeta during that time. Although all 86 households received the hook-up information, some residents may have missed the opportunity due to these events. PBWSF intends to revisit these homes over the next couple of weeks to offer household connections at no charge to the homeowners a final time, and to collect the Refusal of Service forms for those households refusing the connections. This will ensure that no potential beneficiaries missed the opportunity, and will enable the PBWSF to accurately document the reason for homeowner's refusal.

The current approved Implementation Plan for this project states that the Commission will provide close-out documents to ADECA by December 31, 2022. The PBWSF has agreed to provide any additional household connections, and documentation regarding households refusing service, as quickly as possible. Once this has been accomplished, the Commission will submit an Amendment, if necessary.

Enclosed you will find documentation supporting this letter. If you require any further information, please feel free to contact our office and the CDBG Grants Administrator, Ms. Stacy McKean.

Sincerely,

JAMES E. BALL, Chairman  
Baldwin County Commission

cc: Shabbir Olia, CED Division Chief  
Stacy McKean

Attachments

**KAY IVEY**  
GOVERNOR



STATE OF ALABAMA

**KENNETH W. BOSWELL**  
DIRECTOR

June 10, 2022

The Honorable James E. Ball  
Chairman of Baldwin County Commission  
312 Courthouse Square, Suite 11  
Bay Minette, Alabama 36507

Dear Chairman Ball:

RE: CDBG Project – Water  
No. CY-CM-PF-18-009

In regard to the above-referenced CDBG Grant No. CY-CM-PF-18-009 from the Alabama Department of Economic and Community Affairs (ADECA) to the Baldwin County Commission, please note that the County did not closeout this grant by ADECA's March 31, 2022, CDBG grant closeout deadline as the County had previously planned. Instead, the County provided to ADECA an updated Program Implementation Schedule stating that the revised closeout date for this grant is now December 31, 2022. In reviewing ADECA's CDBG file on this project, ADECA's CDBG staff have determined that this grant may not yet be closed out due to questions pertaining to information received from the County and its grant administrator (Ms. Stacy McKean of Grant Management, LLC), the project engineer, and the Perdido Bay Water, Sewer and Fire Protection District (PBWSFPD) concerning the proposed number of this project's low-income and moderate-income (LMI) beneficiaries and the proposed number of LMI households to be hooked-up to the new water service, which numbers were stated in the County's grant application, compared with the number of LMI project beneficiaries and the number of LMI households that were actually hooked-up to the new water service. As a result of this LMI beneficiary situation, this project's status remains in question, although ADECA's goal is to closeout this grant as soon as is reasonably possible.

In efforts to do so, ADECA's CDBG staff have identified several issues that currently exist with this project. These issues include, but are not limited to, the following:

1. The County forwarded to ADECA a letter, dated March 30, 2022, from the PBWSFPD that included a CDBG Beneficiary Hookup Certification form that is dated March 29, 2021 and that is signed by Mark Bohlin, PBWSFPD's General Manager. The Certification lists the addresses of 86 households, their LMI status, and which of those households were hooked-up to the new water service. The Certification indicates that 51 households were hooked-up to the new service, four households were non-LMI and did not hook-up to the new service, 31 households were LMI but did not hook-up to the new service, and seven households were not LMI but were hooked-up to the new service. Because CDBG funds may be used to hook-up only the LMI households in the project area and not the households that do not qualify as LMI households, the County is directed to send to ADECA the County's affidavit (or an official letter) affirming that these CDBG funds were not expended to hook-up non-LMI households and also indicating what funds (local matching funds, private funds, etc.) were expended to hook-up the non-LMI households.

2. The County's grant application (on the Summary Page and on the Project Beneficiary Table) states that this grant project will benefit 212 LMI persons in 86 households, and (in the Preliminary Engineering Report) states that 60 households will be hooked-up to the new water service. However, the PBWSFPD's March 30, 2022 letter states that 51 households (including seven non-LMI households) were hooked-up to the new system. Because – through this documentation – it appears that the County and the PBWSFPD did not hook-up the entirety of the 86 households proposed in the grant application, the County is directed to send to ADECA the County's request for a Formal Amendment to the grant agreement on this project concerning the reduction in the total number of households – and the number of LMI households – to be hooked-up to the new service. The County's request is to also contain the County's attendant Formal Amendment documentation as is required per ADECA's CDBG Policy Letter No. 2, Revision 6. The County is also directed to send to ADECA a revised Budget detailing the reduction in the amount of CDBG funds resulting from the cost underruns experienced as a result of the reduction in the number of household hook-ups. Please keep in mind that in such cases of cost underruns, the CDBG funds and the County's matching funds are proportionally reduced.

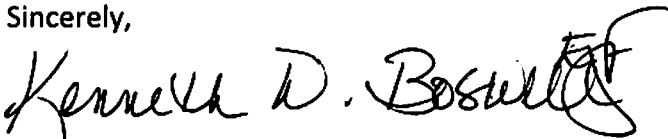
3. In situations when a proposed LMI household's homeowner has refused to allow the home to be hooked-up to the new water service, the County must provide to ADECA a "Refusal of Service" document that has been completed by the homeowner. In situations when a proposed LMI household is not hooked-up to the new service due to the home having suffered major storm damage that renders the home beyond repair, or in situations when the home is vacant because the occupant(s) have moved away, or for additional reasons other than the homeowner's refusal to allow the home to be hooked-up to the new service, then this information must be noted in the County's affidavit (or official letter). The County is directed to send to ADECA the County's affidavit (or official letter) stating this household hook-up information.

The Honorable James E. Ball  
Page 3  
June 10, 2022

ADECA is directing that the County provide the information and documentation requested in this letter to ADECA within 60 days following the date of this letter. Once ADECA receives the County's information, the ADECA CDBG staff will review it for determining what the next steps should be to enable the County to closeout this grant.

If you have any questions concerning this matter, please address those questions to Shabbir Olia by telephone at (334)242-5468 or by email at [shabbir.olia@adeca.alabama.gov](mailto:shabbir.olia@adeca.alabama.gov).

Sincerely,



Kenneth W. Boswell  
Director

KWB:SAO:tmn

cc: Stacy McKean, Program Administrator



**Quality**  
**On Tap!**  
Our Profession  Our Commitment

**PERDIDO BAY**  
**WATER, SEWER AND FIRE PROTECTION DISTRICT**

28171 FRESHWATER LANE \* ELBERTA, AL 36530  
Phone (251) 987-5816 \* Fax: (251) 987-5836

July 5, 2022

The Honorable James E. Ball  
Chairman of the Baldwin County Commission  
312 Courthouse Square, Suite 11  
Bay Minette, Alabama 36507

Dear Chairman Ball:

RE: CDBG Project- Water No. CY-CM-PF-18-009

Regarding the referenced project, please accept this letter as confirmation that no CDBG grant funds were expended to provide the hook-ups for non-low- to-moderate income households. No CDBG grant funds were expended to provide the household hook-ups for any of the homes that were connected to the new water services, regardless of their income levels. The CDBG funds were utilized to pay \$222,510 in construction funds for the contract with Pensacola Concrete Construction Company, Inc. The total construction costs (final installed) were \$410,670.91. The Perdido Bay Water Sewer and Fire Protection District paid the difference of \$188,160.91 in local cash matching funds.

None of the construction costs were expended on household hook-ups. The Perdido Bay Water Sewer and Fire Protection Authority provided the costs to hook-up both the low-to-moderate income and the non-low-to-moderate income households with our own labor and equipment. This additional contribution provided by our company totaled \$103,687.93. Our company also paid \$3,345 for the cost of an ADEM permit, bringing the total contribution provided by PBWSF to \$295,193.84. In summary, the costs to provide all household hook-ups were included in the local matching funds provided by PBWSF, not as part of the \$222,510 that were utilized for construction costs and paid with CDBG funds.

Please see attached for your reference, a copy of the Final Invoice and Final Summary Change Order from Pensacola Concrete Construction Company, Inc., showing that no construction funds, of which \$222,510 in CDBG grant funds were utilized, were expended to provide the household hook-ups. Also see attached a Local Amendment Request provided by the County Commission to ADECA in July of 2020, explaining the PBWSF's plan to utilize "in-kind" matching funds provided through our own equipment and labor to construct the household hook-ups. Records showing weekly employee man hours and equipment usage reports totaling our contribution of \$103,687.93 for the hook-ups on this project are on file at the offices of Grant Management, LLC at 7525 Assunta Court, Suite A, Fairhope, AL 36532.

We sincerely appreciate the County Commission's partnership on this worthy project that provided new and improved public water services to hundreds of rural residents who lacked access to adequate water provisions in Baldwin County. If you have any questions or require additional information, feel free to contact Stacy McKean of Grant Management at (251) 533-6930.

Sincerely,



Mark Bohlin, General Manager

**SUMMARY CHANGE ORDER NO. 3  
WATER SYSTEM EXTENSIONS  
CDBG PROJECT NO. CY-CM-PF-18-009  
PERDIDO BAY WATER, SEWER, AND FIRE PROTECTION DISTRICT  
BALDWIN COUNTY, ALABAMA**

<b>BASE BID</b>				<b>ORIGINAL CONTRACT W/ CHANGE ORDERS NOS. 1 &amp; 2</b>		<b>SUMMARY CHANGE ORDER NO. 3</b>		<b>FINAL INSTALLED</b>	
<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT BID</b>	<b>QTY</b>	<b>COST ADJUSTMENT</b>	<b>QTY</b>	<b>AMOUNT</b>	
1.	8" Class 200 PVC Water Main	5,050	L.F.	\$14.86	\$75,043.00	62	\$921.32	5,112	\$75,964.32
2.	6" Class 200 PVC Water Main	9,700	L.F.	\$12.53	\$121,541.00	56	\$701.68	9,756	\$122,242.68
3.	3" Class 200 PVC Water Main	2,525	L.F.	\$10.20	\$25,755.00	-33	-\$336.60	2,492	\$25,418.40
4.	8" D.I. Water Main	100	L.F.	\$33.91	\$3,391.00	-100	-\$3,391.00	0	\$0.00
5.	6" D.I. Water Main	100	L.F.	\$28.62	\$2,862.00	-20	-\$572.40	80	\$2,289.60
6.	3" D.I. Water Main	100	L.F.	\$29.00	\$2,900.00	0	\$0.00	100	\$2,900.00
7.	6" D.I. Fire Hydrant Lead	50	L.F.	\$28.62	\$1,431.00	31	\$887.22	81	\$2,318.22
8.	3" D.I. Flush Hydrant Lead	20	L.F.	\$29.00	\$580.00	2	\$58.00	22	\$638.00
9.	8" Megalug Retainer Gland	20	Each	\$63.37	\$1,267.40	4	\$253.48	24	\$1,520.88
10.	6" Megalug Retainer Gland	110	Each	\$44.72	\$4,919.20	25	\$1,118.00	135	\$6,037.20
11.	3" Megalug Retainer Gland	60	Each	\$35.83	\$2,149.80	-2	-\$71.66	58	\$2,078.14
12.	10" SDR 11 Polyethylene Water Main Directional Drilled Installation	140	L.F.	\$91.35	\$12,789.00	20	\$1,827.00	160	\$14,616.00
13.	10" Polyethylene Mechanical Joint Assembly	2	Each	\$384.23	\$768.46	2	\$768.46	4	\$1,536.92
14.	8" Restraining Gasket	2	Each	\$109.34	\$218.68	-2	-\$218.68	0	\$0.00
15.	6" Restraining Gasket	2	Each	\$81.13	\$162.26	-2	-\$162.26	0	\$0.00
16.	3" Restraining Gasket	2	Each	\$39.00	\$78.00	-2	-\$78.00	0	\$0.00
17.	10" Steel Casing, Bored	245	L.F.	\$149.19	\$36,551.55	-50	-\$7,459.50	195	\$29,092.05
18.	Fire Hydrant	10	Each	\$2,009.63	\$20,096.30	0	\$0.00	10	\$20,096.30
19.	Flush Hydrant	4	Each	\$1,326.83	\$5,307.32	0	\$0.00	4	\$5,307.32
20.	12" Fire Hydrant Extension	1	Each	\$271.49	\$271.49	-1	-\$271.49	0	\$0.00
21.	24" Fire Hydrant Extension	1	Each	\$348.10	\$348.10	-1	-\$348.10	0	\$0.00
22.	36" Fire Hydrant Extension	1	Each	\$602.29	\$602.29	-1	-\$602.29	0	\$0.00
23.	8" Valve	3	Each	\$1,194.83	\$3,584.49	0	\$0.00	3	\$3,584.49
24.	6" Valve	23	Each	\$890.79	\$20,488.17	2	\$1,781.58	25	\$22,269.75
25.	3" Valve	8	Each	\$770.85	\$6,166.80	0	\$0.00	8	\$6,166.80
26.	8" Tapping Sleeve and Valve	1	Each	\$5,460.03	\$5,460.03	0	\$0.00	1	\$5,460.03
27.	Existing Main Connection	1	Each	\$3,588.90	\$3,588.90	0	\$0.00	1	\$3,588.90
28.	Connection to Existing Valve	1	Each	\$847.55	\$847.55	0	\$0.00	1	\$847.55
29.	Cut and Plug Existing Line	1	Each	\$418.91	\$418.91	-1	-\$418.91	0	\$0.00
30.	D. I. Fittings	1.00	Ton	\$10,454.74	\$10,454.74	0	\$3,063.24	1.29	\$13,517.98
31.	Driveway/Flume/Tree Bore (0-12')	3	Each	\$700.00	\$2,100.00	-3	-\$2,100.00	0	\$0.00
32.	Driveway/Flume/Tree Bore (12'-24')	2	Each	\$1,400.00	\$2,800.00	3	\$4,200.00	5	\$7,000.00
33.	Driveway/Flume/Tree Bore (24'-30')	1	Each	\$3,500.00	\$3,500.00	-1	-\$3,500.00	0	\$0.00
34.	Paving / Concrete Removal 424-A Superpave Bituminous Concrete (Patching)	100	S.Y.	\$17.00	\$1,700.00	-100	-\$1,700.00	0	\$0.00
35.	ROW Bushhogging	1.00	L.S.	\$39.00	\$3,900.00	-100	-\$3,900.00	0	\$0.00
36.	Clearing and Grubbing	300	L.F.	\$5.83	\$1,749.00	-300	-\$1,749.00	0	\$0.00
37.	Seeding	15,600	L.F.	\$0.39	\$6,084.00	266	\$103.74	15,866	\$6,187.74
38.	Mulching	15,600	L.F.	\$0.23	\$3,588.00	266	\$61.18	15,866	\$3,649.18
39.	Minor Structure Concrete	2	C.Y.	\$846.75	\$1,693.50	-2	-\$1,693.50	0	\$0.00
40.	Silt Fence (Type A)	2,000	L.F.	\$1.64	\$3,280.00	-1740	-\$2,853.60	260	\$426.40
41.	Straw Wattles (9")	1,000	L.F.	\$3.39	\$3,390.00	-850	-\$2,881.50	150	\$508.50
42.	Straw Wattles (12")	1,000	L.F.	\$3.39	\$3,390.00	-1000	-\$3,390.00	0	\$0.00
43.	Stone Rip Rap	30	Tons	\$171.23	\$5,136.90	-30	-\$5,136.90	0	\$0.00
44.	Hay Bales	100	Each	\$11.29	\$1,129.00	-100	-\$1,129.00	0	\$0.00
45.	Erosion Control Netting	200	S.Y.	\$9.03	\$1,806.00	-200	-\$1,806.00	0	\$0.00
46.	Solid Sod	100	S.Y.	\$10.16	\$1,016.00	50	\$508.00	150	\$1,524.00
47.	Roadway Stone	250	Ton	\$45.16	\$11,290.00	-221	-\$9,980.36	29	\$1,309.64
48.	Topsail	50	C.Y.	\$22.58	\$1,129.00	-50	-\$1,129.00	0	\$0.00
49.	Select Backfill	100	C.Y.	\$16.94	\$1,694.00	40	\$677.60	140	\$2,371.60
50.	Materials Testing	1	L.S.	\$500.00	\$500.00	-1	-\$500.00	0	\$0.00
51.	ADEM NPDES Stormwater Permitting	1	L.S.	\$5,000.00	\$5,000.00	0	-\$1,000.00	0.8	\$4,000.00
52.	ADEM Public Water Supply Permitting	1	L.S.	\$2,100.00	\$2,100.00	0	\$0.00	1	\$2,100.00
53.	Baldwin County Road ROW Permitting	1	L.S.	\$2,000.00	\$2,000.00	-1	-\$1,000.00	0.5	\$1,000.00
54.	12" Steel Casing, Bored	60	L.F.	\$191.18	\$11,470.80	0	\$0.00	60.00	\$11,470.80
55.	Locator Wire Deduct	-17649	L.F.	\$0.12	-\$2,117.88	0	\$0.00	-17649.00	-\$2,117.88
56.	Silt Fence Removal and Haul Off	260	L.F.	\$7.69	\$1,999.40	0	\$0.00	260	\$1,999.40
<b>TOTAL OF BASE BID</b>					<b>\$453,120.16</b>		<b>-\$42,449.25</b>	<b>0</b>	<b>\$410,670.91</b>



