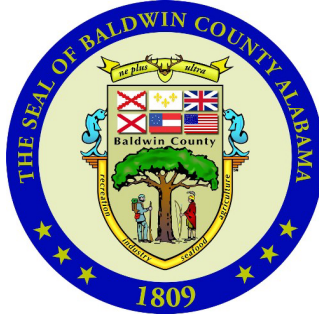


Baldwin County Commission



Baldwin County Commission Work Session Meeting Agenda

**Tuesday, June 26, 2018
8:30 AM**

Baldwin County Central Annex
County Commission Conference Room
22251 Palmer Street
Robertsdale, Alabama 36567

District 1 – Commissioner Frank Burt, Jr., Chairman
District 2 – Commissioner Chris Elliott
District 3 – Commissioner Tucker Dorsey
District 4 – Commissioner Charles F. Gruber, Vice Chairman

Ronald J. Cink, County Administrator

WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

A ELECTED OFFICIALS

B BUDGET/PURCHASING

- | | | |
|-----------|--|--------------------------------|
| B1 | Competitive Bid #WG16-34 - Provision of Pest Control Services for the Baldwin County Commission | <u>18-0339</u> |
| B2 | Competitive Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse Located in Foley, Alabama for the Baldwin County Commission | <u>18-0337</u> |
| B3 | Request of Proposals (RFP) for Radio Maintenance, Management and Installation Services for the Baldwin County Commission | <u>18-0447</u> |
| B4 | Lease of One (1) Postage Machine for the Baldwin County Foley Satellite Courthouse | <u>18-0357</u> |

C HIGHWAY

- | | | |
|-----------|---|--------------------------------|
| C1 | Case No. VAC-18-2 - Vacation of a Portion of Brinks Willis Road at the Foley Beach Express | <u>18-0505</u> |
| C2 | Case No. VAC-18-3 - Vacation of a Portion of Fox Ford Road | <u>18-0449</u> |
| C3 | Intergovernmental Service Agreement between Baldwin County and the Town of Loxley for Routine Maintenance of Truck Trail 17 Dirt Road Portion within Loxley Town Limits | <u>18-0321</u> |
| C4 | Morgantown Public Parking Access at Fort Morgan | <u>18-0499</u> |
| C5 | High Risk Rural Roads (HRRR) Safety Program Application - Guardrail and End Anchor Installation on Unshielded Bridge Ends - Letter of Intent | <u>18-0446</u> |
| C6 | Highway Department - GovDeals.com Internet Auction | <u>18-0497</u> |

D FINANCE AND ACCOUNTING

E ENVIRONMENTAL MANAGEMENT (SOLID WASTE)

- | | | |
|-----------|---|--------------------------------|
| E1 | Fort Morgan Garbage Pickup Schedule | <u>18-0496</u> |
| E2 | Baldwin County Solid Waste Uncollectible Residential Accounts | <u>18-0404</u> |

F BUILDING INSPECTION

G PLANNING AND ZONING

H BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)

H1 Submission of Fiscal Year 2019 Section 5307 Urbanized Public [18-0293](#)
Transportation Grant

H2 Submission of Fiscal Year 2019 Section 5311 Rural Public [18-0270](#)
Transportation Grant

I COMMUNICATIONS/INFORMATION SYSTEMS (CIS)

J ARCHIVES AND HISTORY

J1 Professional Services Agreement for One (1) Historical Painting of [18-0383](#)
the Battle at Historic Blakeley State Park, War of 1812

K BUILDING MAINTENANCE

L COUNCIL ON AGING

L1 Alabama Department of Senior Services/Senior Community Service [18-0399](#)
Employment Program Host Agency Agreement

M EMERGENCY MANAGEMENT AGENCY (EMA)

N JUVENILE DETENTION

O PERSONNEL

O1 Highway Department (Design) - Employment of One (1) Geospatial [18-0381](#)
Operations Manager

P ANIMAL CONTROL

Q ADMINISTRATION

Q1 Resolution #2018-095 of the Baldwin County Commission - Act No. [18-0500](#)
90-449 (Fire Tax) - Elberta Volunteer Fire Department - Approval of
Use of Fire Tax Proceeds

Q2 Voting Precinct No. 7 - Use of New Life Assembly of God Church as [18-0095](#)
a Voting Place

Q3 Baldwin County Commission District No. 3 Planning (Zoning) District [18-0386](#)
Board of Adjustment (Central Baldwin County Area) - Board
Appointment

R ADDENDA

- | | | |
|-----------|---|--------------------------------|
| R1 | Voting Administration - Agreement for the Use of the Boykin Center Building as a Voting Location for Voting Precinct No. 5 | <u>18-0340</u> |
| R2 | Revision to Bus Chassis Pricing for Baldwin Regional Area Transit Systems Fiscal Year 2018 Bus Order | <u>18-0521</u> |
| R3 | No Name Road in Fort Morgan - Road Name Change, Agreement and Memorandum of Understanding for Road Improvements and Maintenance | <u>18-0522</u> |
| S | PUBLIC COMMENT | |
| T | PRESS QUESTIONS | |
| U | COMMISSIONER COMMENTS | |
| V | ADJOURNMENT | |



Baldwin County Commission

Agenda Action Form

File #: 18-0339, **Version:** 1

Item #: B1

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney

ITEM TITLE

Competitive Bid #WG16-34 - Provision of Pest Control Services for the Baldwin County Commission

STAFF RECOMMENDATION

Extend Bid #WG16-34 - Provision of Pest Control Services with **Beebe's Pest Control** for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on July 5, 2016. The bid extension will expire on July 5, 2019.

BACKGROUND INFORMATION

Previous Commission action/date:

05/17/2016 meeting: 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the Provision of Pest Control Services; 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.

07/05/2016 meeting: Awarded the bid to the lowest bidder, Beebe's Pest Control, for the Provision of Pest Control Services as per the attached Award Listing.

Background: Staff is requesting that the Commission extend the bid for the Provision of Pest Control with Beebe's Pest Control that was awarded on July 5, 2016, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for one (1) twelve (12) month period by the Commission at their option, if acceptable by the vendor. Any additional extensions will be at the same prices, terms and conditions stated in the bid. The vendor, Beebe's Pest Control has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The bid extension will expire on July 5, 2019.

FINANCIAL IMPACT

Total cost of recommendation: est. \$19,000.00

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

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: 07/03/2018

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: Kirsten Luxon
To: [Wanda Gautney](#)
Subject: FW: Bid #WG16-34 - Provision of Pest Control Services for Baldwin County Commission
Date: Friday, June 8, 2018 1:15:16 PM
Attachments: [WG16-34 - Award Listing.pdf](#)

Ms. Wanda,

Ryan Beebe did approve for pest control service price stay the same this year.

Thank you for your business!

Kirsten Luxon

Customer Service Representative

251-943-8166 Alabama

228-435-1300 Mississippi

225-924-7096 Louisiana

From: Wanda Gautney <wgautney@baldwincountyal.gov>
Sent: Friday, June 8, 2018 11:55 AM
To: Meredith Burts <meredith.burts@beebespest.com>
Subject: FW: Bid #WG16-34 - Provision of Pest Control Services for Baldwin County Commission

Kristen,

Ryan called and requested that I send you the email below. Please respond to this email if you all are willing to extend at the same prices for an additional 12 months.

Thanks

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



From: Wanda Gautney

Sent: Monday, June 4, 2018 1:22 PM

To: 'Ryan@BeebesPest.com' <Ryan@BeebesPest.com>

Subject: Bid #WG16-34 - Provision of Pest Control Services for Baldwin County Commission

Ryan,

Competitive Bid #WG16-34 – Provision of Pest Control for Baldwin County Commission will expire on July 5, 2018. The bid specifications included an option to renew for one (1) 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 Beebe's Pest Control agrees to a twelve (12) month extension at the same prices and terms as the original bid award dated July 5, 2016.

Thanks

*Wanda Gautney, Purchasing Director
Baldwin County Purchasing Department*

Phone: (251) 580-2520

Fax: (251) 580-2536

Email: wgautney@baldwincountyal.gov



COMPETITIVE BID #WG16-34 Award Listing

Provision of Pest Control Services

Page 1 of 2

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.

Effective July 5, 2016 through July 5, 2018

		Beebe's Pest Control
Bay Minette	Service	Amount
1 Courthouse Sq Bay Minette Courthouse	Q	\$39.50
322 Courthouse Sq Bay Minette Admin Bldg	Q	\$34.50
312 Courthouse Sq Bay Minette Annex Bldg I (JPO)	Q	\$34.50
175 Courthouse Sq Bay Minette Annex Bldg II (CIS)	Q	\$29.50
257 Hand Ave Bay Minette Annex Bldg III (Budget/Purchasing)	Q	\$34.50
105 W. 3rd St Annex Bldg IV (CIS)	Q	\$34.50
1705 S Hwy 31 Bay Minette Annex Bldg V (Revenue Comm)	Q	\$39.50
212 Courthouse Sq Bay Minette Annex Bldg VI (Health and Community Corrections)	Q	\$99.50
2600A N. Hand Ave Bay Minette Board of Education (2 bldgs)	Q	\$44.50
220 Courthouse Sq Judge of Probate	Q	\$24.50
310 Hand Ave Baldwin County Sheriff's Office	Q	\$24.50
200 Hand Ave Baldwin County Correction Center (All Bldgs)	M	\$185.50
210 W. Railroad St Baldwin County Sheriff Maint Shop	Q	\$30.00
1400 Moran Rd Baldwin County Sheriff's Garage	Q	\$24.50
305 E 2nd St Baldwin County Archives Bldg	Q	\$24.50
324 Courthouse Sq Accounts Payable Bldg	Q	\$24.50
302 Byrne St Bldg	Q	\$34.50
55810 Canaan Rd Vaughn Center (Stockton)	Q	\$29.50
51233 Highway 225 (Bicentennial Park)	Q	\$32.50
107 South St Bay Minette Maintenance Bldg	Q	\$23.50
203 Dickman Rd Voting Machine Building	Q	\$19.50
203 Dickman Rd Bay Minette Highway Dept	Q	\$29.50
43405 Nicholasville Rd Juvenile Detention Center	M	\$44.50
43205 Nicholasville Rd Transfer Station	Q	\$19.50
15950 Mosley Rd Mill Creek Training Ctr (Sheriff)	Q	\$28.50
207 N White Ave Baldwin County Level II Shelter	Q	\$24.50
101 Hand Ave District Attorney's Office	Q	\$39.50
104 E 5th St BRATS Annex Bldg	Q	\$24.50
203 Oak St Legislative Delegation Building (3 offices)	Q	\$29.50
23750 Ewing Farm Rd Girls' Wilderness Facility (All Bldgs)	M	\$64.50
111 E 4th St Baldwin County Sheriff's Support Services	Q	\$24.50
119 W. 2nd St Board of Registrars	Q	\$30.00

BID #WG16-34 Award Listing Page 2 of 2

Loxley	Service	Amount
14090 County Rd 66 Ellisville Community Center	Q	\$24.50
14200 County Rd 64 McBride C&D Landfill	Q	\$19.50

Robertsdale	Service	Amount
18100 County Rd 54 BRATS	Q	\$24.50
18126 County Rd 54 Robertsdale Sheriff's Office	Q	\$24.50
18126 County Rd 54 Robertsdale Sheriff's Storage Facility	Q	\$20.50
18185 Raymond Fell Dr Sheriffs Maintenance Shop	Q	\$24.50
18185 Raymond Fell Dr Sheriffs Fort Stewart Facility	Q	\$40.50
18126B County Rd 54 Baldwin County Coroner's Office	Q	\$24.50
23100 McAuliffe St Emergency Management Agency (2 bldgs)	Q	\$49.50
22251 Palmer St Robertsdale Central Annex	Q	\$24.50
22070 Hwy 59 S Robertsdale Central Annex II	Q	\$44.50
19477 Robertsdale Coliseum & Fairground	Q	\$42.50

Fairhope	Service	Amount
1100 Fairhope Ave Fairhope Courthouse	Q	\$39.50
918 Fairhope Ave Brats HUB	Q	\$45.50
20555 Bishop Rd Fairhope CRO/State Probation	Q	\$29.50
Brats HUB 20531 BISHOP RD	Q	\$19.50

Silverhill	Service	Amount
22220 West Blvd Silverhill Hwy Dept (All Bldgs)	Q	\$39.50
22230 West Blvd Silverhill Hwy Construction Bldg	Q	\$24.50

Summerdale	Service	Amount
15140 County Rd 49 Magnolia Landfill (all bldgs)	Q	\$49.50
15050 County Rd 49 Animal Shelter @ Magnolia Landfill	Q	\$19.50

Foley	Service	Amount
20764 County Road 24 Foley Highway Dept	Q	\$19.50
201 E. Section Ave Foley Courthouse	Q	\$34.50
201 E. Section Ave Foley Building Maintenance Bldg	Q	\$19.50
1013 N. Juniper St Foley Building Maintenance Dept	Q	\$19.50

Rat Bait Station Services		see below
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Note: BeeBe's Pest Control Rat Bait Station Services

1. Courthouse Square, Bay Minette Courthouse \$72.00 per Quarter
2. 200 Hand Ave., Baldwin Corrections Center (All Bldgs) \$65.00 per Quarter
3. 22070 Hwy 59S Robertsdale Central Annex II \$40.00 per Quarter



Baldwin County Commission

Agenda Action Form

File #: 18-0337, **Version:** 1

Item #: B2

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Wanda Gautney/Junius Long/Jeanne Peerson

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse Located in Foley, Alabama 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 renovations of the restrooms located in the Foley Satellite Courthouse; 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

Previous Commission action/date: N/A

Background: Foley Courthouse staff is requesting that a solicitation be advertised for the renovations of the restrooms located in the Foley Satellite Courthouse. Courthouse staff is requesting that all 10 restrooms located in the Courthouse be renovated and brought up the Federal ADA requirements.

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: 07/03/2018

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 #WG18-35 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.

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 structure 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.

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.

BIDDERS 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.

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.

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.

PERFORMANCE/PAYMENT BOND

A performance bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. A Labor and Material Bond at least fifty percent (50%) will be provided prior to any work beginning. Bonds must conform with the American Institute of Architects (AIA) bond forms. Proof of bonding ability for this project must be submitted with bid. 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. **NO BID WILL BE ACCEPTED WITHOUT THE CERTIFICATION OF INSURANCE.** 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.

Alabama General Contractors License Number must be listed on the outside of your bid package.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance must be 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

The 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 with limits not less than \$1,000,000.00, combined single limit, for bodily injury and property damage liability for each occurrence, plus \$500,000.00 personal and advertising injury. 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, for 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.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, the Consultant shall at all times indemnify, defend and save harmless the County and its Commissioners, departments, officers and employees, against all liability, claims of liability, loss, cost or damage, including but not limited to, property damage, bodily injury, death and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever as a result the work performed by the Consultant pursuant to the Contract, and the Consultant will, at his expense, defend on behalf of the County and its Commissioners, departments, officers and employees, either or all, any suit brought against them or any of them, arising from any such cause.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractor 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.

TIME OF COMPLETION

Work shall begin within fifteen (15) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

Project must be completed within **Ninety (90) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date.

GUARANTEE

Provide to Owner a one (1) year, Limited Material Warranty, and provide a one (1) year Warranty covering labor and materials by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship and materials. This warranty is exclusive of:

- 1) Physical damage by the Owner and/or other trades.
- 2) "Acts of God" - fire, civil commotion, natural catastrophes or vandalism.

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

Final payment shall be withheld until provisions of the specifications are met as stated on page 4, Title 39, Section (f) of the bid, including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The contact person for the Baldwin County Commission will be the Junius Long, at (251) 295-3133.

SCOPE OF WORK

1. Remove all existing fixtures, stalls, mirrors, tile on walls, flooring, sheetrock, paper towel, toilet paper, and soap dispensers.
2. All Fixtures will be replaced with new commercial type American Standard or equal, and will must meet all Federal ADA requirements.
3. New Tile will be Daltile CC14 Michigan Avenue 13X13 and matching 6"X 13" cove base. Tile will be installed Per ADA requirements where required.
4. All grout joints shall be ¼ inches.
5. All dry wall will be moisture resistant in bathrooms.
6. Dry wall will be finished and painted with Sherman Williams paint, (Color to be picked by County).
7. All water lines shall be hard drawn copper piping, and fittings, using wiped solder joints.
8. Plumbing in walls shall be adjusted to fit new Fixtures as required.
9. All flush valves are to be Sloan Commercial grade valves.
10. Handicap bath stalls grab bars shall be, B-6806 stainless steel, mounted with all stainless-steel screws.
11. Install all new accessories, paper towel, toilet paper, mirrors, and soap dispenser to ADA specifications.
12. The stall partitions shall solid Phenolic, floor mounted OHB, (Colors to be chosen by County).
13. Work to be done in stages, so that all bathrooms are not closed at the same time.
14. All sub-contractors are to coordinate their work with each other to keep the job flowing in a timely manner.
15. Put Dumpster on job site for all debris and construction waste.
16. The awarded Contractor must have a Foreman on project, at all times, so the project can flow in timely manner.

Restroom Fixtures

4 Men's Restrooms

- 1 with one (1) sink, one (1) commode, no dividers.
- 1 with one (1) sink, one (1) commode, no dividers.
- 2 with one (1) sink, one (1) commode, one (1) urinal, with dividers.

5 Women's Restrooms

2 with one (1) sink, one (1) commode, no dividers.

2 with one (1) sink, two (2) commodes, with dividers.

1 with two (2) sinks, two (2) commodes, with dividers.

1 Private Restroom

One (1) sink, one (1) commode, no dividers.

Total of 10 Restrooms to be renovated.

BID #WG18-35 RESPONSE FORM

Restroom Renovations Located in the Baldwin County Satellite Courthouse

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: _____

Contractor's License Number _____
(License Issued by the Alabama State Licensing Board for General Contractors)

Restroom Renovations at the Baldwin County Satellite Courthouse

Amount Bid: _____

Completion Time: _____

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 #WG18-35”**, 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 #WG18-35 named, Renovations of Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama, 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 ten (10) 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 and commence immediately upon the same date as full execution, and the same shall terminate upon either the expiration of ninety (90) days of notification to proceed 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 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.

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

COUNTY

ATTEST:

FRANK BURT, JR., Chairman /Date

RON CINK /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ron Cink, whose name as Budget Director/Interim 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 _____ day of _____, 2018.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Name

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

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 _____, 2018.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 18-0447, **Version:** 1

Item #: B3

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Wanda Gautney/Purchasing

Submitted by: Wanda Gautney/Brian Peacock, CIS Director

ITEM TITLE

Request of Proposals (RFP) for Radio Maintenance, Management and Installation Services for the Baldwin County Commission

STAFF RECOMMENDATION

Reject the proposal received from Team One Communications for the Radio Maintenance, Management and Installation Services based on services being provided in another Contract.

BACKGROUND INFORMATION

Previous Commission action/date:

12/05/2017 meeting: Approved the attached Request for Proposals (RFP) for Radio Maintenance, Management and Installation Services and authorized the Purchasing Director to advertise the RFP.

02/20/2018 meeting: 1) Rejected the proposal received from Team One Communications for the Radio Maintenance, Management and Installation Services; and 2) Approved the attached Request for Proposals (RFP) for Radio Maintenance/Management/Installation Services and authorized the Purchasing Director to re-advertise the RFP.

06/19/2018 meeting: Approved and authorized the Chairman to sign the Proposal for Advanced Plus Services which includes Statement of Work and Operational Agreement with Motorola Solutions, Inc. This proposal will provide maintenance, hardware/software updates and a full time technical resource necessary to maintain Baldwin County ASTRO 25 System at the highest level of support and availability. The proposal is based on a seven (7) year contract effective October 1, 2018, and will expire September 30, 2025.

Background:

Request for Proposals (RFP) was received in the Purchasing Office on March 14, 2018, for the Radio Maintenance, Management and Installation Services.

One (1) proposal was received. The Commission approved during the June 19, 2018, meeting a Contract for Advanced Plus Services with Motorola Services, Inc.,

which provided the Radio Maintenance, Management and Installation Services in their Contract at a beneficial cost savings to the County. The CIS Director, Brian Peacock, is requesting that the Commission reject the Request for Proposals from Team One Communications due to the recent Contract that was executed with Motorola, Inc., that will provide the services at a cost savings to the County.

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: 7/03/2018

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



Baldwin County Commission

Agenda Action Form

File #: 18-0357, **Version:** 1

Item #: B4

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Wanda Gautney/Jeannie Peerson

Submitted by: Wanda Gautney/Purchasing Director

ITEM TITLE

Lease of One (1) Postage Machine for the Baldwin County Foley Satellite Courthouse

STAFF RECOMMENDATION

Authorize the Chairman to execute the Lease Agreement with Neopost (Accurate Control) for the rental of a postage machine and meter off the State of Alabama Bid for the Foley Satellite Courthouse for thirty-six (36) months as follows (Lease Agreement effective upon delivery of equipment):

Neopost Model IN750 Mail Machine IN Series 750 Base w/Mixed Size Feeder, sealer and drop tray
Neopost Model INWP10 IN Series 10 lb Weighing Platform
Neopost Model IN750ERR IN Series 750 Base e-RR Feature & Activation Kit w/bc scanner,
Inc e-RR SW & Rate File w/200 eDel/Sig & 500 eCert Labels
Neopost Model INDW10 IN Series 6/7 Base 10 lb Differential Weighing
Neopost Model WP10STDN Scale Stand for ISWP10 & INWP10
\$1,031.22 per quarter - \$4,124.88 per year

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The lease agreement with Accurate Control (Neopost) of Fairhope for the lease of the Postage Machine and Meter at the Foley Courthouse expires in July, 2018. The lease of the equipment will be \$1,031.22 per quarter for a total of \$4,124.88 per year off the State of Alabama bid for thirty-six (36) months. The postage equipment that is currently being leased at the Foley Satellite Courthouse will be replaced with new equipment because the scale and meter is being pulled by Neopost. The cost of the new equipment will be \$0.48 more per year.