Job Title: Water System Extensions  
 CDBG Project # CY-CM-PF-18-009

Engineer: Southern Engineering Solutions, Inc.  
 P.O. Box 610  
 Andalusia, AL 36420

Owner: Perdido Bay Water, Sewer and  
 Fire Protection District  
 Baldwin County Commission

Contractor: Pensacola Concrete Const. Co., Inc.  
 P. O. Box 2787  
 Pensacola, FL 32513

Estimate No.: 4

Date: 9/2/2020

Contract Date: 10/28/2019

Date Started: 1/6/2020

Contract Amount: \$438,113.84

Worked Performed: From: 4/1/20  
 To: 8/28/20

Item No.	Item Description	Quantity	Unit	Project Unit Rates	Project Bid Amount	Previous To Date Quantity	Previous To Date Earned	This Period Quantity	This Period Earned	Current To Date Quantity	Current To Date Earned
<b>ORIGINAL CONTRACT ITEMS</b>											
1.	8" Class 200 PVC Water Main	5,050	L.F.	\$14.86	\$75,043.00	5,112	\$75,964.32		\$0.00	5112	\$75,964.32
2.	6" Class 200 PVC Water Main	9,700	L.F.	\$12.53	\$121,541.00	9,753	\$122,205.09	3	\$37.59	9756	\$122,242.68
3.	3" Class 200 PVC Water Main	2,525	L.F.	\$10.20	\$25,755.00	2,459	\$25,081.80	33	\$336.60	2492	\$25,418.40
4.	8" D.I. Water Main	100	L.F.	\$33.91	\$3,391.00	-	\$0.00		\$0.00	0	\$0.00
5.	6" D.I. Water Main	100	L.F.	\$28.62	\$2,862.00	80	\$2,289.60		\$0.00	80	\$2,289.60
6.	3" D.I. Water Main	100	L.F.	\$29.00	\$2,900.00	100	\$2,900.00		\$0.00	100	\$2,900.00
7.	6" D.I. Fire Hydrant Lead	50	L.F.	\$28.62	\$1,431.00	81	\$2,318.22		\$0.00	81	\$2,318.22
8.	3" D.I. Flush Hydrant Lead	20	L.F.	\$29.00	\$580.00	22	\$638.00		\$0.00	22	\$638.00
9.	8" Megalug Retainer Gland	20	Each	\$63.37	\$1,267.40	24	\$1,520.88		\$0.00	24	\$1,520.88
10.	6" Megalug Retainer Gland	110	Each	\$44.72	\$4,919.20	133	\$5,947.76	2	\$89.44	135	\$6,037.20
11.	3" Megalug Retainer Gland	60	Each	\$35.83	\$2,149.80	42	\$1,504.86	16	\$573.28	58	\$2,078.14
12.	10" SDR 11 Polyethylene Water Main Directional Drilled Installation	100	L.F.	\$91.35	\$9,135.00	120	\$10,962.00		\$0.00	120	\$10,962.00
13.	10" Polyethylene Mechanical Joint Assembly	2	Each	\$384.23	\$768.46	4	\$1,536.92		\$0.00	4	\$1,536.92
14.	8" Restraining Gasket	2	Each	\$109.34	\$218.68	-	\$0.00		\$0.00	0	\$0.00
15.	6" Restraining Gasket	2	Each	\$81.13	\$162.26	-	\$0.00		\$0.00	0	\$0.00
16.	3" Restraining Gasket	2	Each	\$39.00	\$78.00	-	\$0.00		\$0.00	0	\$0.00
17.	10" Steel Casing, Bored	245	L.F.	\$149.19	\$36,551.55	195	\$29,092.05		\$0.00	195	\$29,092.05
18.	Fire Hydrant	10	Each	\$2,009.63	\$20,096.30	10	\$20,096.30		\$0.00	10	\$20,096.30
19.	Flush Hydrant	4	Each	\$1,326.83	\$5,307.32	4	\$5,307.32		\$0.00	4	\$5,307.32
20.	12" Fire Hydrant Extension	1	Each	\$271.49	\$271.49	-	\$0.00		\$0.00	0	\$0.00
21.	24" Fire Hydrant Extension	1	Each	\$348.10	\$348.10	-	\$0.00		\$0.00	0	\$0.00
22.	36" Fire Hydrant Extension	1	Each	\$602.29	\$602.29	-	\$0.00		\$0.00	0	\$0.00
23.	8" Valve	3	Each	\$1,194.83	\$3,584.49	3	\$3,584.49		\$0.00	3	\$3,584.49
24.	6" Valve	23	Each	\$890.79	\$20,488.17	25	\$22,269.75		\$0.00	25	\$22,269.75
25.	3" Valve	8	Each	\$770.85	\$6,166.80	6	\$4,625.10	2	\$1,541.70	8	\$6,166.80
26.	8" Tapping Sleeve and Valve	1	Each	\$5,460.03	\$5,460.03	1	\$5,460.03		\$0.00	1	\$5,460.03
27.	Existing Main Connection	1	Each	\$3,588.90	\$3,588.90	-	\$0.00	1	\$3,588.90	1	\$3,588.90
28.	Connection to Existing Valve	1	Each	\$847.55	\$847.55	-	\$0.00	1	\$847.55	1	\$847.55
29.	Cut and Plug Existing Line	1	Each	\$418.91	\$418.91	-	\$0.00		\$0.00	0	\$0.00
30.	D. I. Fittings	1	Ton	\$10,454.74	\$10,454.74	1.24	\$12,963.88	0.053	\$554.10	1.29	\$13,517.98
31.	Driveway/Flume/Tree Bore (0-12')	3	Each	\$700.00	\$2,100.00	-	\$0.00		\$0.00	0	\$0.00
32.	Driveway/Flume/Tree Bore (12'-24')	2	Each	\$1,400.00	\$2,800.00	5	\$7,000.00		\$0.00	5	\$7,000.00
33.	Driveway/Flume/Tree Bore (24'-30')	1	Each	\$3,500.00	\$3,500.00	-	\$0.00		\$0.00	0	\$0.00
34.	Paving / Concrete Removal	100	S.Y.	\$17.00	\$1,700.00	-	\$0.00		\$0.00	0	\$0.00

Item No.	Item Description	Quantity	Unit	Project Unit Rates	Project Bid Amount	Previous To Date Quantity	Previous To Date Earned	This Period Quantity	This Period Earned	Current To Date Quantity	Current To Date Earned
35.	424-A Superpave Bituminous Concrete (Patching)	100	S.Y.	\$39.00	\$3,900.00	-	\$0.00		\$0.00	0	\$0.00
36.	ROW Bushhogging	1	L.S.	\$1,750.00	\$1,750.00	1	\$1,750.00		\$0.00	1.00	\$1,750.00
37.	Clearing and Grubbing	300	L.F.	\$5.83	\$1,749.00	-	\$0.00		\$0.00	0	\$0.00
38.	Seeding	15,600	L.F.	\$0.39	\$6,084.00	14,726	\$5,743.14	1140	\$444.60	15866	\$6,187.74
39.	Mulching	15,600	L.F.	\$0.23	\$3,588.00	14,726	\$3,386.98	1140	\$262.20	15866	\$3,649.18
40.	Minor Structure Concrete	2	C.Y.	\$846.75	\$1,693.50	-	\$0.00		\$0.00	0	\$0.00
41.	Silt Fence (Type A)	2,000	L.F.	\$1.64	\$3,280.00	260	\$426.40		\$0.00	260	\$426.40
42.	Straw Wattles (9")	1,000	L.F.	\$3.39	\$3,390.00	150	\$508.50		\$0.00	150	\$508.50
43.	Straw Wattles (12")	1,000	L.F.	\$3.39	\$3,390.00	-	\$0.00		\$0.00	0	\$0.00
44.	Stone Rip Rap	30	Tons	\$171.23	\$5,136.90	-	\$0.00		\$0.00	0	\$0.00
45.	Hay Bales	100	Each	\$11.29	\$1,129.00	-	\$0.00		\$0.00	0	\$0.00
46.	Erosion Control Netting	200	S.Y.	\$9.03	\$1,806.00	-	\$0.00		\$0.00	0	\$0.00
47.	Solid Sod	100	S.Y.	\$10.16	\$1,016.00	-	\$0.00	150	\$1,524.00	150	\$1,524.00
48.	Roadway Stone	250	Ton	\$45.16	\$11,290.00	29	\$1,309.64		\$0.00	29	\$1,309.64
49.	Topsoil	50	C.Y.	\$22.58	\$1,129.00	-	\$0.00		\$0.00	0	\$0.00
50.	Select Backfill	100	C.Y.	\$16.94	\$1,694.00	-	\$0.00	140	\$2,371.60	140	\$2,371.60
51.	Materials Testing	1	L.S.	\$500.00	\$500.00	-	\$0.00		\$0.00	0	\$0.00
52.	ADEM NPDES Stormwater Permitting	1	L.S.	\$5,000.00	\$5,000.00	0.8	\$4,000.00		\$0.00	0.8	\$4,000.00
53.	ADEM Public Water Supply Permitting	1	L.S.	\$2,100.00	\$2,100.00	1	\$2,100.00		\$0.00	1	\$2,100.00
54.	Baldwin County Road ROW Permitting	1	L.S.	\$2,000.00	\$2,000.00	0.50	\$1,000.00		\$0.00	0.50	\$1,000.00

**TOTALS (ORIGINAL CONTRACT)**

**\$438,113.84**      **\$383,493.03**      **\$12,171.56**      **\$395,664.59**

**CHANGE ORDER NO. 1 ITEMS**

12.	10" SDR 11 Polyethylene Water Main Directional Drilled Installation	40	L.F.	\$91.35	\$3,654.00	40	\$3,654.00		\$0.00	40	\$3,654.00
55.	12" Steel Casing, Bored	60	L.F.	\$191.18	\$11,470.80	60	\$11,470.80		\$0.00	60	\$11,470.80

**CHANGE ORDER NO. 2 ITEMS**

56.	Locator Wire Deduct	-17649	L.F.	\$0.12	(\$2,117.88)	-	\$0.00	-17649	-\$2,117.88	-17649	-\$2,117.88
57.	Silt Fence Removal and Haul Off	260	L.F.	\$7.69	\$1,999.40	-	\$0.00	260	\$1,999.40	260	\$1,999.40

**TOTALS (ORIGINAL CONTRACT & CHANGE ORDER NO. 1 ITEMS)**

**\$453,120.16**      **\$398,617.83**      **\$12,053.08**      **\$410,670.91**

**SUBTOTAL:**

**RETAINAGE 5%**

**LESS PREVIOUS PAYMENTS:**

**AMOUNT DUE THIS VOUCHER**

**THIS MONTH**

**CUMULATIVE EARNED**

\$12,053.08      \$410,670.91  
 \$602.65      \$20,533.54  
 \$0.00      \$378,686.94  
 \$11,450.43      \$11,450.43

**CERTIFICATION OF ENGINEER:**

By: Brett W. Darnell  
 SOUTHERN ENGINEERING SOLUTIONS, INC.  
 Print Name: Brett Darnell  
 Date: 9/3/2020

**CERTIFICATION OF CONTRACTOR:**

I certify that all quantities and totals shown on this Payment Estimate are correct, and that all work has been completed in accordance with the terms of this contract

By: Ben F. Joyner Jr  
 PENSACOLA CONCRETE CONST. CO., INC.  
 Print Name: Ben F. Joyner Jr  
 Date: 9/2/2020





## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

MEMBERS  
DISTRICT 1 JAMES E. BALL  
2 JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

July 7, 2020

Mr. Shabbir Olia  
CED Programs Manager  
ADECA  
401 Adams Avenue, Suite 580  
Montgomery, Alabama 36103

**RE: Local Amendment Request  
Baldwin County CDBG Project No. CY-CM-PF-18-009  
Water Improvements for the Perdido Bay Water, Sewer and Fire  
Protection District**

Dear Mr. Olia:

Please accept this letter as a request for a Local Amendment from the Baldwin County Commission for the above referenced project. The County was awarded this grant in the amount of \$350,000 in order to rehabilitate and extend public water services in a rural community in southern Baldwin County (near Lillian) that consists of mostly low to moderate income residents. In October of 2019, the construction contract for the proposed improvements was awarded to Pensacola Concrete Construction Co., Inc., the lowest responsive bidder. The construction contract is now over 90% complete. The original grant application stated that the Perdido Bay Water, Sewer and Fire Protection District (PBWSF) will provide \$378,000 in "cash" matching funds towards this project. However, it was the intention of the PBWSF to provide the household connection services to the 86 households to receive new water utilizing their own labor and equipment. PBWSF has the capacity to provide these services. Therefore, the County is requesting that PBWSF be allowed to contribute 40% or \$150,900 in "in-kind" matching funds and 60% or \$227,400 in "cash" matching funds towards the construction costs for a total of \$378,000 (original matching funds commitment).

As of the last Draw Request (#7) submitted to ADECA in April of 2020, the PBWSF has already contributed over 40% of their matching funds commitment in "cash" match toward the construction contract. Also, please note that the 60% cash contribution will be provided during the construction contract phase, and the 40% "in-kind" contributions that include the labor and equipment to provide the household service connections will be provided at the conclusion of the construction contract.

There is no overall increase or decrease proposed to the budget. However, a budget revision is included with this amendment to reflect the change in 100% "cash" matching funds of \$378,000 to 60% or \$227,400 in "cash" matching funds and 40% or \$150,900 in "in-kind"

Mr. Shabbir Olia  
July 7, 2020  
Page 2 of 2

matching funds. Also enclosed is a letter from the Project Engineer, Paul Darnell, of Southern Engineering Solutions and a letter from the Mark Bohlin, the General Manager of PBWSF, supporting this request. Finally, enclosed is an updated Certification Form, since the Chairperson of the Baldwin County Commission has changed to Commissioner Billie Jo Underwood.

No changes will be made to the CDBG project beneficiaries or activities and the project area will remain the same. We thank you in advance for your consideration of this request. If you require any further information, please feel free to contact our Grant Administrator, Ms. Stacy McKean, at (251) 533-6930.

Sincerely,



BILLIE JO UNDERWOOD, Chairperson  
Baldwin County Commission

GRANTEE NAME: Baldwin County Commission

AGREEMENT NO: CY-CM-PF-18-009

CERTIFICATION

Signature Billie Jo Underwood

FEIN NO. [REDACTED]

Typed Name Billie Jo Underwood

DUNS NO. [REDACTED]

Title Chairman

Signature Stacy McKean

Typed Name Stacy McKean

Title CDBG Grant Administrator



This is to certify that the above signatures are authorized to sign Form 001 State CDBG/ARC, Request for Payment on Letter of Credit and Status of Funds Report, HUD Community Development Block Grant and Appalachian Regional Commission funds. Any one of the three signatures on this certification may be accepted on Form 001 State CDBG/ARC (Revised 11/18).