FINANCIAL IMPACT

Total cost of recommendation: \$4,124.88 per year

Budget line item(s) to be used: 51993.5229

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: 07/03/2018

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

Section (A) Office Information

Office Number	Office Name	Phone #	Date
601	Accurate Control Equipment Inc.	(251) 928-4976	06/12/2018

Section (B) Billing Information

Company Name	Baldwin County Commission		
DBA			
Billing Address	312 Courthouse Square Ste 11		
City State Zip+4	Bay Minette	AL	36507
Contact Name	Accounts Payable	Phone	
Contact Title		Fax	
Email Address		PO #	

Section (C) Installation Information (if different from billing information)

Company Name	Foley Courthouse		
Installation Address	201 East Section Ave.		
City State Zip+4	Foley	AL	36535
Contact Name	Jeannie Peerson	Phone	(251) 972-6833
Contact Title	Administrative Support	Fax	(251) 972-6842
Email Address	jeannie.peerson@baldwincountyal.gov		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN750	IN Series 750 Base w/ Mixed Size Feeder, sealer and drop tray
1	INWP10	IN Series 10 lb Weighing Platform
1	IN750ERR	IN Series 750 Base e-RR Feature & Activation Kit w/bc scanner. Inc e-RR SW & Rate File w/200 eDel/Sig & 500 eCert labels
1	INDW10	IN Series 6/7 Base 10lb. Differential Weighing
1	WP10STDN	Scale Stand for ISWP10 & INWP10

Section (E) Lease Payment Information & Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Arrears	Number of Months First 36	Monthly Payment (Plus applicable taxes) \$343.74
	Current Lease Number: N15072344	
	<input type="checkbox"/> ACH (Customer to submit authorization form)	

Section (F) Postage Meter & Postage Funding Information

Meter Model	IN750AI	Machine Model	IN750SH
Postage Funding Method: <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number: 7209641	
Agency Code		Sub Agency Code	

Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input checked="" type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input checked="" type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35) <input type="checkbox"/> NeoShip BASIC - Requires NeoFunds/TotalFunds (EP70) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initiated here _____.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-v4-16), which are also available at <https://www.neopost.com/terms/government-equipment-lease-terms-usps-dealer-v4-16.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature	Print Name and Title	Date Accepted
	Catherine Bianted	6/12/18
Accepted by Neopost USA and its Affiliates		Date Accepted



Baldwin County Commission

Agenda Action Form

File #: 18-0505, **Version:** 1

Item #: C1

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE

Case No. VAC-18-2 - Vacation of a Portion of Brinks Willis Road at the Foley Beach Express

STAFF RECOMMENDATION

Adopt Resolution No. 2018-083, which approves the vacation of a portion of Brinks Willis Road at the Foley Beach Express, per the request and recommendation of the County Engineer, in accordance with Section 23-4-2 of the Code of Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: 5/15/2018

Background:

05/15/2018 - The Commission authorized staff to advertise for a public hearing to be held on July 3, 2018, as required, for the Baldwin County Commission to consider vacating a portion of Brinks Willis Road, between the Northbound Lane of the Foley Beach Express and Roscoe Road, per the request of the County Engineer.

A portion of Brinks Willis Road between the western right-of-way of the Foley Beach Express and Roscoe Road was vacated in September 7, 1999. An additional portion of right-of-way should have been vacated at that time.

Section 23-4-2(a) of the Code of Alabama reads as follows:

Procedure.

(a) Whenever the governing body of a municipality or county proposes to vacate a public street, alley, or highway, or portion thereof, the governing body shall schedule a public hearing prior to taking final action and shall publish notice of the proposed hearing on the vacation in a newspaper of general circulation in the portion of the county where the street, alley, or highway lies once a week for four consecutive weeks in the county prior to deciding the issue at a regularly scheduled meeting of the governing body. A copy of the notice shall be posted on a bulletin board at the county courthouse

and shall also be served by U.S. mail at least 30 days prior to the scheduled meeting on any abutting owners and on any entity known to have facilities or equipment such as utility lines, both aerial or buried, within the public right-of-way of the street, alley, or highway to be vacated. The notice shall describe the street, alley, highway, or portion thereof, proposed to be vacated and also give the date, time, and location of the meeting of the governing body at which the proposed vacation is scheduled to be addressed. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the governing body or may request an opportunity to be heard at the public hearing held as required herein.

(b) If the governing body elects to vacate, it shall adopt a resolution which shall describe with accuracy the street, alley, or highway, or portion thereof, to be vacated and shall give the names of the owner or owners of the abutting lots or parcels of land and also the owner or owners of such other lots or parcels of land, if any, which will be cut off from access thereby over some other reasonable and convenient way. The resolution shall further set forth that it is in the interest of the public that such street, alley, or highway, or portion thereof, be vacated and shall be filed in the probate court of the county. In counties which elect the members of the county commission by single-member districts, the motion to approve the vacation shall be made by the commissioner in whose district the portion of the public street, alley, or highway to be vacated is located. The vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property, and if that right is not afforded by the remaining streets and alleys, another street or alley affording that right much be dedicated. The filing of the resolution as required herein shall operate as a declaration of the governing body's vacation and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the public street, alley, or highway vacated. Title and all public rights, including the right to close the street, alley, or highway vacated, shall vest in the abutting landowners. Entities with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment, and facilities to the same extent as if the vacation had not occurred. Notice of the governing body's action shall be published once in a newspaper in the county no later than 14 days after its adoption.

Staff has published a notice (see attached) for the public hearing to be held on July 3, 2018, for four (4) consecutive weeks in all Gulf Coast Newspapers. Staff also posted said notice on bulletin boards at the Bay Minette Administration Building, the Foley Satellite Courthouse, the Fairhope Satellite Courthouse and Central Annex in Robertsedale. Notices were sent to the subject utility companies and abutting property owners as required.

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: County Attorney is currently reviewing.

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: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff, Highway Department

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

Administration Staff will have all necessary documents executed by the Chairman. Highway Department will have the notice of action by the County Commission published in all Gulf Coast Newspapers within 14 days and record all necessary documents. (Recording required only if vacation is granted by the Commission.)

Additional instructions/notes: N/A

COUNTY OF BALDWIN:

STATE OF ALABAMA:

RESOLUTION NO. 2018-083

**RESOLUTION OF THE COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA
FOR THE VACATION OF RIGHT OF WAY BRINKS WILLIS ROAD AT THE FOLEY
BEACH EXPRESS**

RECITALS:

1. WHEREAS, on May 15, 2018, pursuant to Section 23-4-2, et seq., Code of Alabama 1975, as amended, the Baldwin County Commission authorized staff to begin advertising for the vacation of a portion of Brinks Willis Road, said right-of-way, or portion thereof, being more particularly described as:

Commencing at the southeast corner of Section 15, Township 8 South, Range 4 East, Baldwin County, Alabama, thence run northerly along the east line of said Section 15, a distance of 2662 feet, more or less, to a point; thence run westerly a distance of 1340 feet, more or less, to a point on the west right of way line of Roscoe Road and being the Point of Beginning of the right of way herein described; thence run westerly along the north right of way line of Brinks Willis Road a distance of 40 feet, more or less, to the east right of way line of the Foley-Beach Express; thence run southerly along said right of way line a distance of 40 feet, more or less, to a point on the south right of way line of Brinks Willis Road; thence run easterly along said south right of way line a distance of 40 feet, more or less, to a point on the west line of Roscoe Road; thence run northerly along said right of way line a distance of 40 feet, more or less, to the Point of Beginning of the right of way herein to be vacated.

2. WHEREAS, in accordance with and subject to the provisions of Section 23-4-2, et seq., Code of Alabama (1975), the Baldwin County Commission desires to vacate that certain portion of Brinks Willis Road as described in Paragraph 1 of this Resolution, which is located in the unincorporated area of Baldwin County and, pursuant to applicable law, destroy the force and effect of any previous declaration, by common law or otherwise, which may have created rights accruing to Baldwin County on that portion of Brinks Willis Road as described in Paragraph 1, and to divest all public rights, including any and all rights which may have been acquired by prescription in and to that portion of Brinks Willis Road as described in Paragraph 1 of this Resolution.

3. WHEREAS, in accordance with and subject to the provisions of Section 23-4-2, et seq., Code of Alabama (1975), it is in the interest of the public that the portion of Brinks Willis Road as described in Paragraph 1 of this Resolution be closed and vacated, and this Resolution shall be filed in the Office of the Judge of Probate of Baldwin County, Alabama.

4. WHEREAS, the vacation of a portion of Brinks Willis Road as described in Paragraph 1 of this Resolution shall not deprive other property owners of such rights as they may have to convenient and reasonable means of ingress and egress to and from their property.

5. WHEREAS, the following property owners have property abutting the subject right-of-way, or portion thereof:

Pennstar, LLC

6. WHEREAS, on information and belief, there are no other property owners that have property affected by the vacation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, that, in accordance with and subject to the provisions of Section 23-4-2, et seq., Code of Alabama (1975), the County Commission does assent to the vacation of that certain portion of Brinks Willis Road as described in Paragraph 1 of this Resolution, and the portion of Brinks Willis Road as described in Paragraph 1 of this Resolution is vacated and annulled and all public rights and easements therein divested of the lands described as that portion of Brinks Willis Road as described in Paragraph 1 of this Resolution.

The foregoing resolution was adopted and approved on the _____ day of _____, 2018, by the Baldwin County Commission.

Approved:

Frank Burt, Chairman
BALDWIN COUNTY COMMISSION

Attest:

Ronald J. Cink, County Administrator
BALDWIN COUNTY COMMISSION



Section 15
Township 8 South
Range 4 East

R/W VACATION REQUEST: 40' RIGHT OF WAY PORTION OF BRINKS WILLIS ROAD EAST OF FBE





Section 15
Township 8 South
Range 4 East

R/W VACATION REQUEST: 40' RIGHT OF WAY AKA PORTION OF BRINKS WILLIS ROAD



002.012

002.002

002.004

PENNSTAR, LLC
005-61-05-15-0-000-002.004

001.000

BRINKS WILLIS RD

FOLEY BEACH EXPRESS

FOLEY BEACH EXPRESS

ROSCOE RD

PROPOSED 40' TO BE VACATED

PENNSTAR, LLC
05-61-05-15-0-000-002.004

002.002

002.004

007.000

006.000

007.001

Legend

- LAND PARCELS
- COUNTY MAINTAINED ASPHALT
- GRAVEL/DIRT
- 911 ROADS

CITY LIMITS

CITYNAME

Foley

0 100 200 300 400 Feet

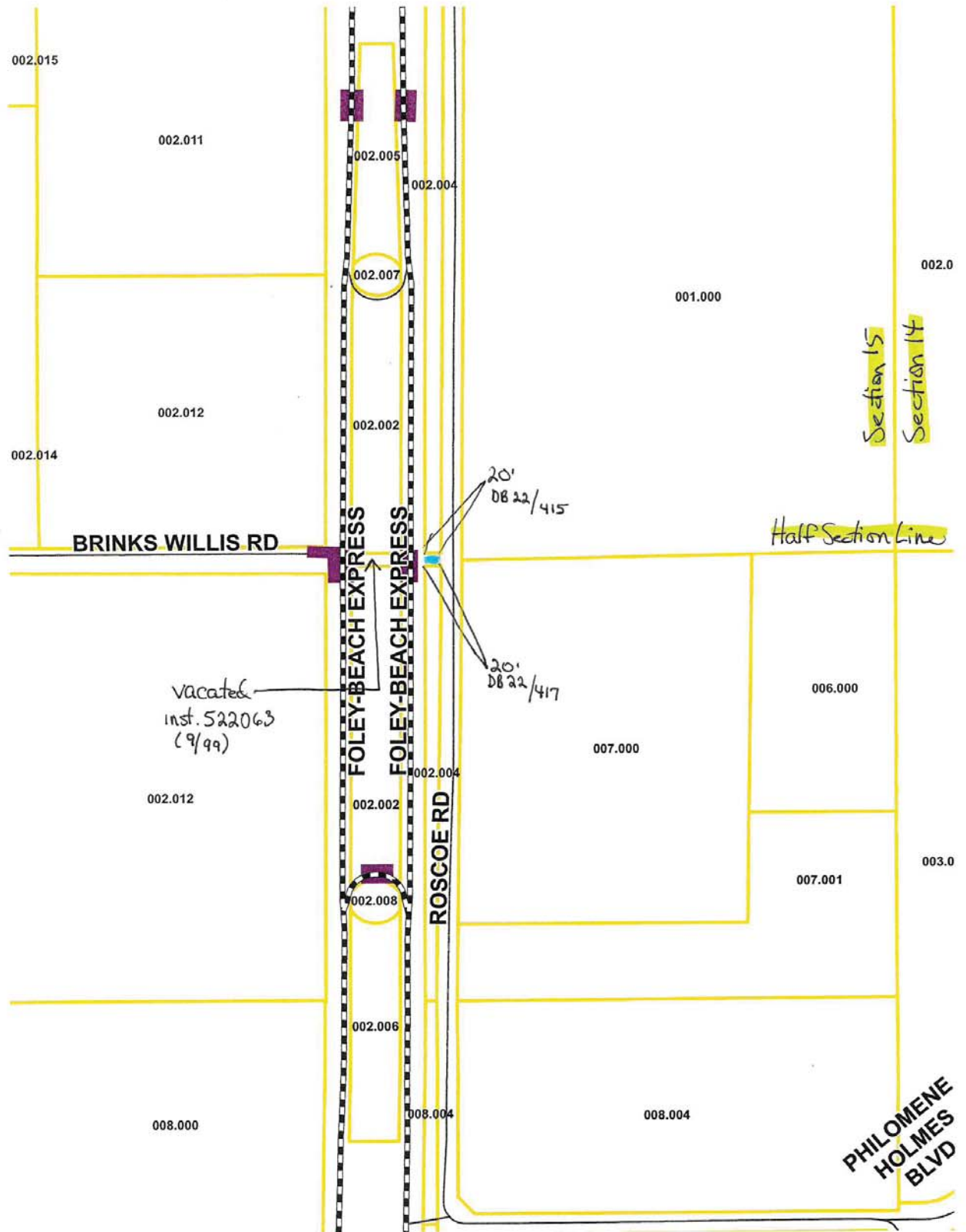
5-8-18

Brinks-Willis Road @ FBE (Portion that did not get vacated)

Area 300
Not Maintained

Section 15-8-4

(61-05-15)





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

NOTICE OF PUBLIC HEARING

CASE NO: VAC-18-2

NOTICE IS HEREBY GIVEN in accordance with Section 23-4-2 and 23-4-20 of the Code of Alabama (1975), as amended, that the Baldwin County Commission will hold a Public Hearing on **Tuesday, July 3rd, 2018** beginning at 9:00 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square in Bay Minette, Alabama to consider vacating that portion of Brinks Willis Road east of the Foley Beach Express. More particularly described as follows:

LEGAL DESCRIPTION OF PORTION OF BRINKS WILLIS ROAD EAST OF THE FOLEY BEACH EXPRESS SAID RIGHT OF WAY PROPOSED TO BE VACATED

Commencing at the southeast corner of Section 15, Township 8 South, Range 4 East, Baldwin County, Alabama, thence run northerly along the east line of said Section 15, a distance of 2662 feet, more or less, to a point; thence run westerly a distance of 1340 feet, more or less, to a point on the west right of way line of Roscoe Road and being the Point of Beginning of the right of way herein described; thence run westerly along the north right of way line of Brinks Willis Road a distance of 40 feet, more or less, to the east right of way line of the Foley-Beach Express; thence run southerly along said right of way line a distance of 40 feet, more or less, to a point on the south right of way line of Brinks Willis Road; thence run easterly along said south right of way line a distance of 40 feet, more or less, to a point on the west line of Roscoe Road; thence run northerly along said right of way line a distance of 40 feet, more or less, to the Point of Beginning of the right of way herein to be vacated.

LAYMEN'S DESCRIPTION OF PORTION OF BRINKS WILLIS ROAD EAST OF THE FOLEY BEACH EXPRESS SAID RIGHT OF WAY PROPOSED TO BE VACATED

A portion of a 40 foot right of way running east and west on the Half Section line as recorded in Deed Book 22 at pages 415 and 417. Being 20 feet each side of the Half Section line, beginning at the east right of way line of the north bound lane of the Foley Beach Express, thence easterly to the west right of way line of Roscoe Road, lying in the Southwest Quarter of Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 15, Township 8 South, Range 4 East, Baldwin County, Alabama.

For any questions pertaining to this action, please contact the Baldwin County Highway Department/ at 251-937-0371.

OWNER'S ADDRESSES:

Pennstar LLC
P. O. Box 1629
Foley, AL 36536

Proof of Advertising (Forthcoming)



Baldwin County Commission

Agenda Action Form

File #: 18-0449, **Version:** 1

Item #: C2

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE

Case No. VAC-18-3 - Vacation of a Portion of Fox Ford Road

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the request from Harold O. Elliott and Judy M. Elliott to vacate a portion of Fox Ford Road; and
- 2) Authorize the Chairman to execute Resolution No. 2018-084, which adopts the same and approves the vacation, in accordance with Section 23-4-2 and Section 23-4-20 of the Code of Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Harold O. Elliott and Judy M. Elliott are requesting that a portion of Fox Ford Road be vacated by the County.

Section 23-4-2 of the Code of Alabama reads as follows:

Procedure.

(a) Whenever the governing body of a municipality or county proposes to vacate a public street, alley, or highway, or portion thereof, the governing body shall schedule a public hearing prior to taking final action and shall publish notice of the proposed hearing on the vacation in a newspaper of general circulation in the portion of the county where the street, alley, or highway lies once a week for four consecutive weeks in the county prior to deciding the issue at a regularly scheduled meeting of the governing body. A copy of the notice shall be posted on a bulletin board at the county courthouse and shall also be served by U.S. mail at least 30 days prior to the scheduled meeting on any abutting owners and on any entity known to have facilities or equipment such as utility lines, both aerial or

buried, within the public right-of-way of the street, alley, or highway to be vacated. The notice shall describe the street, alley, highway, or portion thereof, proposed to be vacated and also give the date, time, and location of the meeting of the governing body at which the proposed vacation is scheduled to be addressed. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the governing body or may request an opportunity to be heard at the public hearing held as required herein.

(b) If the governing body elects to vacate, it shall adopt a resolution which shall describe with accuracy the street, alley, or highway, or portion thereof, to be vacated and shall give the names of the owner or owners of the abutting lots or parcels of land and also the owner or owners of such other lots or parcels of land, if any, which will be cut off from access thereby over some other reasonable and convenient way. The resolution shall further set forth that it is in the interest of the public that such street, alley, or highway, or portion thereof, be vacated and shall be filed in the probate court of the county. In counties which elect the members of the county commission by single-member districts, the motion to approve the vacation shall be made by the commissioner in whose district the portion of the public street, alley, or highway to be vacated is located. The vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property, and if that right is not afforded by the remaining streets and alleys, another street or alley affording that right much be dedicated. The filing of the resolution as required herein shall operate as a declaration of the governing body's vacation and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the public street, alley, or highway vacated. Title and all public rights, including the right to close the street, alley, or highway vacated, shall vest in the abutting landowners. Entities with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment, and facilities to the same extent as if the vacation had not occurred. Notice of the governing body's action shall be published once in a newspaper in the county no later than 14 days after its adoption.

Section 23-4-20(a) of the Code of Alabama reads as follows:

Subject to the conditions set out in this subsection, any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated by following the procedures set out herein. The owner or owners of the land abutting the street or alley to be vacated shall join in a written petition requesting that the street or alley be vacated and shall file the petition with the governing body with jurisdiction over the street or alley, or portion thereof, requesting the governing body's approval of the vacation. Following receipt of the written request for assent, the governing body shall act upon the request applying the same notice, hearing, voting, and appeal procedures as set forth in Section 23-4-2 and 23-4-5, and if the governing body approves the vacation, it shall have the same effect as provided therein, including that the vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property, and if that right is not afforded by the remaining streets and alleys, another street or alley affording that right must be dedicated.

The notice (see attached) for the public hearing to be held on July 3, 2018, will be published for four

(4) consecutive weeks in all Gulf Coast Newspapers. Staff also posted said notice on bulletin boards at the Bay Minette Administration Building, the Foley Satellite Courthouse, the Fairhope Satellite Courthouse and Central Annex in Robertsdale.

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: County Attorney is currently reviewing.

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: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff, Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff will have all necessary documents executed by the Chairman. Highway Department will have the notice of action by the County Commission published in all Gulf Coast Newspapers within 14 days and record all necessary documents. (Recording required only if vacation is granted by the Commission.)

Contact:

Harold O. Elliott
18275 Fox Ford Road
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

COUNTY OF BALDWIN:

STATE OF ALABAMA:

RESOLUTION NO. 2018-084

RESOLUTION OF THE COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA
FOR THE VACATION OF A PORTION OF FOX FORD ROAD

R E C I T A L S:

1. **Harold O. Elliott and Judy Elliott** (Collectively the "**Petitioners**") are the owners and holders of interest of the lands abutting Fox Ford Road more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 30, Township 2 South, Range 4 East, thence run westerly a distance of 1520 feet, more or less, to the point of beginning of the right of way herein described; thence run northerly a distance of 30 feet, more or less, to a point on the north right of way line of Fox Ford Road; thence run westerly along the right of way a distance of 603 feet, more or less, to a point; thence run southerly a distance of 60 feet, more or less, to a point on the south right of way line; thence run easterly along the right of way a distance of 603 feet, more or less, to a point; thence run northerly a distance of 30 feet, more or less, to the Point of Beginning of the right of way herein to be vacated. Said right of way lying in the Southwest Quarter of the Southwest Quarter of Section 30, Township 2 South, Range 4 East and the Northwest Quarter of the Northwest Quarter of Section 31, Township 2 South, Range 4 East, Baldwin County, Alabama.