Billie Jo Underwood

Mayor or Chairman, County Commission, Designated Non-Profit Official

Baldwin County Commission  
City, County, Non-Profit

Date July 4, 2020

MAILING ADDRESS for general information:

MAILING ADDRESS for CHECKS  
(if bank, include account number, bank's name and address):

Baldwin County Commission

Baldwin County Commission

312 Courthouse Square, Suite 11

312 Courthouse Square, Suite 11

Bay Minette, AL 36507

Bay Minette, AL 36507

Phone Number: (251) 937-0264

(251) 937-0264



May 29, 2020

Mr. Mark Bohlin, General Manager  
Perdido Bay Water, Sewer and Fire Protection District  
28171 Freshwater Lane  
Elberta, Alabama 36530

**RE: Local Amendment Request**  
**Baldwin County CDBG Project No. CY-CM-PF-18-009**  
**Water Improvements for the Perdido Bay Water, Sewer and FPD**

Dear Mr. Bohlin:

Please accept this letter as support for the Perdido Bay Water, Sewer and Fire Protection District (PBWSF) to request that the Baldwin County Commission submit a Local Amendment to ADECA for the above referenced project. As you are aware, the County was awarded this grant for \$350,000 to assist your company in rehabilitating and extending public water services to a low to moderate income area that you provide water services to. The original grant application stated that your company will provide \$378,000 in "cash" matching funds towards this project. However, since your company has the capacity to provide the household connection services to the 86 households to receive new water utilizing your own labor and equipment, it is my recommendation as the Project Engineer that 40% or \$150,900 of your matching funds commitment be provided as an "in-kind" contribution of labor and equipment for the household connections.

There is no overall increase or decrease proposed to the project budget. However, a budget revision will be included with the County's local amendment to reflect the change in 100% "cash" matching funds of \$378,000 to 60% or \$227,400 in "cash" matching funds and 40% or \$150,900 in "in-kind" matching funds.

Sincerely,

**SOUTHERN ENGINEERING SOLUTIONS**



Paul E. Darnell, P.E.  
Senior Principal





**PERDIDO BAY  
WATER, SEWER AND FIRE PROTECTION DISTRICT**

28171 FRESHWATER LANE \* ELBERTA, AL 36530  
Phone (251) 987-5816 \* Fax: (251) 987-5836

May 28, 2020

Ms. Billy Jo Underwood, Chairman  
Baldwin County Commission  
312 Courthouse Square, Suite 11  
Bay Minette, Alabama 36507

RE: Local Amendment Request  
Baldwin County CDBG Project No. CY-CM-PF-18-009  
Water Improvements for the Perdido Bay Water, Sewer and Fire Protection District

Dear Chairman Underwood:

Please accept this letter as support for the Perdido Bay Water, Sewer and Fire Protection District (PBWSF) to request that the Baldwin County Commission submit a Local Amendment to ADECA for the above referenced project. As you are aware, the County was awarded this grant for \$350,000 to assist our company in rehabilitating and extending public water services to a low to moderate income area that we provide water services to. The original grant application stated that we will provide \$378,000 in "cash" matching funds towards this project. However, since our company has the capacity to provide the household connection services to the 86 households to receive new water utilizing your own labor and equipment, we would like to request that 40% or \$150,900 of our matching funds commitment be provided as an "in-kind" contribution of labor and equipment for the household connections.

There is no overall increase or decrease proposed to the project budget. However, a budget revision will be included with the County's local amendment to reflect the change in 100% "cash" matching funds of \$378,000 to 60% or \$227,400 in "cash" matching funds and 40% or \$150,900 in "in-kind" matching funds. Ms. Stacy McKean, Grant Administrator, will assist the County in submitting this Local Amendment Request to the Alabama Department of Economic and Community Services (ADECA). Please feel free to contact her at (251) 533-6930 if you have any questions.

Sincerely,

Mark Bohlin, General Manager

**Quality**  
**On Tap!**  
Our Profession  Our Commitment

**PERDIDO BAY**  
**WATER, SEWER AND FIRE PROTECTION DISTRICT**

28171 FRESHWATER LANE \* ELBERTA, AL 36530  
Phone (251) 987-5816 \* Fax: (251) 987-5836

July 7, 2022

The Honorable James E. Ball  
Chairman of the Baldwin County Commission  
312 Courthouse Square, Suite 11  
Bay Minette, Alabama 36507

Dear Chairman Ball:

RE: Refusal of Service for Household Connections  
CDBG Project Water No. CY-CM-PF-18-009

Regarding the referenced project, the Perdido Bay Water Sewer and Fire Protection District held a Public Meeting at our offices near the CDBG project area to inform residents of the opportunity to hook-up to the new water services provided as part of this project. We hand delivered the entire household connections package, including all CDBG program information and required forms to each of the 86 households within the project area to inform all potential customers of the grant program, and the opportunity for them to hook-up to the new water services. This package included the Refusal of Service form. This opportunity and CDBG program information was also made available on our website, along with the completed sign-up package, including the Refusal of Service form. See attached the Household Connection Package that was provided to each household in the project area.

The PBWSF staff did not enter the homes due to COVID. They either handed them off at the door or left them in the mailbox. The homeowners that signed up as new customers to receive household connections as part of this project came to our offices to turn in the required paperwork, get their Temporary Construction Easement signed and notarized, and to pay their security deposit of \$25.00. The CDBG project area is located near the Perdido Bay Water offices. We did not receive any Refusal of Service forms for the residents who opted to stay on their private wells. We did not go back to the homes to request the Refusal of Service forms due to COVID. Doing so would not have been safe for our staff or the homeowners.

Sincerely,



Mark Bohlin, General Manager

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**PERDIDO BAY**  
**WATER, SEWER AND FIRE PROTECTION DISTRICT**

28171 FRESHWATER LANE • ELBERTA, AL 36530  
Phone (251) 987-5816 • Fax: (251) 987-5836

March 30, 2022

Re: CDBG Beneficiaries that Did Not Hook up.

To Whom It May Concern:

There are multiple CDBG Beneficiaries that chose not to hook up to Perdido Bay Water services.

The reason is known only to the home-owners. One possible scenario is that some homeowners have wells and did not want to pay a monthly minimum bill. Another possible scenario is that some of the homes were damaged by Hurricane Sally and all repairs have not been made and the home-owners are not residing at the home, at this time.

If you have any further questions, please feel free to contact me.

Thank you for your time and consideration,



Beth Downs

Office Manager

Perdido Bay Water

[beth@perdidobaywater.com](mailto:beth@perdidobaywater.com)





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1313, **Version:** 1

**Item #:** HA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** Addendum

**From:** Celena Boykin, Senior Planner

**Submitted by:** Celena Boykin, Senior Planner

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### **ITEM TITLE**

Case No. Z22-9 - Bertolla Property Rezoning - Correction to Resolution #2022-093

### **STAFF RECOMMENDATION**

Make part of the record, the correction to the zoning designation in Resolution #2022-093, which was adopted by the Commission on July 19, 2022 (Agenda Item DR3), more specifically, the last paragraph of Resolution #2022-093 to rezone the Bertolla Property from RSF-2, Single Family District and RSF-E, Estate Single Family District, to RSF-**3**, Single Family District.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

June 21, 2022 - BCC regular meeting, the item was tabled until the July 19, 2022, BCC regular meeting at the request of the applicant.

July 19, 2022 - The Baldwin County Commission adopted Resolution #2022-093, which approved Case Z22-9, Bertolla Property Rezoning, as it pertains to the rezoning of 44.4 acres, more or less, as located in Planning (Zoning) District 15, from RSF-2, Single Family District and RSF-E, Estate Single Family to RSF-3, Single Family District.

Staff identified a typographical error in the last paragraph of Resolution #2022-093 which stated to rezone the property to RSF-4 which is incorrect.

Staff recommends the correction be made to Resolution #2022-093 to correctly reflect rezoning to RSF-3.

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Commission Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

**For time-sensitive follow up, select deadline date for follow up:**

Send notice of action and corrected Resolution to the following:

SE Civil  
9969 Windmill Road  
Fairhope, Alabama 36532

Bertolla Properties, LLC  
Post Office Box 1527  
Daphne, Alabama 36526

planning@baldwincountyal.gov

**Additional instructions/notes:** N/A

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2022-093

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **CASE No. Z22-000009 Bertolla Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

**WHEREAS**, SE Civil has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, AND RUN THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST, A DISTANCE OF 2659.50 FEET; THENCE RUN SOUTH 89 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 1076.16 FEET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 89 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 203.16 FEET; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 2237.17 FEET; THENCE RUN NORTH 89 DEGREES 14 MINUTES 54 SECONDS EAST, A DISTANCE OF 54.00 FEET TO A POINT ON THE NORTHWEST CORNER OF WATERFORD, PHASE II, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2320-A, BALDWIN COUNTY PROBATE RECORDS; THENCE RUN ALONG THE NORTH MARGIN OF SAID WATERFORD, PHASE II THE FOLLOWING DESCRIBED COURSES:

NORTH 89 DEGREES 14 MINUTES 54 SECONDS EAST, A DISTANCE OF 170.41 FEET;

NORTH 00 DEGREES 05 MINUTES 04 SECONDS EAST, A DISTANCE OF 19.04 FEET;

SOUTH 89 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 50.00 FEET;

SOUTH 00 DEGREES 05 MINUTES 04 SECONDS WEST, A DISTANCE OF 51.36 FEET;

NORTH 89 DEGREES 14 MINUTES 54 SECONDS EAST, A DISTANCE OF 440.13 FEET TO THE NORTHEAST CORNER OF SAID WATERFORD PHASE II; THENCE RUN NORTH 00 DEGREES 14 MINUTES 15 SECONDS EAST, A DISTANCE OF 2278.65 FEET; THENCE RUN SOUTH 89 DEGREES 33 MINUTES 38 SECONDS WEST, A DISTANCE OF 148.34 FEET; THENCE RUN NORTH 00 DEGREES 04 MINUTES 15 SECONDS WEST, A DISTANCE OF 647.05 FEET; THENCE RUN SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 397.38 FEET; THENCE RUN NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 623.41 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF REBEL ROAD (50 FOOT ROW); THENCE RUN SOUTH 88 DEGREES 59 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 72.62 FEET; THENCE RUN SOUTH 86 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 171.99 FEET; THENCE RUN NORTH 89 DEGREES 19 MINUTES 44 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 69.65 FEET; THENCE RUN NORTH 87 DEGREES 25 MINUTES 31 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 66.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, RUN SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 1269.10 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 54.32 ACRES, MORE OR LESS.

Otherwise known as tax parcel number, **05-43-06-23-0-000-033.000 and 026.000** as found in the office of the Senior25Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RSF-2, Single Family District and RSF-E, Estate Single Family District, to RSF-3, Single Family District, and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on May 5, 2022 and voted to recommend **Denial** of the rezoning request; and

**WHEREAS**, the Baldwin County Commission held a public hearing on June 21 2022; and

**WHEREAS**, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the property (Case No. Z22-000009, Bertolla Property) as herein identified and described

and as found within the confines of Planning (Zoning) District No.15 from RSF-2, Single Family District and RSF-E, Estate Single Family District, to RSF-3, Single Family District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

**DONE**, under the Seal of Baldwin County, Alabama, as affixed on this the 19th day of July 2022.

---

Commissioner James E. Ball, Chairman

*ATTEST*

---

Ronald J. Cink, Interim County Administrator





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1306, **Version:** 1

**Item #:** HA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** Addendum

**From:** Ronald J. Cink, Budget Director/Interim County Administrator

**Submitted by:** Kristen M. Rawson, Assistant Administrative Services Manager

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### ITEM TITLE

Referendum Election - The Alabama Limited Self-Governance Act

### STAFF RECOMMENDATION

Regarding the upcoming referendum on the Alabama Limited Self-Governance Act to be held during the election on November 8, 2022, approve the ballot language as follows:

“Should the provisions of Act No. 2005-200 (Ala. Code § 11-3A-1 et seq.) apply in Baldwin County?”

\_\_\_\_ Yes                      \_\_\_\_ No

### BACKGROUND INFORMATION

**Background:** “The Alabama Limited Self-Governance Act” (Ala. Code § 11-3A-1 et seq.) authorizes the county commission to exercise certain health and safety powers in the unincorporated areas of the county upon passage of a local referendum in which the qualified voters in the unincorporated areas of the county approved the exercise of these powers by the county commission. Such referendum must be held in conjunction with a primary, general, or special election held for another purpose.

If the Limited Self-Governance Act is approved by a majority of the qualified electors in the unincorporated areas of the county at a local referendum on the question, the county commission will be authorized to adopt ordinances on health and safety issues related to the abatement of weeds, the control of animals, the control of litter, the control of junkyards, and the abatement of noise nuisances, unsanitary sewage, or pollution.

**Previous Commission action/date:** 06/21/2022 - Adopted Resolution #2022-110 calling for a local referendum to be held on the question of whether the health and safety powers authorized in Ala. Code § 11-3A-1 et seq. shall be effective in Baldwin County, with such referendum to be held during the election on November 8, 2022.

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**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** Time Sensitive - All follow up the day of the meeting

**Individual(s) responsible for follow up:** Administration staff send notice of action to: Probate Judge Harry D'Olive via email.

Cc:  
Tammy Chance  
Violetta Smith

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

COUNTY OF BALDWIN )

STATE OF ALABAMA )

**RESOLUTION #2022-110  
OF  
THE BALDWIN COUNTY COMMISSION**

**CALLING FOR REFERENDUM ON HEALTH AND SAFETY POWERS.**

**WHEREAS**, “The Alabama Limited Self-Governance Act” (*Ala. Code § 11-3A-1 et seq.*) authorizes the county commission to exercise certain health and safety powers in the unincorporated areas of the county upon passage of a local referendum in which the qualified voters in the unincorporated areas of the county approved the exercise of these powers by the county commission; and

**WHEREAS**, a local referendum may be called by the county commission upon resolution adopted by a majority of its members, with such referendum to be held in conjunction with a primary, general, or special election held for another purpose; and

**WHEREAS**, if the Limited Self-Governance Act is approved by a majority of the qualified electors in the unincorporated areas of the county at a local referendum on the question, the county commission will be authorized to adopt ordinances on health and safety issues related to the abatement of weeds, the control of animals, the control of litter, the control of junkyards, and the abatement of noise nuisances, unsanitary sewage, or pollution set out above; and

**WHEREAS**, the Baldwin County Commission believes that it is in the best interests of the county that a local referendum be held on the question of whether the health and safety powers authorized in *Ala. Code § 11-3A-1 et seq.* should be available to the County Commission to address some or all of the important health and safety issues set out in the Act; and

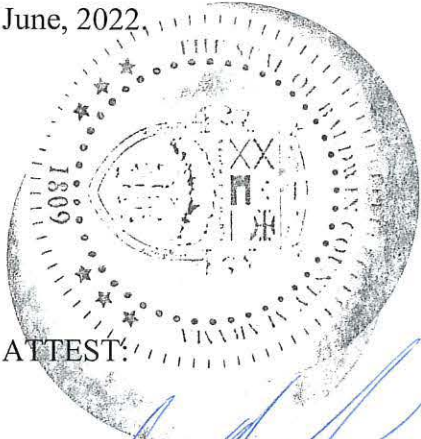
**WHEREAS**, the Baldwin County Commission desires to grant its citizens in the unincorporated areas of the county an opportunity to vote on whether to grant the county commission the authority to address these health and safety concerns within the unincorporated areas of the county; and

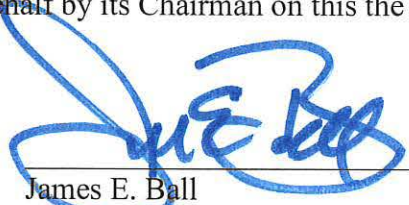
**WHEREAS**, based upon the foregoing, the Baldwin County Commission has adopted this resolution calling for a local referendum on this issue by a majority of the county commission; now therefore

**BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION**, that it does hereby call for a local referendum to be held on the question of whether the health and safety powers authorized in *Ala. Code § 11-3A-1 et seq.* shall be effective in Baldwin County, with such referendum to be held during the election on November 8, 2022.