2. The **Petitioners** have filed a **Petition** with the **County Commission of Baldwin County, Alabama** (the "**County Commission**") requesting that the **County Commission** adopt a resolution to vacate a portion of Fox Ford Road described in **Paragraph 1.** of this **Resolution**.
3. The **Petitioners**, pursuant to **Section 23-4-2, et seq., Code of Alabama 1975**, desire to vacate a portion of Fox Ford Road described in **Paragraph 1.** of this **Resolution**, and, pursuant to applicable law, destroy the force and effect of the dedication of a portion of Fox Ford Road described in **Paragraph 1.** of this **Resolution**, and to divest all public rights, including any and all rights which may have been acquired by prescription in and to a portion of Fox Ford Road described in **Paragraph 1.** of this **Resolution**.
4. The property described in **Paragraph 1.** of this **Resolution** is located within **Baldwin County, Alabama** and is not located within the municipal limits of any municipality.
5. It is in the interest of the public that portion of Fox Ford Road described in **Paragraph 1.** of this **Resolution** be closed and vacated.

6. The vacation of a portion of Fox Ford Road described in **Paragraph 1.** of this **Resolution** shall not deprive other property owners of such rights as they may have to convenient and reasonable means of ingress and egress to and from their property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, in accordance with **Section 23-4-2, et seq., and Section 23-4-20, et seq., Code of Alabama,** that the **County Commission** does assent to the vacation of a portion of Fox Ford Road described in **Paragraph 1.** of this **Resolution**, and portion of Fox Ford Road described in **Paragraph 1.** of this **Resolution** is vacated and annulled and all public rights and easements therein divested of the lands described as portion of Fox Ford Road described in **Paragraph 1.** of this **Resolution**.

The foregoing resolution was adopted and approved on the _____ day of _____ 2018, by the Baldwin County Commission.

Approved:

FRANK BURT, JR., CHAIRMAN
BALDWIN COUNTY COMMISSION

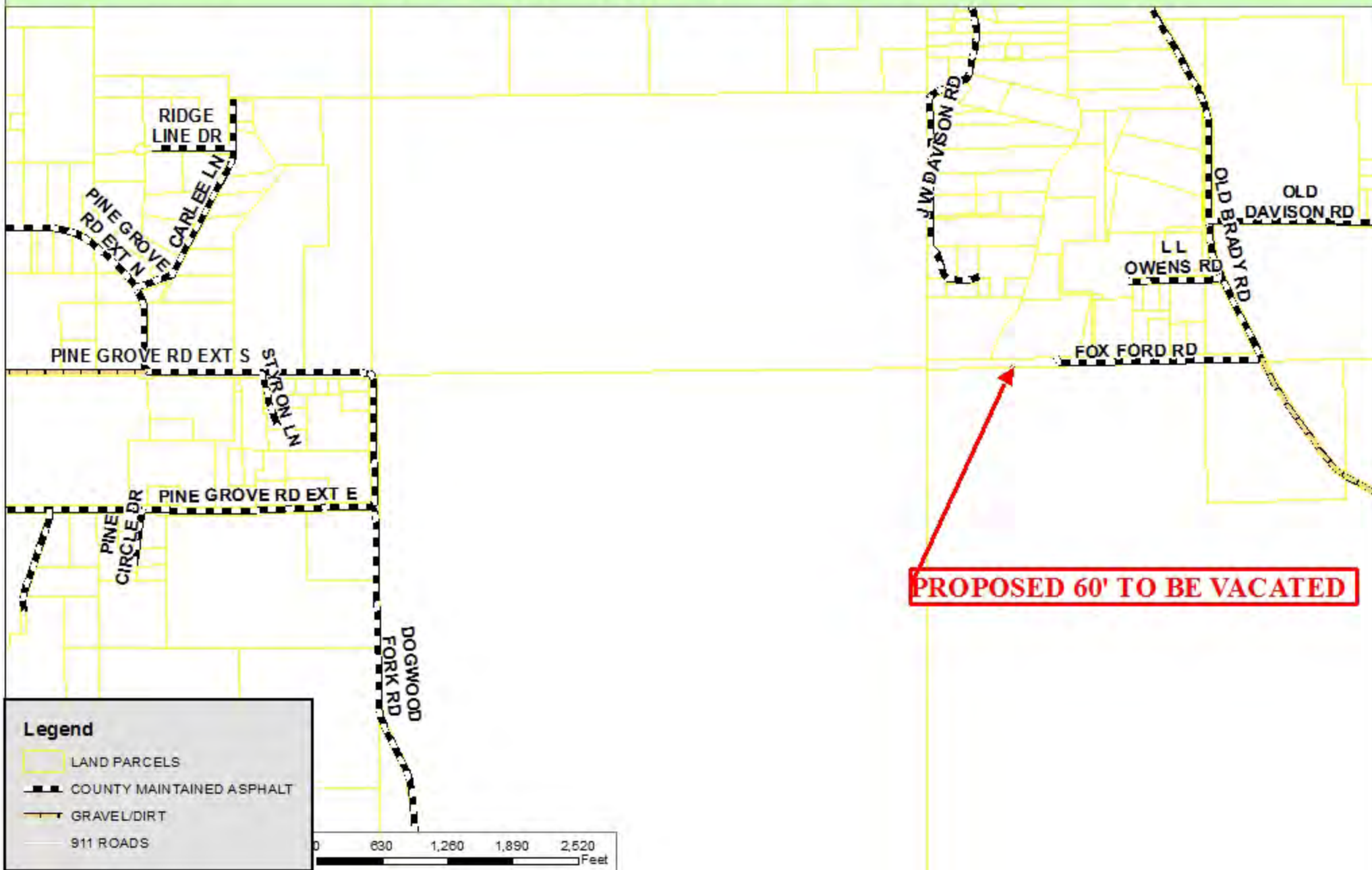
Attest:

RONALD J. CINK, COUNTY ADMINISTRATOR
BALDWIN COUNTY COMMISSION



Sections 30, 31
Township 2 South
Range 4 East

R/W VACATION REQUEST: PORTION OF A 60' RIGHT OF WAY FOX FORD ROAD BEGINNING 100' WEST OF THE END OF COUNTY MAINTENANCE

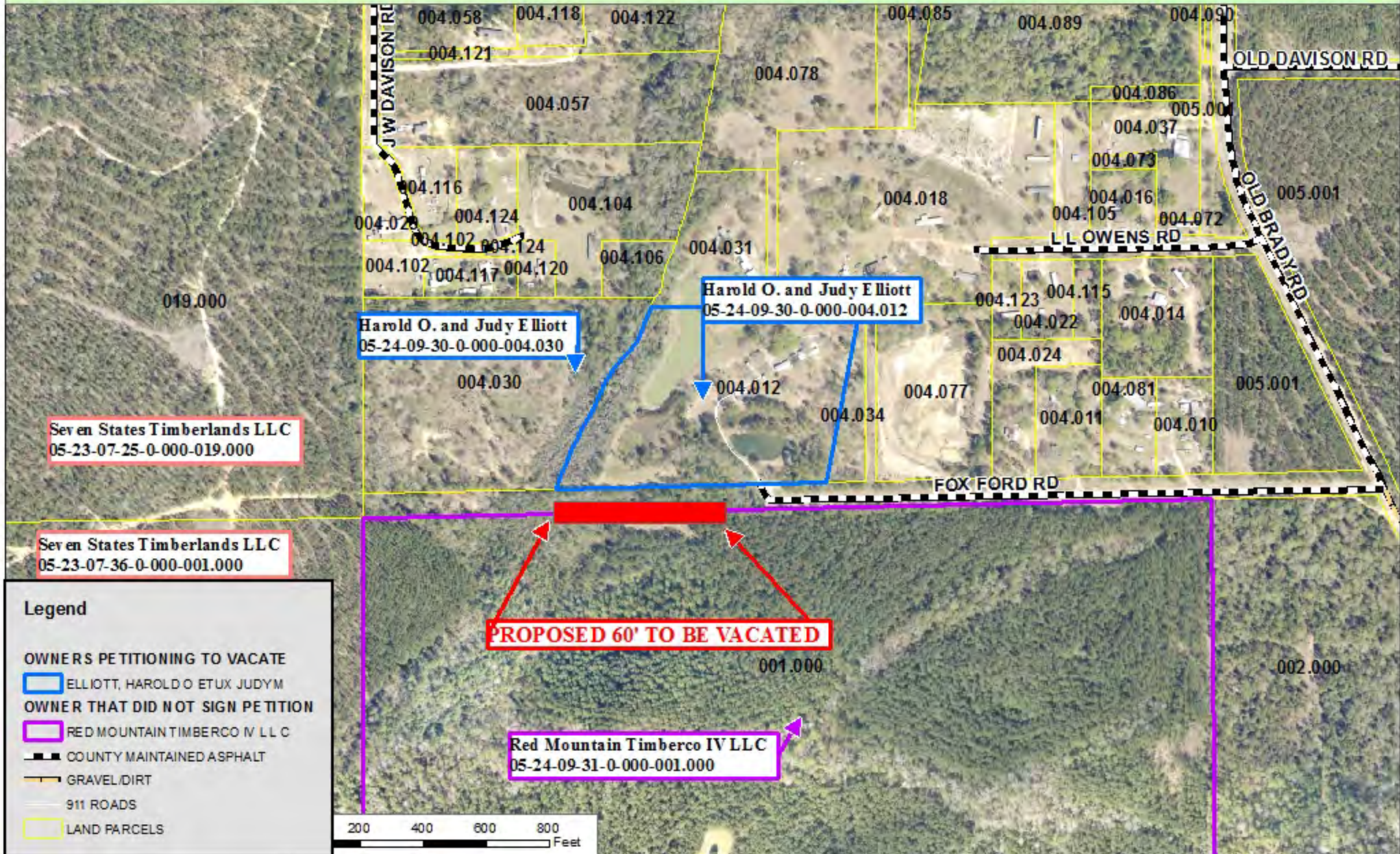




Sections 30,31
Township 2 South
Range 4 East



R/W VACATION REQUEST: PORTION OF A 60' RIGHT OF WAY FOX FORD ROAD BEGINNING 100' WEST OF THE END OF COUNTY MAINTENANCE



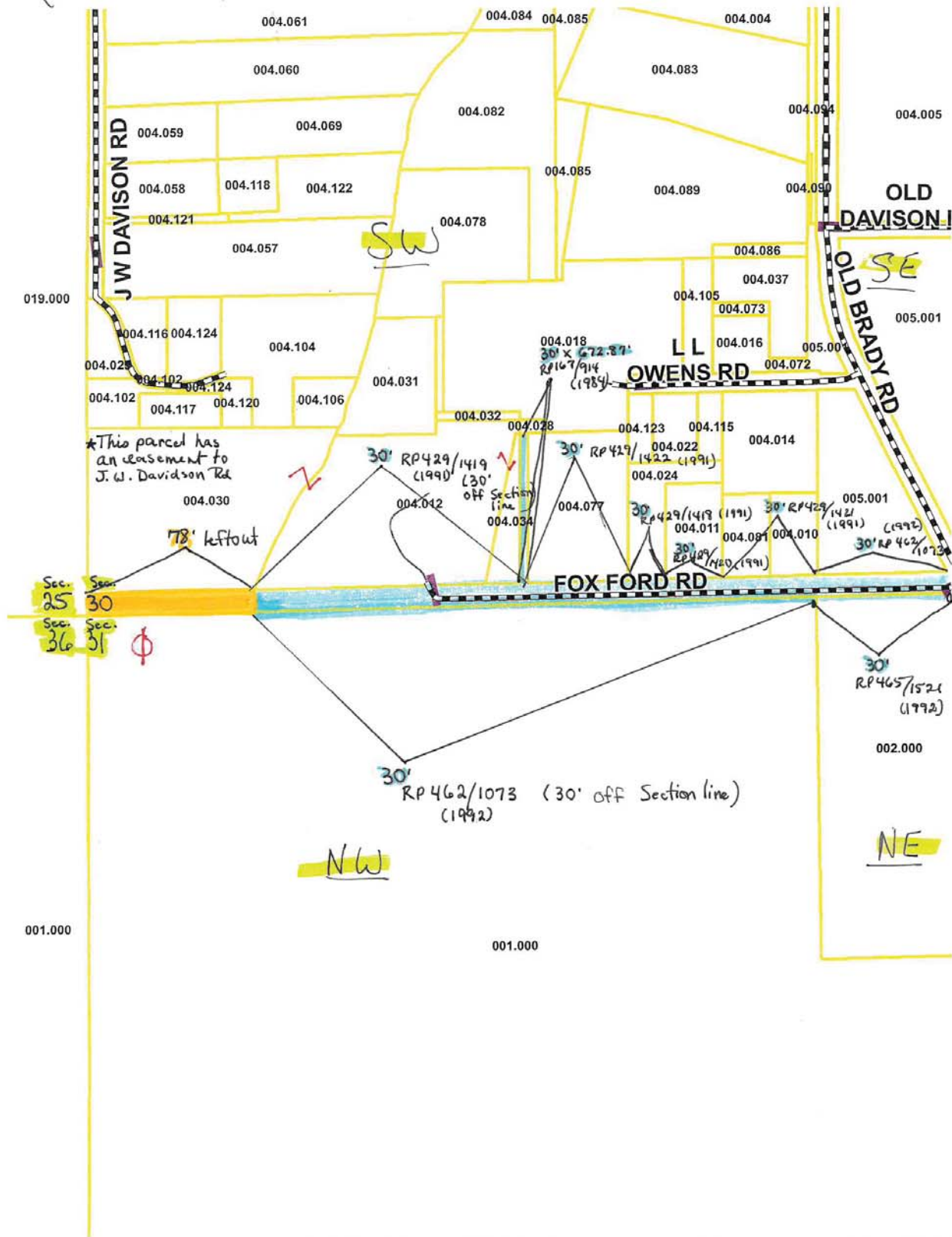
5-25-18

Fox Ford Road

Area 100
Paved
Maintained
.38 miles
Rd Id.
100393

Section 30-2-4
31-2-4

(24-09-30)
(24-09-31)



BALDWIN COUNTY
RIGHT-OF-WAY/EASEMENT VACATION APPLICATION

Mailing Address

Baldwin County Highway Department-Right-of-Way Division
P. O. Box 220
Silverhill, AL 36576
Phone: (251)937-0371 or Fax: (251)937-0201

Primary Contact for Applicant

Name: Harold O. Elliott

Mailing Address: 18275 Fox Ford Road

City: Bay Minette State: AL Zip code: 36507 - _____

Telephone: (251) 937-9727 Fax: (____) _____ - _____ Email: _____

Please list Parcel ID Number(s) that border the proposed right-of-way to be vacated

05-24-09-30-0-000-004.012

05-____-____-____-____-____-____-____-____-____-____

05-24-09-30-0-000-004.030

05-____-____-____-____-____-____-____-____-____-____

05-24-09-31-0-000-001.000

05-____-____-____-____-____-____-____-____-____-____

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05-____-____-____-____-____-____-____-____-____-____

05-____-____-____-____-____-____-____-____-____-____

LOCATION OF PROPOSED RIGHT-OF-WAY: 60' deeded right of way to Baldwin County
as recorded in Real Property Book 429 page 1419 lying in Section 30, township 2 South
Range 4 East, Baldwin County, Alabama.

LAYMAN'S DESCRIPTION: that portion of Fox Ford Road beginning west of the paved
County maintained portion thence west to the Branch

IS THE RIGHT-OF-WAY CURRENTLY MAINTAINED BY BALDWIN COUNTY? ___YES X NO

SIGNATURE OF PRIMARY CONTACT PERSON Harold O. Elliott SR.

DATE 4-19-18

PETITION TO THE COUNTY COMMISSION
OF BALDWIN COUNTY, ALABAMA
FOR ASSENT TO VACATION OF PORTION FOX FORD ROAD

STATE OF ALABAMA

COUNTY OF BALDWIN

COMES NOW Harold O. Elliott and Judy M. Elliott (hereinafter the "Petitioners"), to respectfully request the County Commission of Baldwin County, Alabama (the "County Commission"), to adopt the attached resolution in order to vacate a portion of Fox Ford Road described in this Petition. In support of this Petition, your Petitioner(s) shows as follows:

1. The Petitioner(s) owns property which abuts or touches that portion of Fox Ford Road described as follows:

Beginning west of the paved maintained portion of Fox Ford Road thence west to the branch

2. The Petitioner(s), pursuant to Ala. Code 1975, Section 23-4-20, desire to vacate that portion of Fox Ford Road described in paragraph 1 of this Petition, and, pursuant to applicable law, destroy the force and effect of the prescriptive rights which may have accrued to Baldwin County on that portion of Fox Ford Road described in paragraph 1 of this Petition and to divest all public rights, including any and all rights which may have been acquired by prescription in and to that portion of Fox Ford Road described in paragraph 1 of this Petition.

3. The property described as that portion of Fox Ford Road described in paragraph 1 of this Petition is located in Baldwin County, Alabama and is not located within the municipal limits of any municipality.

4. That portion of Fox Ford Road described in paragraph 1 of this Petition is of no use to the public as a street.

5. That portion of Fox Ford Road described in paragraph 1 of this Petition will not be maintained by Baldwin County, Alabama and will be maintained by the Owners.

6. It is in the interest of the public that the portion of Fox Ford Road described in paragraph 1 of this Petition be closed and vacated.

7. The vacation of that portion of Fox Ford Road described in paragraph 1 of this Petition shall not deprive other property owners of such rights as they may have to convenient and reasonable means of ingress and egress to and from their property.

NOW THEREFORE, the Petitioner(s), constituting the owner(s) of property which abuts or touches that portion of Fox Ford Road described in paragraph 1 of this Petition, being

desirous that that portion of Fox Ford Road described in paragraph 1 of this Petition be vacated and annulled pursuant to the provisions and requirements of Ala. Code 1975, Section 23-4-20, do, by execution of this Petition respectfully request the County Commission of the County of Baldwin, Alabama, to consent to the vacation of that portion of Fox Ford Road described in paragraph 1 of this Petition.

RESPECTFULLY SUBMITTED on this the 19th day of April, 2018

Harold O. Elliott SR. (Seal)
PETITIONER

Harold O. Elliott

Judy M. Elliott (Seal)
Judy M. Elliott

STATE OF Alabama

COUNTY OF Baldwin

I, Ashley Andre Cooper, a Notary Public, in and for said County and State, hereby certify that Harold O. Elliott & Judy M. Elliott whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, has/have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of April, 2018.



[Signature]
NOTARY PUBLIC

My Commission Expires: July 22, 2018



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

NOTICE OF PUBLIC HEARING

CASE NO: VAC-18-3

NOTICE IS HEREBY GIVEN in accordance with Section 23-4-2 and 23-4-20 of the Code of Alabama (1975), as amended, that the Baldwin County Commission will hold a Public Hearing on **Tuesday, July 3rd, 2018** beginning at 9:00 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square in Bay Minette, Alabama to consider vacating a portion of Fox Ford Road. More particularly described as follows:

LEGAL DESCRIPTION OF PORTION OF FOX FORD ROAD SAID RIGHT OF WAY PROPOSED TO BE VACATED

Commencing at the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 30, Township 2 South, Range 4 East, thence run westerly a distance of 1520 feet, more or less, to the point of beginning of the right of way herein described; thence run northerly a distance of 30 feet, more or less, to a point on the north right of way line of Fox Ford Road; thence run westerly along the right of way a distance of 603 feet, more or less, to a point; thence run southerly a distance of 60 feet, more or less, to a point on the south right of way line; thence run easterly along the right of way a distance of 603 feet, more or less, to a point; thence run northerly a distance of 30 feet, more or less, to the Point of Beginning of the right of way herein to be vacated. Said right of way lying in the Southwest Quarter of the Southwest Quarter of Section 30, Township 2 South, Range 4 East and the Northwest Quarter of the Northwest Quarter of Section 31, Township 2 South, Range 4 East, Baldwin County, Alabama.

LAYMEN'S DESCRIPTION OF PORTION OF FOX FORD ROAD SAID RIGHT OF WAY PROPOSED TO BE VACATED

A portion of a 60 foot right of way known as Fox Ford Road, running east and west along the Section line as recorded in Real Property Book 429 at page 1419 and Real Property Book 462 at page 1073. Beginning approximately 100 feet west of Baldwin County Highway maintenance limits thence westerly to a branch, being 30 feet each side of the Section line, lying in Section 30, Township 2 South, Range 4 and Section 31, Township 2 South, Range 4 East, Baldwin County, Alabama.

For any questions pertaining to this action, please contact the Baldwin County Highway Department/ at 251-937-0371.

OWNER'S ADDRESSES:

Harold O. and Judy Elliott
18275 Fox Ford Road
Bay Minette, AL 36507

Red Mountain Timberco IV LLC
c/o Resource Management SVC
31 Inverness Center Pkwy Suite 360
Birmingham, AL 35242

Proof of Advertising (Forthcoming)



Baldwin County Commission

Agenda Action Form

File #: 18-0321, **Version:** 1

Item #: C3

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Audra Mize, Operations Support Specialist II

ITEM TITLE

Intergovernmental Service Agreement between Baldwin County and the Town of Loxley for Routine Maintenance of Truck Trail 17 Dirt Road Portion within Loxley Town Limits

STAFF RECOMMENDATION

Approve an Intergovernmental Service Agreement between the Baldwin County Commission and the Town of Loxley for Area 200 Maintenance Crews to perform routine blading on the dirt portion (3.45 miles) of Truck Trail 17 that lies within Loxley town limits for a period of twenty-four months. The Town of Loxley will be billed quarterly for the actual cost of the work performed. *(This agreement shall be effective upon full execution and terminate after twenty-four months unless terminated by either party upon the delivery of a thirty (30) day notice of termination.)*

BACKGROUND INFORMATION

Previous Commission action/date: 08/02/2016

Background: 08/02/2016 - The County approved an Intergovernmental Service Agreement with the Town of Loxley for County crews to perform routine blading on the dirt portion of Truck Trail 17 that lies within Loxley town limits for a period of twenty-four months.

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: County Attorney currently reviewing.