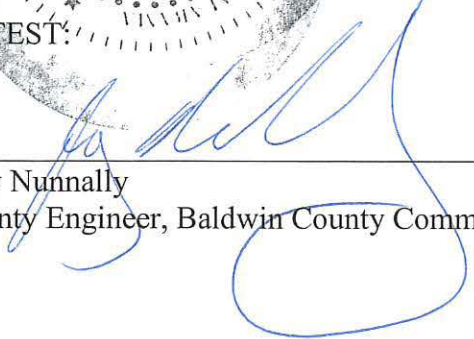
**BE IT FURTHER RESOLVED** that copies of this resolution be immediately forwarded to the judge of probate and sheriff's office with instructions to include this local referendum on the ballot for the election to be held on November 8, 2022.

**IN WITNESS WHEREOF**, the Baldwin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 21<sup>st</sup> day of June, 2022.



  
James E. Ball  
Chairman, Baldwin County Commission

ATTEST:

  
Joey Nunnally  
County Engineer, Baldwin County Commission



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1308, **Version:** 1

**Item #:** HA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** Addendum

**From:** Ronald J. Cink, Budget Director / County Administrator

**Submitted by:** Kristen M. Rawson, Assistant Administrative Services Manager

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### **ITEM TITLE**

Resolution #2022-143 - Tax Abatement Agreement between Baldwin County Commission and CHONEX, Inc.

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Adopt Resolution #2022-143, which grants a tax abatement to CHONEX, Inc.; and
- 2) Approve the Tax Abatement Agreement between the Baldwin County Commission and CHONEX, Inc.; and
- 3) Forward to the Office of the Revenue Commissioner of Baldwin County and the Office of Probate Judge of Baldwin County, Resolution #2022-143 and associated attachments informing the Probate Judge and Revenue Commissioner of the aforementioned grant of such Tax Abatement; and
- 4) Authorize the Chairman to execute any and all documents deemed necessary to effect such abatement.

### **BACKGROUND INFORMATION**

**Background:** Staff received correspondence from the Baldwin County Economic Development Alliance on July 28, 2022, related to a Tax Abatement request from Mr. Michael Lynch with CHONEX, Inc. Mr. Lynch will be present at the August 1, 2022 work session to address the Commission on the project.

Section 40-9B-1, et seq., Code of Alabama (1975), or what is commonly referred to as the "Tax Incentive Reform Act of 1992," authorizes certain entities to grant "Tax Abatements" in their respective effort to attract new industries, and encourage existing industries to expand their pursuits in their varied jurisdictions. Section 40-9B-5, Code of Alabama (1975), which is entitled "Granting of Abatement," provides:

"(d) Any abatement of county taxes granted by a municipality or municipal industrial authority shall not be valid until the expiration of (1) 10 days following the date of physical delivery to the county commission or (2) 13 days following the date of mailing by certified mail to the county commission of a copy of the resolution granting such abatement. Proof of delivery by affidavit of service, in the case of physical delivery, or by certified mail receipt, in the case of mailing by certified mail, shall be furnished to the Department of Revenue at the same time as the filing of the abatement agreement under Section 40-9B-6. If the procedures herein prescribed are followed, any such abatement shall be effective as of the date granted."

**Previous Commission action/date:** N/A

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
Yes

**Reviewed/approved by:** Approved by Brad Hicks, County Attorney 07/29/2022 jb

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail certified copy of the Resolution, with the Application and Tax Abatement Agreement to:

CHONEX, Inc.  
Attn: Michael Lynch  
228 Kent Drive  
Homewood, Alabama 35209-6535

cc:  
The Honorable Teddy Faust, Revenue Commissioner  
Baldwin County, Alabama  
Post Office Box 1389  
Bay Minette, Alabama 36507  
The Honorable Harry D'Olive, Judge of Probate  
Baldwin County, Alabama  
Post Office Box 459  
Bay Minette, Alabama 36507  
Lee Lawson  
Ron Cink  
Cian Harrison  
Heather Gwynn

**Additional instructions/notes:** N/A



## Resolution Number 2022-143

This Resolution is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the Baldwin County Commission (the Granting Authority), to grant a tax abatement to CHONEX, Inc. (the Company).

WHEREAS, the Company has announced plans for a (check one):

- new project or
- major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., *Code of Alabama 1975*) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

- all state and local noneducational property taxes,
- all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of \_\_\_\_\_ years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$ 11,060,000 by CHONEX, Inc.; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- all state and local noneducational property taxes,
- all construction related transaction taxes, except those local construction related transaction taxes

- levied for educational purposes or for capital improvements for education, and/or
- o all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of \_\_\_\_\_ years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Baldwin County Commission at a meeting held on the \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Commissioner James E. Ball, Chairman

ATTEST:

\_\_\_\_\_  
Ronald J. Cink, Budget Director

## Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Baldwin County Commission (the Granting Authority), and CHONEX, Inc. (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 423820 meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), *Code of Alabama 1975*, as amended; and

WHEREAS, the Company has announced plans for a (check one):

- new project or
- major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority;

WHEREAS, the Project is estimated to be completed by the 30 day of June, 2023; and

WHEREAS the Project will be located in the County of Baldwin (check only one)

- inside the city limits of \_\_\_\_\_.
- inside the police jurisdiction of \_\_\_\_\_.
- outside the city limits and police jurisdiction of the City of Robertsdale; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B1 et seq., *Code of Alabama 1975*) (the Act), the Company has requested from the Granting Authority an Abatement of: (check all that apply)

- all state and local noneducational property taxes,
- all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the \_\_\_ day of \_\_\_\_\_, 2022 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

- ✓ all state and local noneducational property taxes;
- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or
- ☐ all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and/or related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

- ✓ owned by the entity applying for the abatement,
- ☐ leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as defined as an industrial or research enterprise:

Predominately as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 511, 517, 518 (without regard to the premise that data processing and related services be

performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5415, and 5417; Industries 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 115111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget, or any industrial or research enterprise as defined in Section 40-9B-3(a)(10), *Code of Alabama 1975*, as amended, or a target of the state's economic development efforts pursuant to the Accelerate Alabama Strategic Economic Development Plan adopted in January 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, or any amended version or successor document thereto,

A headquarters facility project as described in NAICS 551114 at which not less than 50 jobs are located,

A data processing center as defined in Section 40-9B-3(a)(4), Code of Alabama 1975,

A research and development facility as defined in Section 40-9B-3(a)(23), Code of Alabama 1975,

A renewable energy facility as defined in Section 40-9B-3(a)(22), Code of Alabama 1975,

A facility that produces electricity from alternative energy resources or hydropower production as defined in Section 40-9B-3(a)(10)e, Code of Alabama 1975, or

A tourism destination attraction as defined in Section 40-9B-3(a)(25), Code of Alabama 1975;

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

- ✓ a) Noneducational Property Taxes: all state and local noneducational property taxes that are not required to be used for educational purposes or for capital improvements for education for 5 years,
- ✓ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 *Code of Alabama 1975* on the tangible personal property and taxable services to be incorporated into the

Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

- (c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 Code of Alabama 1975 relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated. (Check all that apply):

✓ If no bonds are to be issued, noneducational property taxes are expected to be approximately \$ 31,667 per year for CHONEX, Inc. and the maximum period for such abatement shall be valid for a period of ten (10) years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

□ (b) If bonds are issued, noneducational property taxes are expected to be approximately \$ \_\_\_\_\_ per year and the maximum period for such abatement shall be valid for a period of \_\_\_\_\_ years, beginning the initial date bonds are issued to finance project.

✓ (c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ 230,900 for CHONEX, Inc. and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be \$ \_\_\_\_\_.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project by CHONEX, Inc. : \$ 11,060,000 ;

b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:  
Initially 6 Year 1 45 Year 2 93 Year 3 145 ;

(c) Annual payroll initially at the Project and in each of the succeeding three years:  
Initially \$ 1,000,000 Year 1 \$ 4,000,000 Year 2 \$ 8,500,000 Year 3 \$ 12,650,000 ;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (Note: This attachment shall include the

application for abatement), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

- ✓ all state and local noneducational property taxes,
- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
  - all mortgage and recording taxes for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under the provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

CHONEX, Inc.  
\_\_\_\_\_  
(the Company)

Baldwin County Commission  
\_\_\_\_\_  
(the Granting Authority)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**STRONGSOIL™**  
BY **CHONEX**

Supercharging Regenerative Agriculture



# We have already lost 1/3 of our topsoil...



50%

of American topsoil is degraded<sup>1</sup>



95%

will be degraded by 2050<sup>1</sup>

...but traditional regenerative methods take  
up to 8 years to be effective!

# Seeing results in the first year



## Kickstart regenerative agriculture

- Helps farmers rebuild and regenerate their topsoil quickly
- Biological process that upcycles poultry manure by extracting beneficial microbes



## Biology to Optimize Chemistry

- Maintains yield with 20-50% less fertilizer and chemicals
- Strong ROI increases profit per acre for farmers



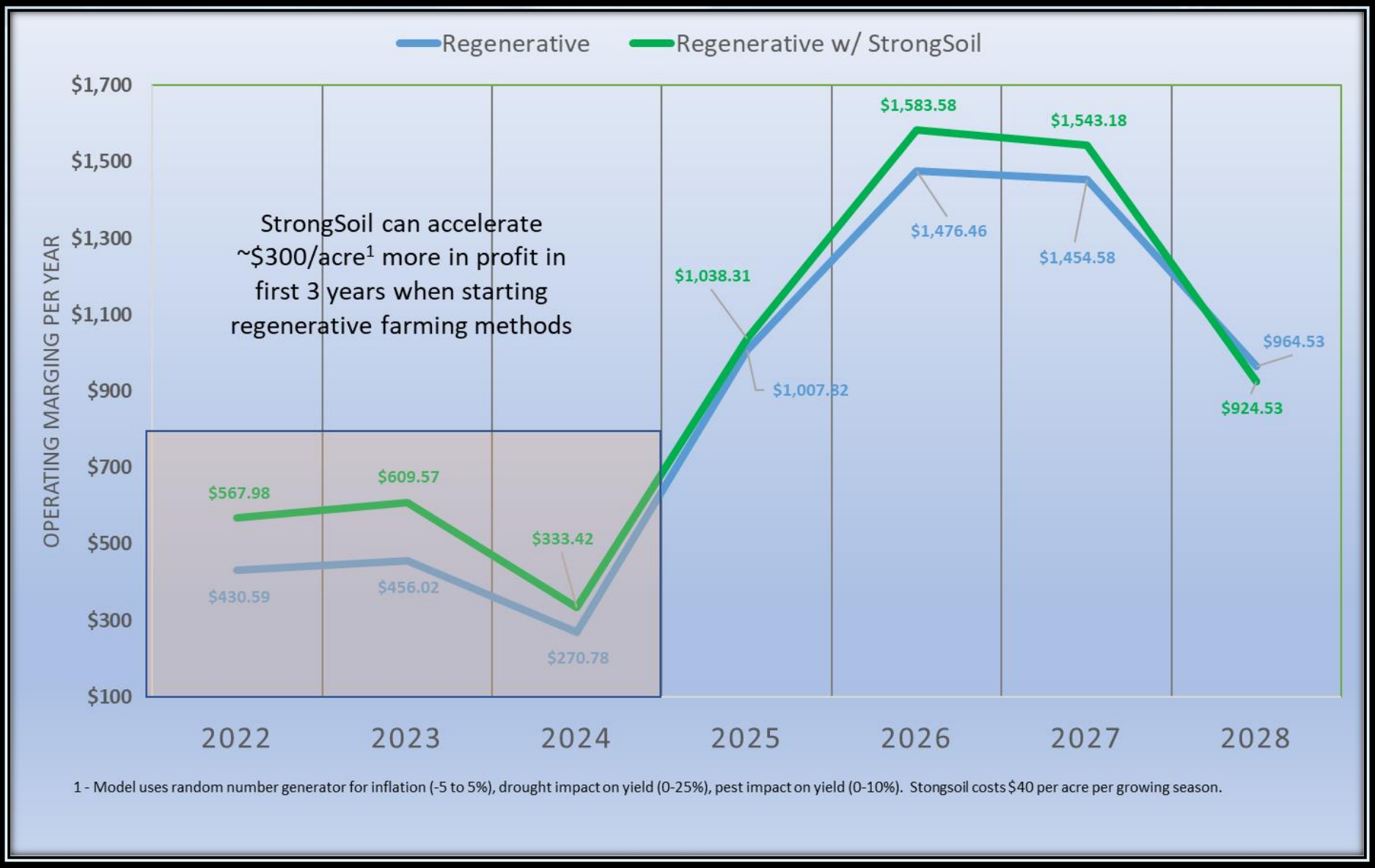
## Rowcrop economics

- Scalable production to meet growing demand
- Applied with existing equipment and farm practices

## Meeting UN Sustainability Goals



# StrongSoil accelerates profitability for the early regenerative farmers





# Improving soil health to improve crop health

1



## GERMINATION

Speeds germination and seedling development

2



## ROOT ESTABLISHMENT

Stimulates growth of root tips and overall root mass

3



## NUTRIENT CYCLING

Enhances micronutrient uptake and transportation

4



## CROP PERFORMANCE

Increases on photosynthetic parameters and biomass accumulation

5



## CROP YIELD

Improves yield and increases nutrient density

6



## STRESS TOLERANCE

Boosts drought tolerance and improves crop resiliency

# Successful field trials across the country

Currently:

16

STATES

30

GROWERS

95

TRIALS

10+

CROPS





# Patent pending, modular design allows for scalability

Biological process to  
remove pathogens



Proprietary process  
selecting beneficial  
microbes



Microbial concentrate  
dried for 3-year shelf life

Dried microbial  
concentrate brewed into  
aerobic tea



Sprayed onto field



# Existing farming relationships to generate positive cash flow by 2023

Farm	Crop	2023 Acres	Total Acres
Turner Ranches	Forage	20,000	2,000,000
Texas Producers Co-op	Cotton, Corn, Citrus	10,000	200,000
Idaho Regen Ranches	Various	10,000	500,000
Indian River Citrus	Citrus	10,000	50,000

**+40M**

more acres in pipeline of existing relationships to execute on

*Now:*

All product supplied from our  
pilot plant



**0.7 tons**

Daily manure processing capacity



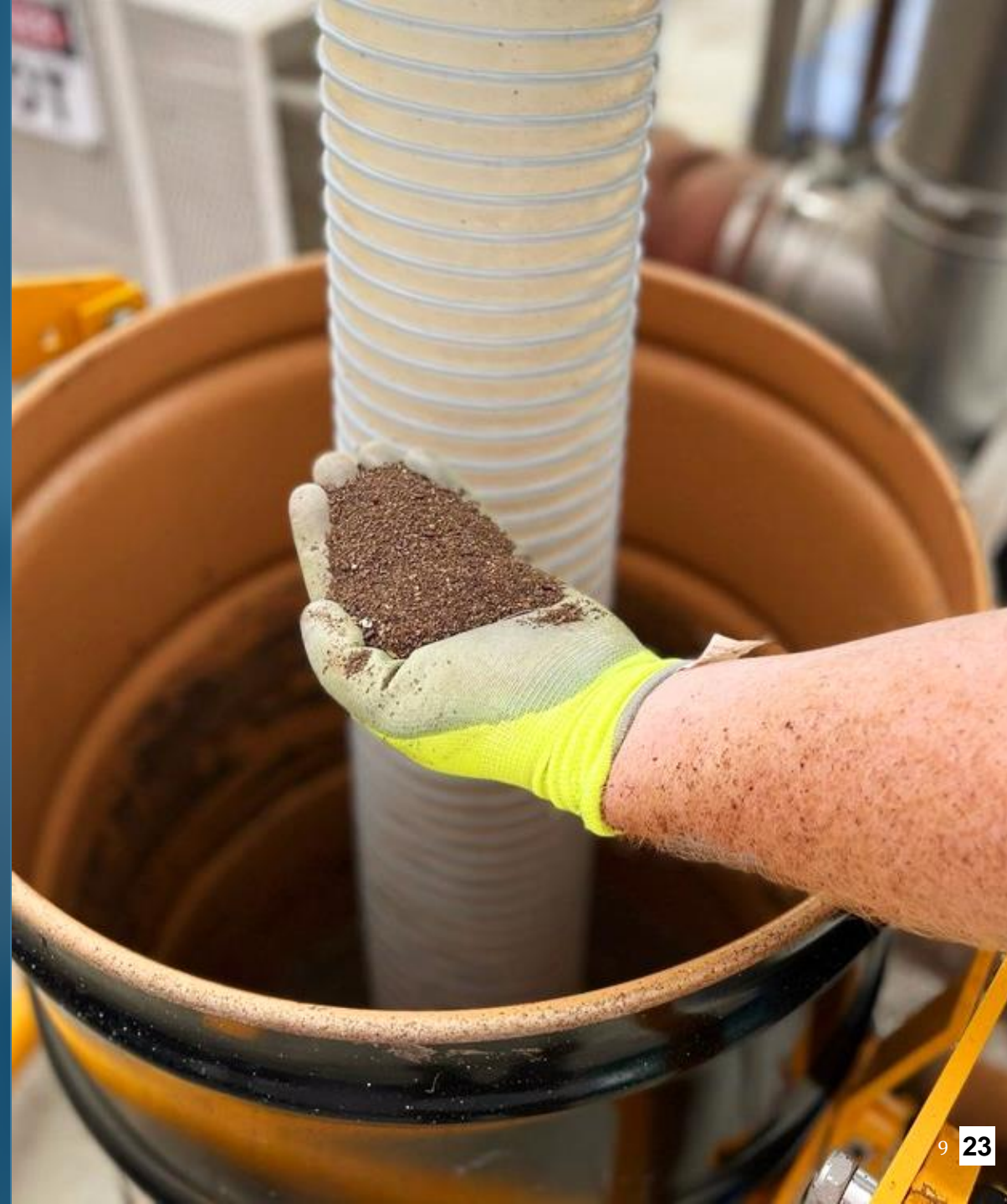
**90K**

Acre equivalent product coverage




**\$3.5M**

Annual revenue







Even for just these 4  
farms...  
our existing facility can't  
produce enough to  
**SATISFY THE  
DEMAND.**

*Next:*

# Complete build of first commercial facility



12

Tons of manure processed daily



1.6M

Acre equivalent product coverage



~\$110M

Annual revenue at undiscounted price



 More info available within the Company's Virtual Data Room.



# We're focused on full commercial launch

Q4  
2022

Construct first  
commercial plant

Secure 50K acres of  
contracts from 4 mega  
farms\*

1H  
2023

Install tea brewing sites  
on mega farms

Expand IP for custom-  
tailored crop brews

2H  
2023

Produce and sell 1.0M  
acres worth of product

Generate sales & become  
cash flow positive

\* Mega Farms are classified as farms with over 50K acres

**Future:**

## **Expansion of gen 2 and gen 3 products**

*Beneficial microbes based on:*



**Region**



**Crop**



**Existing soil  
health**



**Specific  
problems or  
issues**

# Our leadership team are agriculture and development experts



**Michael Lynch**  
CEO & CO-FOUNDER

*Experience includes:*

- Agriculture consultant focused on farm and timberland acquisitions
- Statewide effort to bring Teach For America to Alabama
- Developed and Chair mental health outreach program integrated with UAB Nursing School



**Brian Piotrowski**  
COO

*Former roles include:*

- McKinsey & Co. Sr. Expert / Sr. Operations Implementation Consultant
- Consultant for ADM, Cargill, and Nutrien



**Sofi Andreola**  
R&D, CTO

- PhD Biochemistry / Biological Sciences
- Research focus: Plant Physiology, Molecular Biology, Microbiology, Biotechnology, Plant Pathology
- Biopesticide ELAP Fellowship (Post Doc)
- Plant Physiology CONICET Fellowship (PhD work)



**Jason Mann**  
SALES & MARKETING

*Former roles include:*

- CEO of Essential Strategies Group
- Started Ecotech Institute
- Russell Athletic product development and sales for NFL/MLB licensed products



**Butch Burkett**  
OPERATIONS / QUALITY

*Former roles include:*

- President, Talon Aerospace
- VP Operations Jemison Dempsey Metals, Steel Processing Facility
- President US Clay, Sodium Bentonite mining



# Our advisors have each built and managed multi-billion-dollar businesses



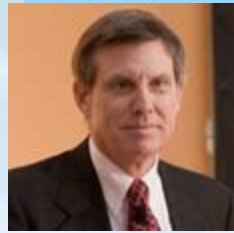
**Dr. Pam Marrone**

- Founder and former CEO Marrone Bio
- Founder and former CEO AgraQuest
- Trustee Emerita, Cornell University



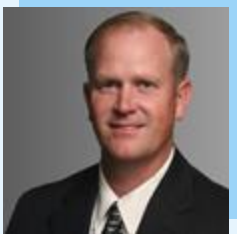
**Dr. Allen Williams**

- A 6th generation family farmer helping manager 32M acres
- Funding partner of Grass Fed Insights, LLC, Academy



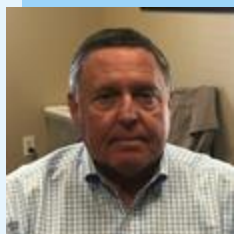
**Dr. Jim Crupi**

- Founded SIBF & MELA
- Consultant and strategic advisor to the Office of the President (US), Coca-Cola, Turner Broadcasting, AT&T, HP, IBM, & Siemens



**Sherman Miller**

- President, COO, and Director of Cal-Maine Foods (World's largest egg producer)



**Kevin Sloan**

- President & CEO of Ecovery
- Owner of second largest John Deere distributor in the United States



**Brad Dunn**

- Former Chair and President of Mouat Company



JOHN DEERE



UnderstandingAG



# 2025 KPI Forecast

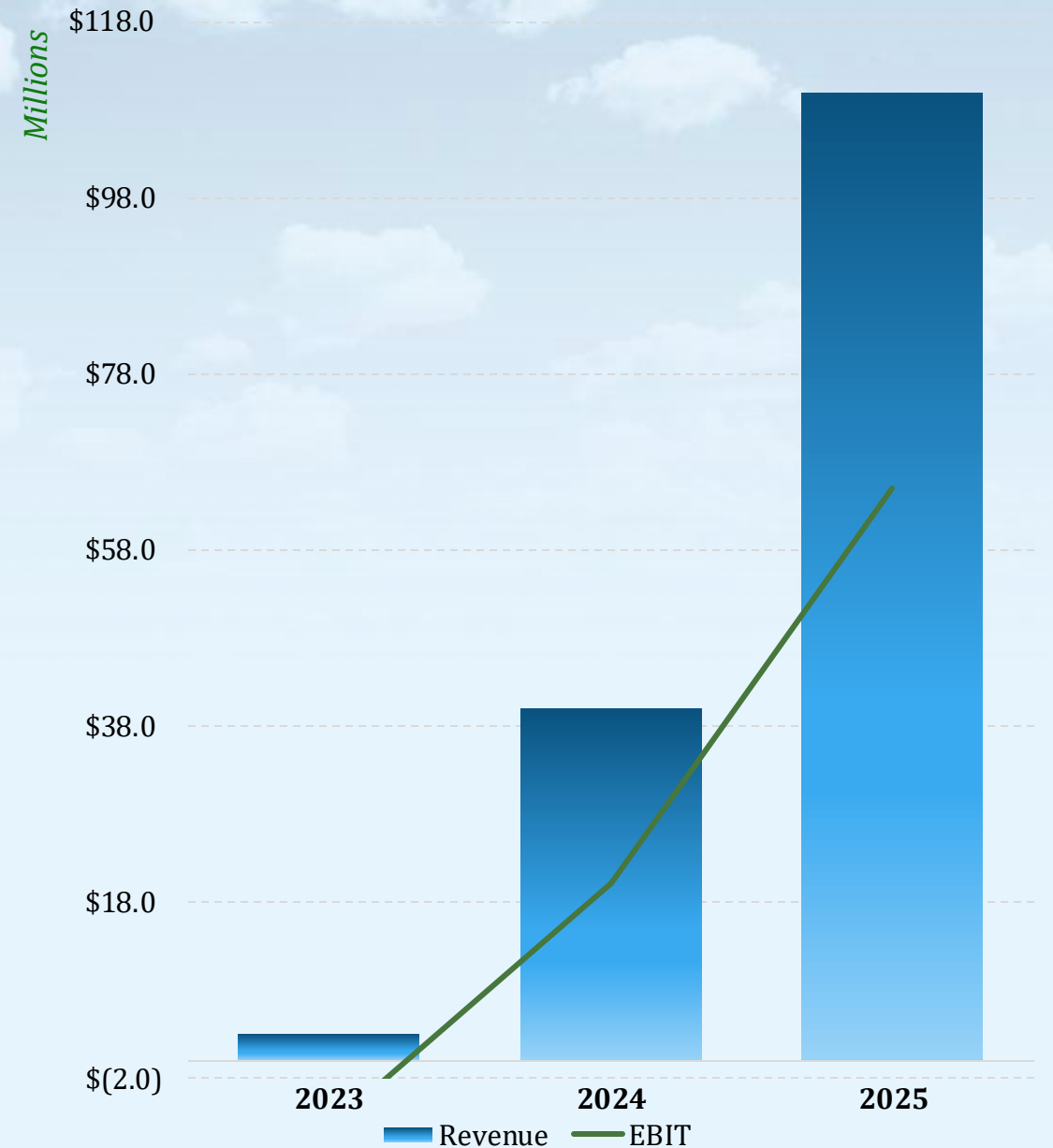
**\$40M+**  
Revenue

**\$20M+**  
EBIT

**400**  
Tons Produced

**5**  
Partner farms with tea  
brewing facility

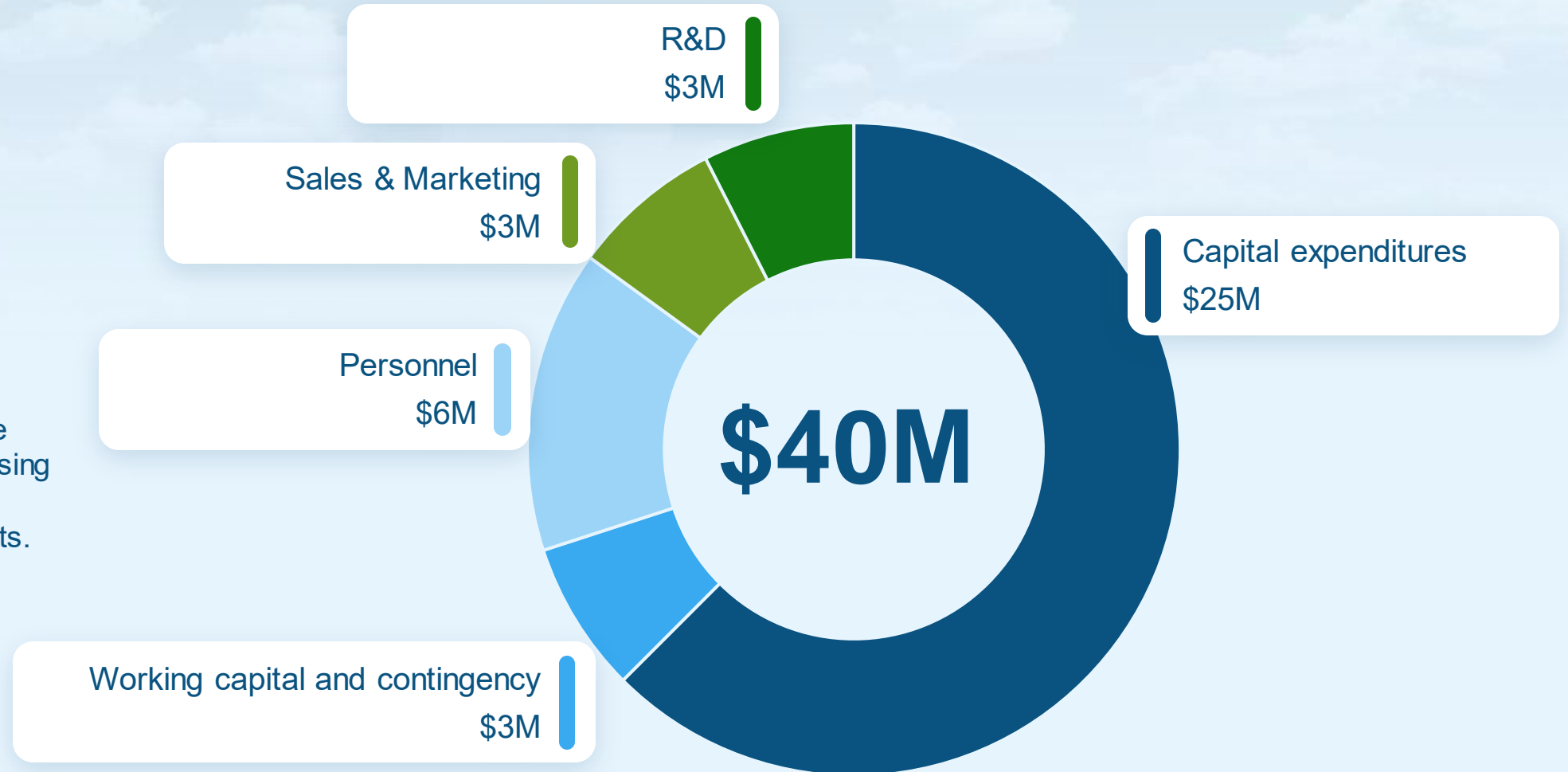
**25%**  
Average penetration per farm



# Preferred Series A investors with ties to regenerative ag

**\$7.5M**  
**invested**  
**to date**

Existing shareholders have indicated interest in exercising pro rata and significantly increasing their investments.







# CHONEX

## Supercharging Regenerative Agriculture

### Contact:

Michael Lynch  
(334) 654-3096  
[mlynch@chonex.ag](mailto:mlynch@chonex.ag)  
[www.chonex.ag](http://www.chonex.ag)



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1307, **Version:** 1

**Item #:** HA4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** Addendum

**From:** Ronald J. Cink, Budget Director; Eddie Harper, Building Official

**Submitted by:** Ronald J. Cink, Budget Director / County Administrator

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### ITEM TITLE

South Alabama Mega Site - Assumption of Responsibility for Regulating and Issuing Building Permits

### STAFF RECOMMENDATION

Adopt Resolution #2022-142 with Exhibit A which identifies the final plat area and Exhibit B which executes an Intergovernmental Agreement between the Baldwin County Commission and the City of Bay Minette with the County assuming all responsibility for regulating and issuing building permits for the South Alabama Mega Site.

### BACKGROUND INFORMATION

**Background:** The Novelis Corporation Project agreement was executed July 28, 2022, and the company is ready to break ground at the South Alabama Mega Site. Jurisdiction of permitting between the Baldwin County Commission and the City of Bay Minette overlapped. This action memorializes for the record and by Intergovernmental Agreement clear responsibility for the regulation and issuance of building permits.

Resolution 0822-02 of the City of Bay Minette also attached.