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 have agreement executed by Chairman. Highway Department begin maintenance of the road when requested by Town of Loxley.

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

Contact:

Mayor Billy Middleton

Town of Loxley

P.O. Box 9

Loxley, Alabama 36551

Additional instructions/notes: N/A

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the Town of Loxley, Alabama (hereinafter “Town”), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and Town is an incorporated municipality of the State of Alabama; and

Whereas, County and Town are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively “control”) certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the Town Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and Town acknowledge and agree that the road listed below, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of Town, and is a road over which Town is responsible for and over which Town exercises control; and

Whereas, the Town has requested that the County assist the Town in its efforts to maintain the dirt road portion (3.45 miles) of Truck Trail 17 inside Loxley Town Limits, and the County agrees to perform routine blading, pursuant to the terms and conditions herein; and

Whereas, the Town agrees to remit to the County any and all actual costs for labor and equipment incurred by County in its performance of this Agreement; and

Whereas, County and Town now wish to enter into this Agreement to provide for the routine blading of the dirt road portion (3.45 miles) of Truck Trail 17 which is inside the Town’s jurisdiction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and Town 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. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the routine blading of the dirt road portion (3.45 miles) of Truck Trail 17 inside the corporate limits of the Town.
3. **Town Remains Owner of Right-of-Way:** The Town, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over Truck Trail 17 specifically identified and depicted on *Exhibit A* hereto. The County, however, obtains no rights, responsibilities or control for the subject right-of-way as a result of the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement.

4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.
6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
8. **Term:** The term of this Agreement shall be for twenty-four (24) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
9. **Services to be Performed by County:**
 - A. Perform routine blading of the dirt road portion (3.45 miles) of Truck Trail 17 when the County performs routine blading on the County's portion of Truck Trail 17.
 - B. Remit quarterly invoices to the Town for actual costs incurred.
Note: County cannot sell bid item materials to the Town.
10. **Services to be Performed by Town (the Project):**
 - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.
 - B. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.
 - C. Adjust and/or relocate all utilities for the project without cost to the County, if applicable.
 - D. Promptly remit payment within 30 days of the receipt of invoice for all actual labor costs incurred by the County.
 - E. Provide any materials necessary for the work.
11. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the Town shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To Town: Town of Loxley
P.O. Box 9
Loxley, AL 36551

To County: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

12. **Indemnity:** Town accepts the improvement, work, property, product and services of the County as a result of the Project in its “WHERE IS”, “AS IS”, condition and acknowledges that the County has made no representation or warranty to Town as to, and has no obligation for the condition of the improvements, work, property, product and services of the County. Town assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product and services of the County or Town. Town agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. Town for itself and Town Representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product and services of the County or otherwise.

Furthermore, Town shall defend, indemnify and hold County harmless from and against all demands, actions and claims of any description whatsoever, for property damage, personal injury (including death), actions in trespass and all other claimed loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for the Town against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or Town or in any way diminish any immunity, absolute or qualified, to which the County and Town are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and Town 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.
14. **Both Parties Contributed Equally to the Agreement.** 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, it being recognized that both County and Town have contributed substantially and materially to the preparation of this Agreement.

15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.
17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY

_____/_____
FRANK BURT, JR. / DATE
CHAIRMAN

ATTEST:

_____/_____
RONALD J. CINK / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that FRANK BURT, JR., and RONALD J. CINK, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

TOWN:

THE TOWN OF LOXLEY

_____/_____
Mayor Billy Middleton /Date

ATTEST:

_____/_____
Town Clerk /Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that BILLY MIDDLETON, and _____, whose names as Mayor and Town Clerk of TOWN OF LOXLEY, respectively, 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 this instrument, they executed the same voluntarily with full authority to do so for and as an act of the Town of Loxley, Alabama.

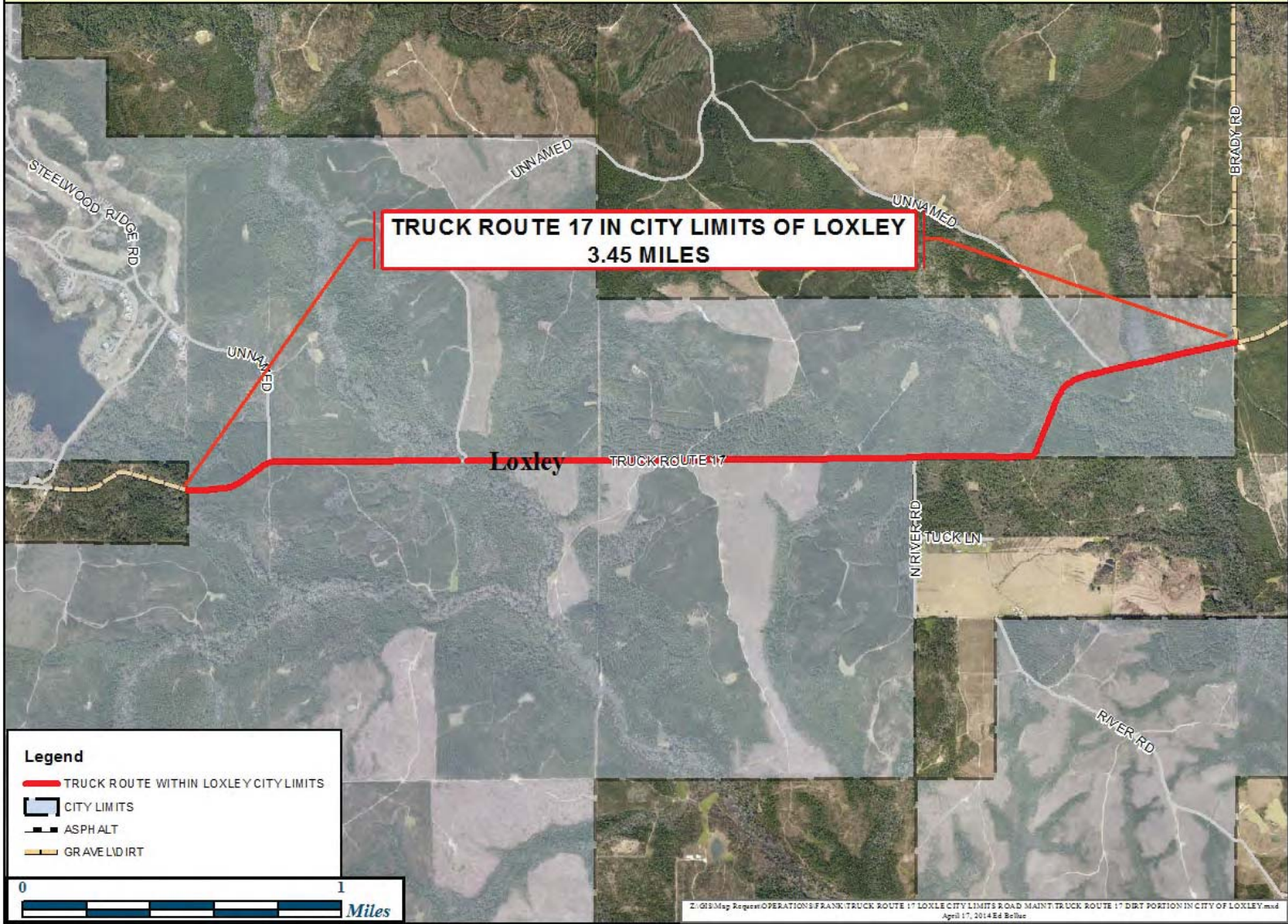
Given under my hand and official seal this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

TRUCK ROUTE 17-DIRT ROAD PORTION WITHIN LOXLEY CITY LIMITS

Exhibit A



TOWN OF LOXLEY

BILLY MIDDLETON, MAYOR

Town Clerk - Treasurer

Melissa Lawrence

Council Members

Richard Lee Wilson

Jeffrey T. Knight

Katherine Q. Breeden

Richard L. Teal

Kasey Childress

P.O. BOX 9

LOXLEY, ALABAMA 36551

OFFICE: (251) 964-5162

FAX: (251) 964-5371

April 5, 2018

Baldwin County Highway Department

Attn: Frank Lundy

P.O. Box 220

Silverhill, AL 36576

Dear Mr. Lundy:

I would like to request that the Intergovernmental Service Agreement between the Baldwin County Commission and the Town of Loxley, Alabama dated August 1, 2016, be extended for another two years. We would like for the County to continue to blade the dirt road portion of Truck Trail 17 inside the corporate limits of the Town once a month for twenty-four (24) months. I understand that the Town will be billed quarterly for all actual costs incurred by the County. Thank you for your help with this matter.

Sincerely,



Billy Middleton

Mayor



Baldwin County Commission

Agenda Action Form

File #: 18-0499, **Version:** 1

Item #: C4

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE

Morgantown Public Parking Access at Fort Morgan

STAFF RECOMMENDATION

Approve the Highway Department to install directional signs at the public beach parking access at Morgantown and discuss future improvements to the parking access.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Highway Department has received complaints from residents in the area regarding parking on right-of-way. This will be a solution to help with public parking.

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

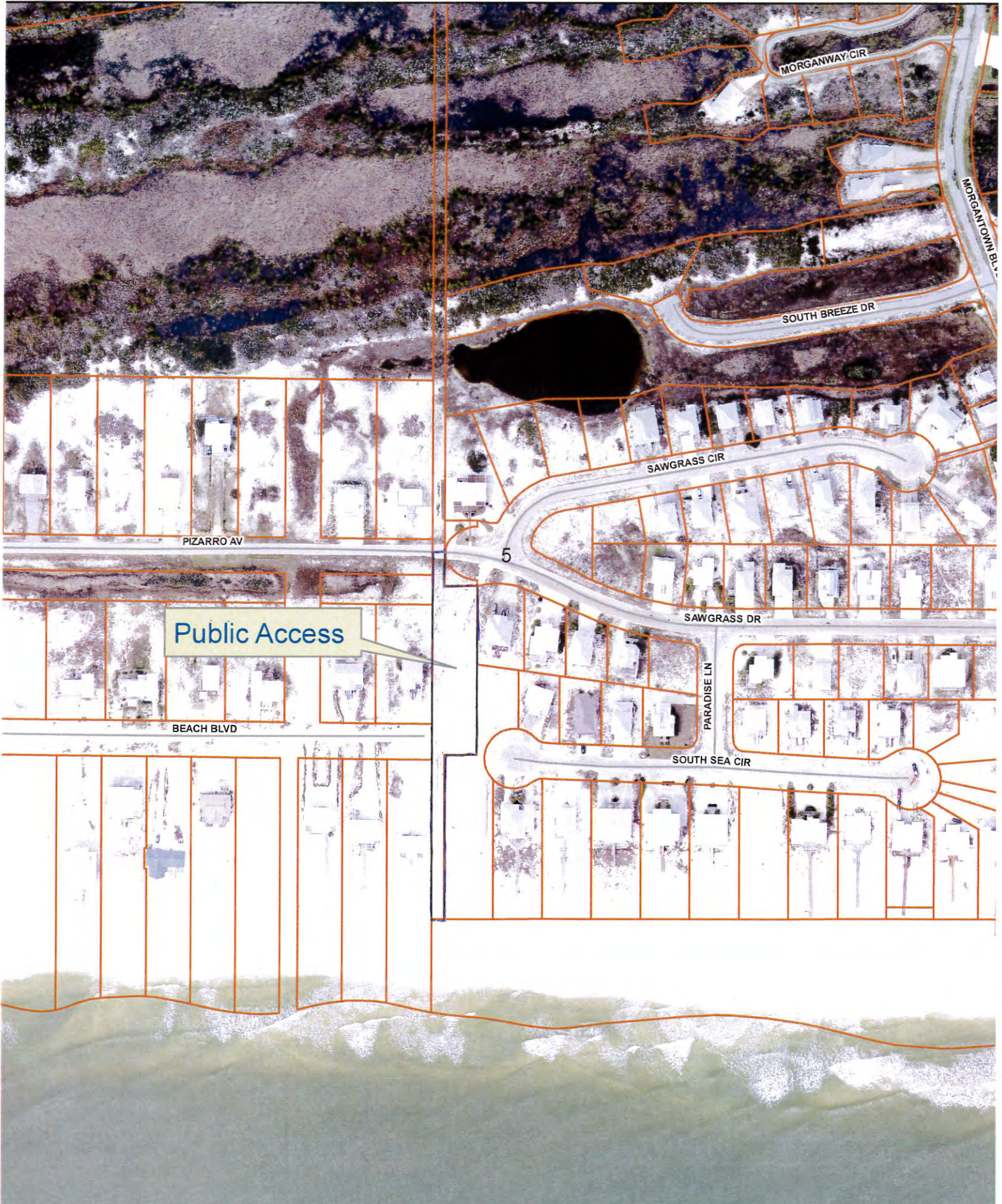
Individual(s) responsible for follow up: Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Highway Department install signs.