**Previous Commission action/date:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT



**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** Brad Hicks, County Attorney

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administrative Staff

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Email executed documents to Honorable Bob Wills, City of Bay Minette, Ms. Tammy Chance, City Clerk, Mr. Eddie Harper, Baldwin County Building Official

**Additional instructions/notes:** N/A

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

**RESOLUTION # 2022-142  
OF THE  
BALDWIN COUNTY COMMISSION**

**EXERCISING THE AUTHORITY PROVIDED IN ALABAMA ACT 2021-297 TO AGREE WITH THE CITY OF BAY MINETTE FOR THE BALDWIN COUNTY COMMISSION TO ASSUME JURISDICTION OVER AND ISSUE PERMITS FOR THE SOUTH ALABAMA MEGASITE.**

WHEREAS, pursuant to Alabama Act 2021-297, the Baldwin County Commission (“County”) may enter into an agreement with a municipality to assume jurisdiction over and issue permits for properties which lie partially in the police jurisdiction of the municipality and partially in the unincorporated area of the County; and

WHEREAS, the City of Bay Minette, Alabama (“City”) is a municipal corporation located in Baldwin County and organized and existing under the laws of the State of Alabama; and

WHEREAS, the South Alabama Megasite, which is shown on Exhibit “A” hereto, is an industrial development that lies partially in the City’s police jurisdiction and partially in the unincorporated area of Baldwin County; and

WHEREAS, the County has determined that it is wise, expedient, and economical for the County to assume responsibility for all building permitting for the South Alabama Megasite to promote cohesive development of the property; and

WHEREAS, the City has determined that it will relinquish jurisdiction over the South Alabama Megasite.; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that that, pursuant to the authority granted the Baldwin County Commission in Alabama Act 2021-297, and to protect the health, safety and welfare of the public, the Baldwin County Commission will enter into an agreement, attached as Exhibit “B” hereto, with the City of Bay Minette for the Baldwin County Building Official to assume jurisdiction over and issue all permits for the South Alabama Megasite development.



DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 2nd day of August 2022.

---

Commissioner James E. Ball, Chairman

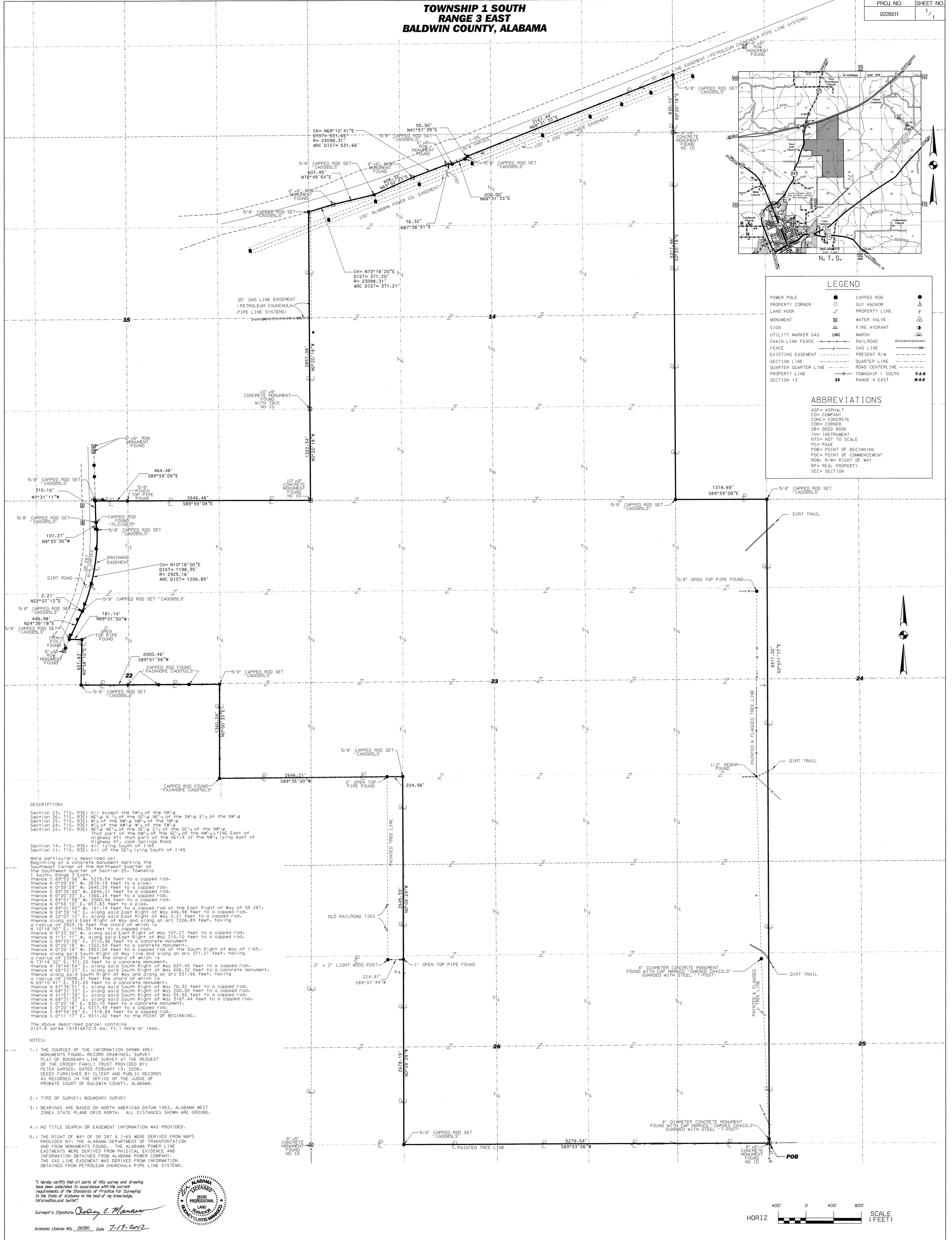
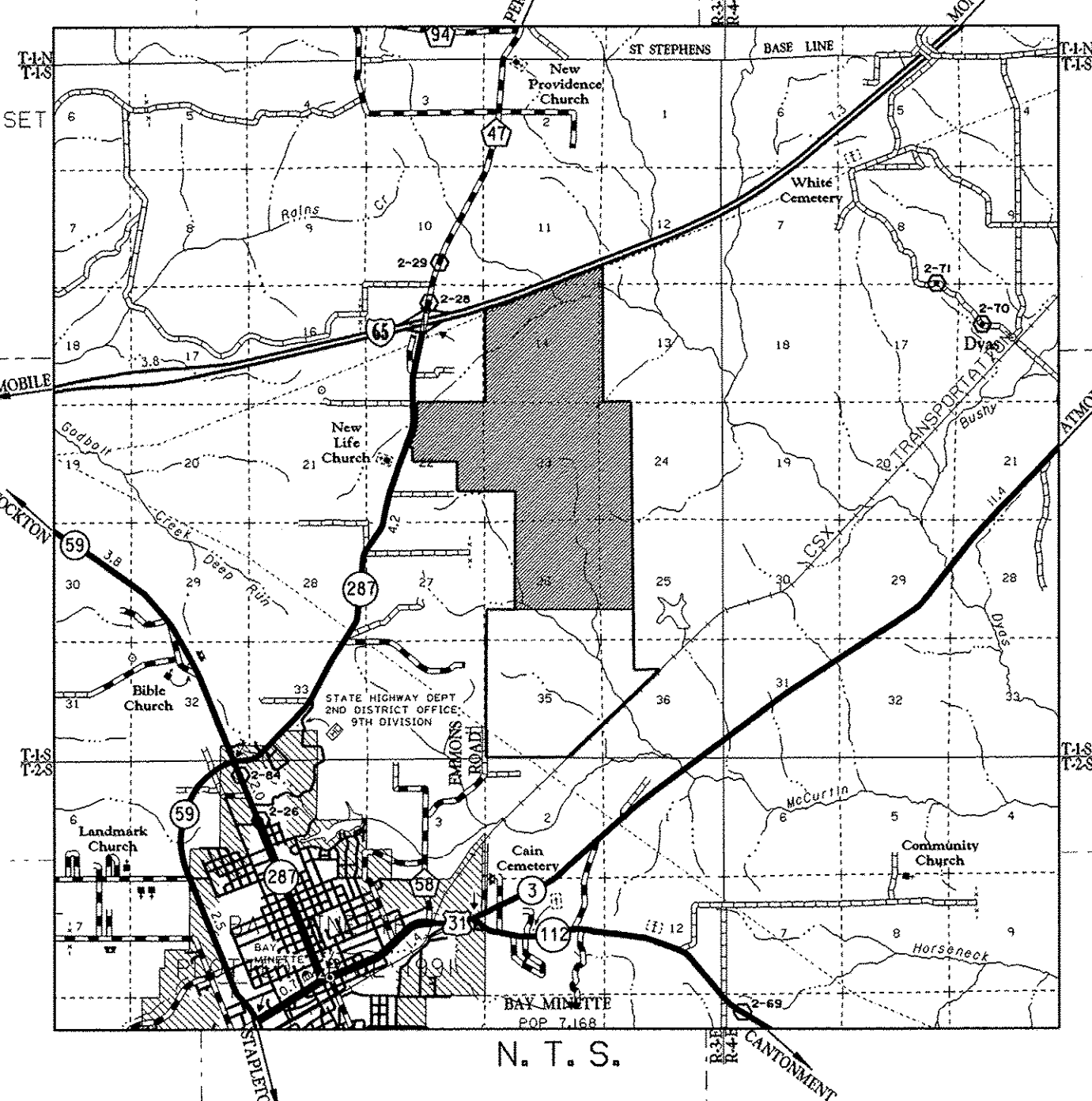
ATTEST:

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Ronald J. Cink, Budget Director

# TOWNSHIP 1 SOUTH RANGE 3 EAST BALDWIN COUNTY, ALABAMA

PROJ. NO. 0226511 SHEET NO. 1/1



**LEGEND**

POWER POLE	▲	CAPPED ROD	●
PROPERTY CORNER	○	GUY ANCHOR	△
LAND HOOK	⊗	PROPERTY LINE	—
MONUMENT	⊕	WATER VALVE	⊕
SIGN	⊙	FIRE HYDRANT	⊙
UTILITY MARKER GAS	UMG	MARSH	⊖
CHAIN LINK FENCE	—	RAILROAD	—
FENCE	—	GAS LINE	—
EXISTING EASEMENT	—	PRESENT R/W	—
SECTION LINE	—	QUARTER LINE	—
QUARTER QUARTER LINE	—	ROAD CENTERLINE	—
PROPERTY LINE	—	TOWNSHIP 1 SOUTH	T-1-S
SECTION 13	13	RANGE 4 EAST	R-4-E

**ABBREVIATIONS**

ASP= ASPHALT  
 CO= COMPANY  
 CONC= CONCRETE  
 COR= CORNER  
 DB= DEED BOOK  
 IN= INSTRUMENT  
 NTS= NOT TO SCALE  
 PG= PAGE  
 POB= POINT OF BEGINNING  
 POC= POINT OF COMMENCEMENT  
 ROW= RIGHT OF WAY  
 RP= REAL PROPERTY  
 SEC= SECTION

**DESCRIPTION:**

Section 23, T1S, R3E: All except the SW 1/4 of the SW 1/4  
 Section 25, T1S, R3E: NE 1/4 of the SE 1/4 NE 1/4 of the NW 1/4  
 Section 25, T1S, R3E: NW 1/4 of the NW 1/4 of the SW 1/4  
 Section 24, T1S, R3E: NE 1/4 of the NW 1/4 of the SW 1/4  
 Section 22, T1S, R3E: NE 1/4 of the SE 1/4 of the NW 1/4  
 That part of the NW 1/4 of the SE 1/4 of the NW 1/4 lying East of  
 Highway 47, that part of the NE 1/4 of the NW 1/4 lying east of  
 Highway 47, Jack Springs Road  
 Section 14, T1S, R3E: All of the SE 1/4 lying South of I-65  
 Section 11, T1S, R3E: All of the SE 1/4 lying South of I-65

More particularly described as:  
 Beginning at a concrete monument marking the  
 Southeast Corner of the Northwest Quarter of  
 the Southwest Quarter of Section 25, Township  
 1 South, Range 3 East,  
 thence S 89°53'06" W, 5279.54 feet to a capped rod,  
 thence N 0°09'29" E, 2678.19 feet to a capped rod,  
 thence N 0°09'29" W, 2646.21 feet to a capped rod,  
 thence S 89°35'00" W, 2646.21 feet to a capped rod,  
 thence N 0°00'33" E, 1360.24 feet to a capped rod,  
 thence S 89°51'58" W, 2000.46 feet to a capped rod,  
 thence N 0°58'10" E, 657.83 feet to a capped rod,  
 thence N 89°01'50" W, 181.14 feet to a capped rod at the East Right of Way of SR 287,  
 thence N 24°39'18" E, along said East Right of Way 446.98 feet to a capped rod,  
 thence N 22°07'12" E, along said East Right of Way 2.21 feet to a capped rod,  
 thence along said East Right of Way and along an arc 1206.89 feet, having  
 a radius of 2925.16 feet the chord of which is  
 N 10°18'00" E, 1198.35 feet to a capped rod,  
 thence N 9°33'03" E, along said East Right of Way 107.27 feet to a capped rod,  
 thence N 1°31'11" W, along said East Right of Way 310.10 feet to a capped rod,  
 thence S 89°59'09" E, 2646.48 feet to a capped rod,  
 thence N 0°20'18" W, 1322.54 feet to a capped rod,  
 thence N 0°20'18" E, 2657.08 feet to a capped rod at the South Right of Way of I-65,  
 thence along said South Right of Way line and along an arc 371.21 feet, having  
 a radius of 23098.31 feet the chord of which is  
 N 73°18'20" E, 5317.48 feet to a capped rod,  
 thence N 76°49'54" E, along said South Right of Way 607.45 feet to a capped rod,  
 thence N 65°52'23" E, along said South Right of Way 608.12 feet to a capped rod,  
 thence along said South Right of Way and along an arc 531.66 feet, having  
 a radius of 23098.31 feet the chord of which is  
 N 61°10'41" E, 531.66 feet to a capped rod,  
 thence N 87°38'51" E, along said South Right of Way 76.32 feet to a capped rod,  
 thence N 68°31'33" E, along said South Right of Way 200.00 feet to a capped rod,  
 thence N 41°57'39" E, along said South Right of Way 55.90 feet to a capped rod,  
 thence N 68°31'33" E, along said South Right of Way 3187.44 feet to a capped rod,  
 thence S 0°20'18" E, 830.10 feet to a capped rod,  
 thence S 0°20'18" E, 5317.48 feet to a capped rod,  
 thence S 89°59'09" E, 1318.69 feet to a capped rod,  
 thence S 0°11'17" E, 9311.02 feet to the POINT OF BEGINNING.

The above described parcel contains  
 2107.8 acres (9181680.5 sq. ft.) more or less.

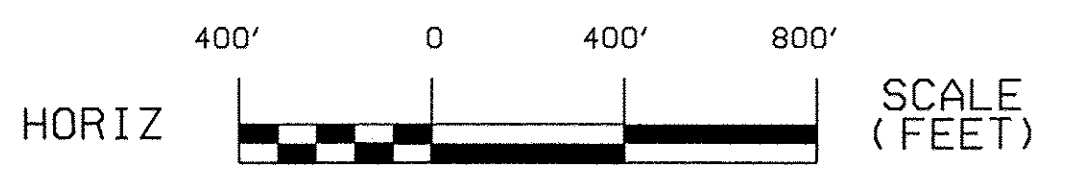
**NOTES:**

- 1.) THE SOURCES OF THE INFORMATION SHOWN ARE: MONUMENTS FOUND, RECORD DRAWINGS, SURVEY PLAT OF BOUNDARY LINE SURVEY AT THE REQUEST OF THE CROSSY FAMILY TRUST PROVIDED BY: PETER GARSED, DATED FEBRUARY 13, 2008, DEEDS FURNISHED BY CLIENT AND PUBLIC RECORDS AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF BALDWIN COUNTY, ALABAMA.
- 2.) TYPE OF SURVEY: BOUNDARY SURVEY
- 3.) BEARINGS ARE BASED ON NORTH AMERICAN DATUM 1983, ALABAMA WEST ZONE; STATE PLANE GRID NORTH. ALL DISTANCES SHOWN ARE GROUND.
- 4.) NO TITLE SEARCH OR EASEMENT INFORMATION WAS PROVIDED.
- 5.) THE RIGHT OF WAY OF SR 287 & I-65 WERE DERIVED FROM MAPS PROVIDED BY: THE ALABAMA DEPARTMENT OF TRANSPORTATION AND FROM MONUMENTS FOUND. THE ALABAMA POWER LINE EASEMENTS WERE DERIVED FROM PHYSICAL EVIDENCE AND INFORMATION OBTAINED FROM ALABAMA POWER COMPANY. THE GAS LINE EASEMENT WAS DERIVED FROM INFORMATION OBTAINED FROM PETROLEUM CHUNCHULA PIPE LINE SYSTEMS.

"I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief."

Surveyor's Signature: *Quincy C. Mansan*

Alabama License No. 26280 Date 7-19-2012



REVISIONS										APPROVED BY				
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
6-11-12	WGB	REMOVED INTERIOR PROPERTY LINES, REVISED EAST PROPERTY LINE AND REVISED ACRES												

SURVEYED BY	NAME	DATE	DRAWN BY	NAME	DATE
CHECKED BY	JWM & SEC	1-11-10	WGB	WGB	6-11-12
SUPERVISED BY	RCM	1-11-10	CHECKED BY	RCM	6-12-12

APPROVED BY: **VOLKERT** BOUNDARY SURVEY

3008 MOFFETT ROAD, MOBILE, AL 36688 PHONE: 251-342-4070 FAX: 251-342-8782

**INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Bay Minette, Alabama (hereinafter “City”), as follows:

**RECITALS**

**WHEREAS**, the County is the duly formed governing body in and for Baldwin County, Alabama, and the City is an incorporated municipality of the State of Alabama; and

**WHEREAS**, on August 2, 2022, the County adopted and approved Resolution \_\_\_\_\_, attached hereto and incorporated herein, authorizing entering into an Agreement to assume jurisdiction over the South Alabama Megasite and handle all necessary permitting for its development; and

**WHEREAS**, on August 1, 2022, the City adopted and approved Resolution 0822-02, attached hereto and incorporated herein, relinquishing jurisdiction over the South Alabama Megasite; and

**WHEREAS**, the County and the City desire for the County to assume all responsibility for regulating and issuing building permits for the South Alabama Megasite;

**WHEREAS**, the County and City agree that such an arrangement is in the best interests of both parties and the citizens of Baldwin County and the City; and

**WHEREAS**, Alabama Act 2021-297 authorizes the parties to enter into an agreement determining which governing body will have jurisdiction over property in a municipality’s police jurisdiction;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, the County and City do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement as though the same were set out in full in this paragraph.
2. **Independent Entities:** By entering into this Agreement, the City is not an agent of the County, its officers, employees, agents or assigns. The City is an independent entity from the County, and nothing in this Agreement creates an agency relationship between the parties.
3. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is for the County to assume jurisdiction over and manage all permitting for the South Alabama Megasite, which is shown on Exhibit “A” hereto, and for the City

to relinquish jurisdiction over the same in perpetuity.

- 4. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties (“Effective Date”).
- 5. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.

**BALDWIN COUNTY COMMISSION**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**JAMES E. BALL**  
Chairman

**ATTEST:**

\_\_\_\_\_  
**RONALD J. CINK**  
County Administrator

**STATE OF ALABAMA**                    )  
**COUNTY OF BALDWIN**                )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JAMES E. BALL**, as Chairman of the Baldwin County Commission, and **RONALD CINK**, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CITY OF BAY MINETTE**

BY: \_\_\_\_\_  
**ROBERT A. "BOB" WILLS**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**RITA DIEDTRICH**  
City Clerk

**STATE OF ALABAMA** )  
**COUNTY OF BALDWIN** )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, **ROBERT A. "BOB" WILLS**, whose name as Mayor of the City of Bay Minette, and **RITA DIEDTRICH**, whose name as City Clerk of the City of Bay Minette, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Bay Minette.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

00776386

**RESOLUTION NO. 0822-02**

**RESOLUTION AGREEING TO ALLOW THE BALDWIN COUNTY COMMISSION  
("COUNTY") TO HANDLE ALL PERMITTING FOR THE SOUTH ALABAMA  
MEGASITE AND SURRENDERING JURISDICTION OF THE MEGASITE TO THE  
COUNTY**

**WHEREAS**, the City of Bay Minette, Alabama ("City") is a municipal corporation organized and existing under the laws of the State of Alabama; and

**WHEREAS**, the South Alabama Megasite, which is shown on Exhibit "A" hereto, is an industrial development site outside of the City of Bay Minette's corporate limits that lies partially in the City of Bay Minette's police jurisdiction and partially in the unincorporated area of Baldwin County; and

**WHEREAS**, Alabama Act 2021-297, authorizes a county and a municipality to enter into an agreement about which governing body will assume jurisdiction over and manage building permitting for properties located outside a city's corporate limits and inside a city's police jurisdiction; and

**WHEREAS**, Alabama Act 2021-297 allows a city to relinquish jurisdiction over property lying within the police jurisdiction to the county embracing the city; and

**WHEREAS**, the City finds that it is in the best interest of the public for the County to have jurisdiction over the entirety of the South Alabama Megasite to promote cohesive development of the property; and

**WHEREAS**, the public good will be served by the agreement to relinquish jurisdiction over the Megasite and allow the permitting to be managed by the County, as the County has more resources to oversee development of the large industrial site; and

**WHEREAS**, it is wise, expedient and economical for the building permitting and regulation of the Megasite to be handled by a single entity; and

**WHEREAS**, the City hereby resolves to enter into an agreement, attached as Exhibit "B" hereto, to relinquish all jurisdiction over the South Alabama Megasite; and

**NOW THEREFORE, BE IT RESOLVED** that the Mayor is authorized and directed to take all actions necessary to agree to relinquish jurisdiction over the South Alabama Megasite to Baldwin County.

DONE, this the \_\_\_\_ day of August, 2022.

---

**ROBERT A. "BOB" WILLS**  
Mayor

**ATTEST:**

---

**RITA DIETRICH**  
City Clerk

0077742





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1314, **Version:** 1

**Item #:** HA5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/2/2022

**Item Status:** Addendum

**From:** Ronald J. Cink, Budget Director / County Administrator

**Submitted by:** Kristen M. Rawson, Assistant Administrative Services Manager

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### **ITEM TITLE**

Resolution #2022-147 - Tax Abatement Agreement between Baldwin County Commission and Novelis Corporation

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Adopt Resolution #2022-147, which grants a tax abatement to Novelis Corporation; and
- 2) Approve the Tax Abatement Agreement between the Baldwin County Commission and Novelis Corporation; and
- 3) Forward to the Office of the Revenue Commissioner of Baldwin County and the Office of Probate Judge of Baldwin County, Resolution #2022-147 and associated attachments informing the Probate Judge and Revenue Commissioner of the aforementioned grant of such Tax Abatement; and
- 4) Authorize the Chairman to execute any and all documents deemed necessary to effect such abatement.

### **BACKGROUND INFORMATION**

**Background:** EXHIBIT 1 TO AGREEMENT (CITY OF BAY MINETTE RESOLUTION 0822-02) forthcoming from staff. Staff received correspondence from the Baldwin County Economic Development Alliance on July 29, 2022, related to a Tax Abatement request from Novelis Corporation

Section 40-9B-1, et seq., Code of Alabama (1975), or what is commonly referred to as the "Tax Incentive Reform Act of 1992," authorizes certain entities to grant "Tax Abatements" in their respective effort to attract new industries, and encourage existing industries to expand their pursuits in their varied jurisdictions. Section 40-9B-5, Code of Alabama (1975), which is entitled "Granting of Abatement," provides:



"(d) Any abatement of county taxes granted by a municipality or municipal industrial authority shall not be valid until the expiration of (1) 10 days following the date of physical delivery to the county commission or (2) 13 days following the date of mailing by certified mail to the county commission of a copy of the resolution granting such abatement. Proof of delivery by affidavit of service, in the case of physical delivery, or by certified mail receipt, in the case of mailing by certified mail, shall be furnished to the Department of Revenue at the same time as the filing of the abatement agreement under Section 40-9B-6. If the procedures herein prescribed are followed, any such abatement shall be effective as of the date granted."

**Previous Commission action/date:** N/A

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
Yes

**Reviewed/approved by:** Pending legal review/approval by County Attorney

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

..  
**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Mail certified copy of the Resolution, with the Application and Tax Abatement Agreement with Exhibit

1 to:

Novelis Corporation  
Attn: Cindy Jacovetty  
3560 Lenox Road, Suite 2000  
Atlanta, Georgia 30326

cindy.jacovetty@novelis.com

cc:

The Honorable Teddy Faust, Revenue Commissioner  
Baldwin County, Alabama  
Post Office Box 1389  
Bay Minette, Alabama 36507

The Honorable Harry D'Olive, Judge of Probate  
Baldwin County, Alabama  
Post Office Box 459  
Bay Minette, Alabama 36507

Lee Lawson  
Ron Cink  
Cian Harrison  
Heather Gwynn

**Additional instructions/notes:** N/A

Resolution Number 2022-147

This Resolution is made this 2<sup>nd</sup> day of August, 2022 by the Baldwin County Commission (the Granting Authority), to grant a tax abatement to Novelis Corporation (the Company).

WHEREAS, the Company has announced plans for a (check one):

- new project or
- major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., *Code of Alabama 1975*) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

- all state and local noneducational property taxes,
- all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$ \$2,000,000,000 by Novelis Corporation; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- all state and local noneducational property taxes,
- all construction related transaction taxes, except those local construction related transaction taxes

- levied for educational purposes or for capital improvements for education, and/or
- o all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Baldwin County Commission at a meeting held on the 2<sup>nd</sup> day of August, 2022.

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Commissioner James E. Ball, Chairman

ATTEST:

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Ronald J. Cink, Budget Director

**TAX ABATEMENT AGREEMENT  
(Project Skyfall)**

**THIS TAX ABATEMENT AGREEMENT** (this “Agreement”) is made and entered into as of August 2, 2022 (the “Effective Date”), by and between **BALDWIN COUNTY, ALABAMA** by and through the Baldwin County Commission, a body politic and political subdivision of the State of Alabama (the “County”), and **NOVELIS CORPORATION**, a Texas corporation (together with its affiliates, and permitted assigns and successors, the “Company”).

**RECITALS**

**WHEREAS**, the Company proposes to undertake, on 2,000 ± acre parcel of land located near Highway 287 and I-65 in an unincorporated portion of Baldwin County, Alabama (the “Project Site”), a project to construct, equip and operate a fully integrated, greenfield advanced flat-rolled aluminum products plant (the “Project”); and

**WHEREAS**, the Company anticipates that it will invest approximately \$2,000,000,000 in the Project. The County (i) recognizes that the Company can locate the Project in other locations outside Alabama (ii) wishes to encourage the Company to locate the Project in Baldwin County for the benefit of the citizens of the State and the constituents of Baldwin County; (iii) enters into this Agreement in consideration of and as an inducement to the Company to locate the Project in Baldwin County and in consideration of the economic benefits to be realized, including but not limited to, the economic impact, increased tax revenues and other benefits to be received by the State, and more particularly Baldwin County; and

**WHEREAS**, the Project Site is currently located within the extraterritorial police jurisdiction of the City of Bay Minette, Alabama (the “City”), and subject to the assessment of City sales and use taxes at up to one-half the rate collected by the City within the corporate limits of the City; and

**WHEREAS**, the Project will consist of private use industrial development property, which is composed of all real and/or related personal property to be acquired, constructed, and installed thereon, as described in that certain Project Agreement dated July 28, 2022, by and among the County, the City, The Utilities Board of the City of Bay Minette d/b/a North Baldwin Utilities, the Baldwin County Economic Development Alliance, Inc., and the Company (the “Project Agreement”); and

**WHEREAS**, pursuant to § 40-9B-1 *et seq.* of the Code of Alabama (1975) (the “Act”), the Company has applied to the County for an abatement of County and State noneducational and non-hospital ad valorem taxes and for an abatement of County, City and State sales and use taxes to construct and equip the Project (the “Application”); and

**WHEREAS**, the County has considered the request of the Company and the completed Application filed with the County by the Company, in connection with its request; and

**WHEREAS**, the County has found the information contained in the Company's Application to be sufficient to permit the County to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community; and

**WHEREAS**, pursuant to the Act, the City has consented to the County's abatement of City sales and use taxes by Resolution duly adopted by the City Council of the City on August 1, 2022, a certified copy of which is attached hereto as Exhibit 1; and

**WHEREAS**, at its meeting held on the 2<sup>nd</sup> day of August, 2022, the County approved the Company's application for abatement of (i) all State and local noneducational and non-hospital ad valorem taxes and (ii) all construction-related transaction taxes, except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education.

**NOW, THEREFORE**, the County and the Company, in consideration of the mutual promises and benefits specified herein, thereby agree as follows:

1. **Grant of Abatements**. In accordance with the Act, the County hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act:

- a. Noneducational and Non-Hospital Property Taxes: all State and local noneducational and non-hospital ad valorem taxes that are not required to be used for educational or hospital purposes or for capital improvements for education for a period of ten (10) years; and
- b. Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama (1975) on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction-related transaction taxes levied for educational purposes or for capital improvements for education.

2. **Estimate of Abatements**. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The County and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated:

- a. Noneducational and non-hospital property taxes are expected to average approximately \$4,945,222.60 per year and the maximum period for such abatement shall extend for a period of ten (10) years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.
- b. Construction-related transaction taxes, except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$40,921,416 and such abatement shall not extend beyond the date the Project is placed in service.

3. **Company Projections**. The Company hereby makes the following good faith projections:

- a. Amount invested in the Project: \$2,000,000,000;

- b. Number of individuals to be employed initially at the Project and in each of the succeeding three (3) years:
  - i. Initially: 113
  - ii. Year 1: 457
  - iii. Year 2: 650
  - iv. Year 3: 800
- c. Actual payroll initially at the Project and in each of the succeeding three (3) years:
  - i. Initially: \$7,345,000
  - ii. Year 1: \$29,705,000
  - iii. Year 2: \$42,250,000
  - iv. Year 3: \$52,000,000

4. **Company Representations and Warranties.** The Company represents and warrants the following:

- a. that it is duly qualified to do business in the State of Alabama, and has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement;
- b. for the purposes of the abatement of construction-related transaction taxes, no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date;
- c. for the purposes of abatement of all noneducational ad valorem taxes, no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C § 267, with respect to the Company prior to the Effective Date;
- d. the private use industrial development property for which the abatement is applied shall be owned by the Company;
- e. the Project conducts trade or business as defined as an industrial or research enterprise: Predominantly as described in the North American Industry Classification System (NAICS) Code 1133, 115111, 2121, 221330, 31 (other than 311811), 32, 33, 423, 424, 482, 4862, 48691, 48699, 48819, 4882, 4883 (other than 48833), 493, 511, 5121 (other than 51213), 51221, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), 51913, 52232, 54133 (if predominately in furtherance of another activity described in Code of Alabama § 40-9B-3(a)(10)(a)), 54134 (if predominately in furtherance of another activity described in Code of Alabama § 40-9B-3(a)(10)(a)), 54138, 5415, 541614, 5417, 55 (if not for the production of electricity), 561422 (other than establishments that originate telephone calls), 562213, 56291, 56292, 611512, 927 or 92811;



- f. the weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. Sec. 147(b) and measured from the date the Project is expected to be placed in service, will be greater than ten (10) years; and
- g. the information contained in the Company's Application for abatement of taxes is true and correct and, to the extent estimates or projections are contained therein, such are based in fact and were made in good faith and the Company acknowledges that the County has performed and relied upon a cost/benefit analysis utilizing the information contained therein with respect to the abatements granted herein.

5. **Compliance.** If the Company fails to comply with any provision of this Agreement or if any of the material statements contained herein or in the Company's Application for abatement are determined to have been misrepresented, whether intentionally, negligently, or otherwise, the County shall terminate this Agreement and take such equitable action available to it. If it is determined that any items which are identified on the Application are not in compliance with the Act or governing regulations, such items may be subject to taxation by all local and state taxing authorities.

6. **Indemnification.** The Company undertakes the following obligations:

- a. The Company will release, save, hold harmless, and indemnify the City and the County, their elected officials, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Party" or "Indemnified Parties") from and against any and all third party claims arising from the Company's performance of any of its obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors or employees in connection with the Project, and from and against all reasonable costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, arising from the Company's performance of any of its obligation herein, and the Company, upon notice from any Indemnified Party, will defend the same at the Company's expense by counsel reasonably satisfactory to the applicable Indemnified Party as the case may be.
- b. The Company further indemnifies and releases the Indemnified Parties from any claim or liability arising out of any action taken by the City or County at the request of the Company (or any person authorized to act on behalf of the Company), in any manner related to this Agreement, including but not limited to the Company's obtaining abatements for noneducational and non-hospital ad valorem taxes and construction related transaction taxes.
- c. The foregoing indemnity obligation will include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied under contract with any of the same and the Company in connection with the improvements of the Project.

- d. The foregoing indemnity obligation will survive the expiration or earlier termination of this Agreement and shall remain in full force and effect after the termination of this Agreement until: (i) any cause of action brought in respect of such claim, liability or loss shall be barred by the applicable statute of limitations as determined by a court of competent jurisdiction; or (ii) the payment in full or the satisfaction of such claim, liability or loss, including all reasonable expenses incurred by the Indemnitees in defending against any such claim, liability or loss.
- e. Nothing contained in this Section 6 shall be construed to indemnify the Indemnified Parties against or to release any such parties from liability for any claim, liability or loss that may result from gross negligence, bad faith or willful misconduct by the Indemnified Parties or any Indemnified Party's physical presence on the Project Site.
- f. The obligations of the Company to indemnify or defend the Indemnified Parties shall attach and become effective with regard to any claim only upon condition that the Indemnified Parties reasonably and promptly notify the Company in writing upon their discovery of such claim and tender of the defense of such claim to the Company. The Indemnified Parties shall have no right to further reimbursement for legal or other expenses incurred in investigation or defense of such claim after the Company accepts such tender.

7. **Assignment.** The Company may assign its rights under this Agreement to an affiliate without the consent of the City or County, provided that when any such assignment occurs: (a) the Company shall continue to be primarily liable for the performance and observance of the agreements and covenants to be performed and observed by it under this Agreement, and (b) the Company shall guarantee the payment of revenue bonds issued, if any.

8. **Reporting.** The Company covenants and agrees to furnish the County after the date on which the Project is placed into service and during the abatement period set forth herein, records and information which the County deems prudent and necessary to determine whether the Company has materially met the employment projections and has materially made expenditures contained in the Company's Application. If the County determines the Company has not materially met its projections or has not materially expended sums reasonably commensurate with the estimates contained in the Application, the County shall meet with the Company, and then, in the reasonable discretion of the County, may terminate, adjust or otherwise amend this Agreement with respect to the non-educational tax abatements granted herein. Further, at the request of the City or Revenue Commissioner of Baldwin County ("Commissioner"), the Company shall provide a description of the Project sufficient for the Commissioner to determine the property, real and/or personal, which constitutes the Project for which the abatements described herein have been granted. If any of the material statements contained herein or in the Application are determined to have been materially misrepresented or materially incorrect, whether intentionally, negligently, or otherwise, the County may terminate its obligations under this Agreement by providing written notice to the Company and the County may take such further action as it deems necessary to further the purposes and intent of the Act.

9. **Binding Agreement.** Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of such party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party.

This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

10. **Severability.** This Agreement may be amended or terminated upon mutual consent of the Company and the County. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the County.

11. **Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

12. **Filing.** The Company shall file with the Alabama Department of Revenue within ninety (90) days after the date of the Effective Date a copy of this Agreement as required by Section 40-9B-6(c) of the Act.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed in their respective names.

EFFECTIVE as of the 2<sup>nd</sup> day of August, 2022.

**ATTEST:**

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_  
Ronald J. Cink  
Interim County Administrator

\_\_\_\_\_  
James E. Ball, Chairman

**NOVELIS CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT 1**

**Consent Resolution of the City of Bay Minette, Alabama**

(attached)

**TAX ABATEMENT AGREEMENT  
(Project Skyfall)**

**THIS TAX ABATEMENT AGREEMENT** (this “Agreement”) is made and entered into as of August 5, 2022 (the “Effective Date”), by and between **BALDWIN COUNTY, ALABAMA** by and through the Baldwin County Commission, a body politic and political subdivision of the State of Alabama (the “County”), and **NOVELIS CORPORATION**, a Texas corporation (together with its affiliates, and permitted assigns and successors, the “Company”).

**RECITALS**

**WHEREAS**, the Company proposes to undertake, on 2,000 ± acre parcel of land located near Highway 287 and I-65 in an unincorporated portion of Baldwin County, Alabama (the “Project Site”), a project to construct, equip and operate a fully integrated, greenfield advanced flat-rolled aluminum products plant (the “Project”); and

**WHEREAS**, the Company anticipates that it will invest approximately \$2,000,000,000 in the Project. The County (i) recognizes that the Company can locate the Project in other locations outside Alabama (ii) wishes to encourage the Company to locate the Project in Baldwin County for the benefit of the citizens of the State and the constituents of Baldwin County; (iii) enters into this Agreement in consideration of and as an inducement to the Company to locate the Project in Baldwin County and in consideration of the economic benefits to be realized, including but not limited to, the economic impact, increased tax revenues and other benefits to be received by the State, and more particularly Baldwin County; and

**WHEREAS**, the Project Site is currently located within the extraterritorial police jurisdiction of the City of Bay Minette, Alabama (the “City”), and subject to the assessment of City sales and use taxes at up to one-half the rate collected by the City within the corporate limits of the City; and

**WHEREAS**, the Project will consist of private use industrial development property, which is composed of all real and/or related personal property to be acquired, constructed, and installed thereon, as described in that certain Project Agreement dated July 28, 2022, by and among the County, the City, The Utilities Board of the City of Bay Minette d/b/a North Baldwin Utilities, the Baldwin County Economic Development Alliance, Inc., and the Company (the “Project Agreement”); and

**WHEREAS**, pursuant to § 40-9B-1 *et seq.* of the Code of Alabama (1975) (the “Act”), the Company has applied to the County for an abatement of County and State noneducational and non-hospital ad valorem taxes and for an abatement of County, City and State sales and use taxes to construct and equip the Project (the “Application”); and

**WHEREAS**, the County has considered the request of the Company and the completed Application filed with the County by the Company, in connection with its request; and

**WHEREAS**, the County has found the information contained in the Company's Application to be sufficient to permit the County to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community; and

**WHEREAS**, pursuant to the Act, the City has consented to the County's abatement of City sales and use taxes by Resolution duly adopted by the City Council of the City on ~~\_\_\_\_\_~~ August 1, 2022, a certified copy of which is attached hereto as Exhibit 1; and

**WHEREAS**, at its meeting held on the ~~\_\_\_\_\_~~ 5th day of ~~\_\_\_\_\_~~ August, 2022, the County approved the Company's application for abatement of (i) all State and local noneducational and non-hospital ad valorem taxes, and (ii) all construction-related transaction taxes, except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education, ~~and (iii) all taxes relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the County with respect to the Project.~~

**NOW, THEREFORE**, the County and the Company, in consideration of the mutual promises and benefits specified herein, thereby agree as follows:

1. **Grant of Abatements.** In accordance with the Act, the County hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act:

- a. Noneducational and Non-Hospital Property Taxes: all State and local noneducational and non-hospital ad valorem taxes that are not required to be used for educational or hospital purposes or for capital improvements for education for a period of ~~\_\_\_\_\_~~ ten (10) years; and
- b. Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama (1975) on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction-related transaction taxes levied for educational purposes or for capital improvements for education; ~~and.~~
- c. ~~Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama (1975) relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the County with respect to the Project.~~

2. **Estimate of Abatements.** An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The County and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated:

- a. Noneducational and non-hospital property taxes are expected to ~~be~~ average approximately \$~~\_\_\_\_\_~~ 4,945,222.60 per year and the maximum period for such abatement shall extend for a period of ~~\_\_\_\_\_~~ ten (10) years,



measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

- b. Construction-related transaction taxes, except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$~~{\_\_\_\_\_}~~ 40,921,416 and such abatement shall not extend beyond the date the Project is placed in service.
- ~~e. Mortgage and recording taxes are expected to be approximately \$~~{\_\_\_\_\_}~~.~~

3. **Company Projections.** The Company hereby makes the following good faith projections:

- a. Amount invested in the Project: \$2,000,000,000;
- b. Number of individuals to be employed initially at the Project and in each of the succeeding three (3) years:
  - i. Initially: ~~{113}~~
  - ii. Year 1: ~~{457}~~
  - iii. Year 2: ~~{650}~~
  - iv. Year 3: ~~{800}~~
- c. Actual payroll initially at the Project and in each of the succeeding three (3) years:
  - i. Initially: \$~~{\_\_\_\_\_}~~ 7,345,000
  - ii. Year 1: \$~~{\_\_\_\_\_}~~ 29,705,000
  - iii. Year 2: \$~~{\_\_\_\_\_}~~ 42,250,000
  - iv. Year 3: \$~~{\_\_\_\_\_}~~ 52,000,000

4. **Company Representations and Warranties.** The Company represents and warrants the following:

- a. that it is duly qualified to do business in the State of Alabama, and has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement;
- b. for the purposes of the abatement of construction-related transaction taxes, no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date;
- c. for the purposes of abatement of all noneducational ad valorem taxes, no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C § 267, with respect to the Company prior to the Effective Date;
- d. the private use industrial development property for which the abatement is applied shall be owned by the Company;

- e. the Project conducts trade or business as defined as an industrial or research enterprise: Predominantly as described in the North American Industry Classification System (NAICS) Code 1133, 115111, 2121, 221330, 31 (other than 311811), 32, 33, 423, 424, 482, 4862, 48691, 48699, 48819, 4882, 4883 (other than 48833), 493, 511, 5121 (other than 51213), 51221, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), 51913, 52232, 54133 (if predominately in furtherance of another activity described in Code of Alabama § 40-9B-3(a)(10)(a)), 54134 (if predominantly in furtherance of another activity described in Code of Alabama § 40-9B-3(a)(10)(a)), 54138, 5415, 541614, 5417, 55 (if not for the production of electricity), 561422 (other than establishments that originate telephone calls), 562213, 56291, 56292, 611512, 927 or 92811;
- f. the weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. Sec. 147(b) and measured from the date the Project is expected to be placed in service, will be greater than ten (10) years; and
- g. the information contained in the Company's Application for abatement of taxes is true and correct and, to the extent estimates or projections are contained therein, such are based in fact and were made in good faith and the Company acknowledges that the County has performed and relied upon a cost/benefit analysis utilizing the information contained therein with respect to the abatements granted herein.

5. **Compliance.** If the Company fails to comply with any provision of this Agreement or if any of the material statements contained herein or in the Company's Application for abatement are determined to have been misrepresented, whether intentionally, negligently, or otherwise, the County shall terminate this Agreement and take such equitable action available to it. If it is determined that any items which are identified on the Application are not in compliance with the Act or governing regulations, such items may be subject to taxation by all local and state taxing authorities.

6. **Indemnification.** The Company undertakes the following obligations:

- a. The Company will release, save, hold harmless, and indemnify the City and the County, their elected officials, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Party" or "Indemnified Parties") from and against any and all third party claims arising from the Company's performance of any of its obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors or employees in connection with the Project, and from and against all reasonable costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, arising from the Company's performance of any of its obligation herein, and the Company, upon notice from any Indemnified Party, will defend the same at the Company's expense by counsel reasonably satisfactory to the applicable Indemnified Party as the case may be.

- b. The Company further indemnifies and releases the Indemnified Parties from any claim or liability arising out of any action taken by the City or County at the request of the Company (or any person authorized to act on behalf of the Company), in any manner related to this Agreement, including but not limited to the Company's obtaining abatements for noneducational and non-hospital ad valorem taxes, and construction related transaction taxes ~~and mortgage and recording taxes~~.
- c. The foregoing indemnity obligation will include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied under contract with any of the same and the Company in connection with the improvements of the Project.
- d. The foregoing indemnity obligation will survive the expiration or earlier termination of this Agreement and shall remain in full force and effect after the termination of this Agreement until: (i) any cause of action brought in respect of such claim, liability or loss shall be barred by the applicable statute of limitations as determined by a court of competent jurisdiction; or (ii) the payment in full or the satisfaction of such claim, liability or loss, including all reasonable expenses incurred by the Indemnitees in defending against any such claim, liability or loss.
- e. Nothing contained in this Section 6 shall be construed to indemnify the Indemnified Parties against or to release any such parties from liability for any claim, liability or loss that may result from gross negligence, bad faith or willful misconduct by the Indemnified Parties or any Indemnified Party's physical presence on the Project Site.
- f. The obligations of the Company to indemnify or defend the Indemnified Parties shall attach and become effective with regard to any claim only upon condition that the Indemnified Parties reasonably and promptly notify the Company in writing upon their discovery of such claim and tender of the defense of such claim to the Company. The Indemnified Parties shall have no right to further reimbursement for legal or other expenses incurred in investigation or defense of such claim after the Company accepts such tender.

7. **Assignment**. The Company may assign its rights under this Agreement to an affiliate without the consent of the City or County, provided that when any such assignment occurs: (a) the Company shall continue to be primarily liable for the performance and observance of the agreements and covenants to be performed and observed by it under this Agreement, and (b) the Company shall guarantee the payment of revenue bonds issued, if any.

8. **Reporting**. The Company covenants and agrees to furnish the County after the date on which the Project is placed into service and during the abatement period set forth herein, records and information which the County deems prudent and necessary to determine whether the Company has materially met the employment projections and has materially made expenditures contained in the Company's Application. If the County determines the Company has not materially met its projections or has not materially expended sums reasonably commensurate with the estimates contained in the Application, the County shall meet with the Company, and then, in the reasonable discretion of the County, may terminate, adjust or otherwise amend this Agreement

with respect to the non-educational tax abatements granted herein. Further, at the request of the City or Revenue Commissioner of Baldwin County (“Commissioner”), the Company shall provide a description of the Project sufficient for the Commissioner to determine the property, real and/or personal, which constitutes the Project for which the abatements described herein have been granted. If any of the material statements contained herein or in the Application are determined to have been materially misrepresented or materially incorrect, whether intentionally, negligently, or otherwise, the County may terminate its obligations under this Agreement by providing written notice to the Company and the County may take such further action as it deems necessary to further the purposes and intent of the Act.

9. **Binding Agreement.** Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of such party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

10. **Severability.** This Agreement may be amended or terminated upon mutual consent of the Company and the County. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the County.

11. **Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

12. **Filing.** The Company shall file with the Alabama Department of Revenue within ninety (90) days after the date of the Effective Date a copy of this Agreement as required by Section 40-9B-6(c) of the Act.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed in their respective names.

EFFECTIVE as of the ~~\_\_\_\_\_~~ 5th day of ~~\_\_\_\_\_~~ August, 2022.

**ATTEST:**

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_  
Ronald J. Cink  
Interim County Administrator

\_\_\_\_\_  
James E. Ball, Chairman

**NOVELIS CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT 1**

**Consent Resolution of the City of Bay Minette, Alabama**

(attached)