Additional instructions/notes: N/A



Morgantown Public Parking Access





Baldwin County Commission

Agenda Action Form

File #: 18-0446, **Version:** 1

Item #: C5

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: John Sedlack

ITEM TITLE

High Risk Rural Roads (HRRR) Safety Program Application - Guardrail and End Anchor Installation on Unshielded Bridge Ends - Letter of Intent

STAFF RECOMMENDATION

Approve sending a letter of intent to the Alabama Department of Transportation (ALDOT) for funding through the Fiscal Year 2019 High Risk Rural Roads (HRRR) Safety Program for guardrail and end anchor installation on unshielded bridge ends at the following locations:

County Road 87 over Styx River

Scrannage Road over Horseneck Creek

Hoyle Bryars Road over Interstate 65

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: ALDOT has requested applications for the FY19 HRRR Safety Program. This letter, along with the application attached, will be submitted for Baldwin County's proposed projects.

FINANCIAL IMPACT

Total cost of recommendation: \$19,000.00

Budget line item(s) to be used: FY19 Budget

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

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 Staff and Highway Department

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

Commission Staff have Chairman sign the Letter of Intent and return to the Highway Department.
John Sedlack to submit application to ALDOT by August 1, 2018.

Contact:

Mr. D.E. Phillips, Jr., P.E.

Local Transportation Bureau Chief

Alabama Department of Transportation

1409 Coliseum Blvd. Room D-101

Montgomery, Alabama 36110-2060

Additional instructions/notes: N/A

June 20, 2018

Mr. D.E. Phillips, Jr., P.E.
Local Transportation Bureau Chief
Alabama Department of Transportation
1409 Coliseum Blvd. Room D-101
Montgomery, AL 36110-2060

Dear Sir:

Re: Project No. TBD
County Project No. TBD
HRRR Guardrail and End Anchor Installation
At Various County Locations (3 Sites)
Baldwin County

This is to advise you of the Baldwin County Commission's intent to apply for Federal funds for the installation of guardrail and end anchors for the above referenced project.

It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Sincerely,

Frank Burt Jr., Chairman
Baldwin County Commission

FB/js
HRRR PROGRAM APPLICATION
LOCATION MAPS ATTACHED
cc: Joey Nunnally, P.E. County Engineer
Matthew S. Brown, P.E. Design Engineer
File



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*

June 20, 2018

Mr. D.E. Phillips, Jr., P.E.
Local Transportation Bureau Chief
Alabama Department of Transportation
1409 Coliseum Blvd.
Montgomery AL, 36130

Re:
FY 2019 High Risk Rural Roads Program Application
Baldwin County

Dear Sir:

Please find the attached application information for the FY 2019 High Risk Rural Roads Program for Baldwin County.

Thank you for your consideration with this matter.

If you need any additional information, please contact Mr. Matthew S. Brown P.E.
at 251-970-4055, or at msbrown@baldwincountyal.gov.

Sincerely,

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

JN/js

Cc; File

Matthew S. Brown P.E. Baldwin County Design Engineer

Thomas W. Goodman Jr., P.E. County Transportation Engineer – Mobile SW Region Office

Project Locations and Proposed Improvements: (maps attached)

County Road 87 Bridge over Styx River – Replace existing bridge rail and install end anchors.

Scranage Road Bridge over Horseneck Creek – Replace existing bridge rail and install end anchors.

Hoyle Bryars Road over I-65 – Install end anchors.

Project Site Estimates: (Detail Estimates Attached)

County Road 87 Bridge over Styx River – \$108,485.00

Scranage Road Bridge over Horseneck Creek – \$36,265.00

Hoyle Bryars Road over I-65 – \$40,120.00

Project Total: \$184,870.00

Summary of CARE Data:

There are no crashes reported in CARE at any of the proposed locations.

Roadway Classification:

County Road 87 Bridge over Styx River – 5 Major Collector

Scranage Road Bridge over Horseneck Creek – 7 Local Road

Hoyle Bryars Road over I-65 – 7 Local Road

Bin No's. and Sufficiency Rating:

County Road 87 Bridge over Styx River – BIN# 007773 Suf. Rtg. 67.20

Scranage Road Bridge over Horseneck Creek – BIN# 011359 Suf. Rtg. 74.50

Hoyle Bryars Road over I-65 – BIN# 008564 Suf. Rtg.

Traffic Counts:

County Road 87 Bridge over Styx River – TBD

Scranage Road Bridge over Horseneck Creek – TBD

Hoyle Bryars Road over I-65 – TBD

SITE # 1 C.R. 87 OVER STYX RIVER					
BIN 007773					
Prepared 6/18/2018					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE DOLLARS	TOTAL
206D-001	Removing Guardrail	Linear Foot	1350	\$3.50	\$4,725.00
206E-008	Removing Guardrail End Anchors (All Types)	Each	4	\$250.00	\$1,000.00
600A-000	Mobilization	LS	1	\$1,000.00	\$1,000.00
630A-001	Steel Beam Guardrail, Class A Type 2	Linear Foot	150	\$27.50	\$4,125.00
630A-004	Steel Beam Guardrail, Class B Type 2	Linear Foot	1256	\$50.00	\$62,800.00
630C-022	Guardrail End Anchor, Type Special	Each	4	\$3,000.00	\$12,000.00
630C-050	Guardrail End Anchor, Type 20	Each	4	\$2,500.00	\$10,000.00
654A-001	Solid Sodding (Bermuda)	Square Yard	750	\$4.78	\$3,585.00
665J-002	Silt Fence	Linear Foot	800	\$5.00	\$4,000.00
665O-001	Silt Fence Removal	Linear Foot	800	\$1.00	\$800.00
680A-001	Geometric Controls	LS	1	\$500.00	\$500.00
740B-000	Construction Signs	SQ FT	120	\$15.00	\$1,800.00
740D-000	Channelizing Drums	Each	50	\$30.00	\$1,500.00
740E-000	Cones (36 Inches High).	Each	50	\$10.00	\$500.00
740M-001	Ballast For Cone	Each	50	\$3.00	\$150.00
				SUBTOTAL	\$108,485.00
SITE # 2 SCRANAGE RD OVER HORSENECK CREEK					
BIN 011359					
Prepared 6/18/2018					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE DOLLARS	TOTAL
206D-001	Removing Guardrail	Linear Foot	120	\$3.50	\$420.00
206E-008	Removing Guardrail End Anchors (All Types)	Each	0	\$250.00	\$0.00
600A-000	Mobilization	LS	1	\$1,000.00	\$1,000.00
630A-001	Steel Beam Guardrail, Class A Type 2	Linear Foot	0	\$27.50	\$0.00
630A-004	Steel Beam Guardrail, Class B Type 2	Linear Foot	96	\$50.00	\$4,800.00
630C-022	Guardrail End Anchor, Type Special	Each	4	\$3,000.00	\$12,000.00
630C-050	Guardrail End Anchor, Type 20	Each	4	\$2,500.00	\$10,000.00
654A-001	Solid Sodding (Bermuda)	Square Yard	250	\$4.78	\$1,195.00
665J-002	Silt Fence	Linear Foot	400	\$5.00	\$2,000.00
665O-001	Silt Fence Removal	Linear Foot	400	\$1.00	\$400.00
680A-001	Geometric Controls	LS	1	\$500.00	\$500.00
740B-000	Construction Signs	SQ FT	120	\$15.00	\$1,800.00
740D-000	Channelizing Drums	Each	50	\$30.00	\$1,500.00
740E-000	Cones (36 Inches High).	Each	50	\$10.00	\$500.00
740M-001	Ballast For Cone	Each	50	\$3.00	\$150.00
				SUBTOTAL	\$36,265.00
SITE # 3 HOYLE BRYARS RD OVER I-65					
BIN 008564					
Prepared 6/18/2018					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE DOLLARS	TOTAL
206D-001	Removing Guardrail	Linear Foot	380	\$3.50	\$1,330.00
206E-008	Removing Guardrail End Anchors (All Types)	Each	4	\$250.00	\$1,000.00
600A-000	Mobilization	LS	1	\$1,000.00	\$1,000.00
630A-001	Steel Beam Guardrail, Class A Type 2	Linear Foot	180	\$27.50	\$4,950.00
630C-022	Guardrail End Anchor, Type Special	Each	4	\$3,000.00	\$12,000.00
630C-050	Guardrail End Anchor, Type 20	Each	4	\$2,500.00	\$10,000.00
654A-001	Solid Sodding (Bermuda)	Square Yard	500	\$4.78	\$2,390.00
665J-002	Silt Fence	Linear Foot	500	\$5.00	\$2,500.00
665O-001	Silt Fence Removal	Linear Foot	500	\$1.00	\$500.00
680A-001	Geometric Controls	LS	1	\$500.00	\$500.00
740B-000	Construction Signs	SQ FT	120	\$15.00	\$1,800.00
740D-000	Channelizing Drums	Each	50	\$30.00	\$1,500.00
740E-000	Cones (36 Inches High).	Each	50	\$10.00	\$500.00
740M-001	Ballast For Cone	Each	50	\$3.00	\$150.00
				SUBTOTAL	\$40,120.00
				PROJECT TOTAL =	\$184,870.00



CR - 87 NE



CR - 87 NW



CR - 87 SW



CR - 87 SE



SCRANAGE RD NW



SCRANAGE RD NE



SCRANAGE RD SE



SCRANAGE RD SW



HOYLE BRYARS RD NE



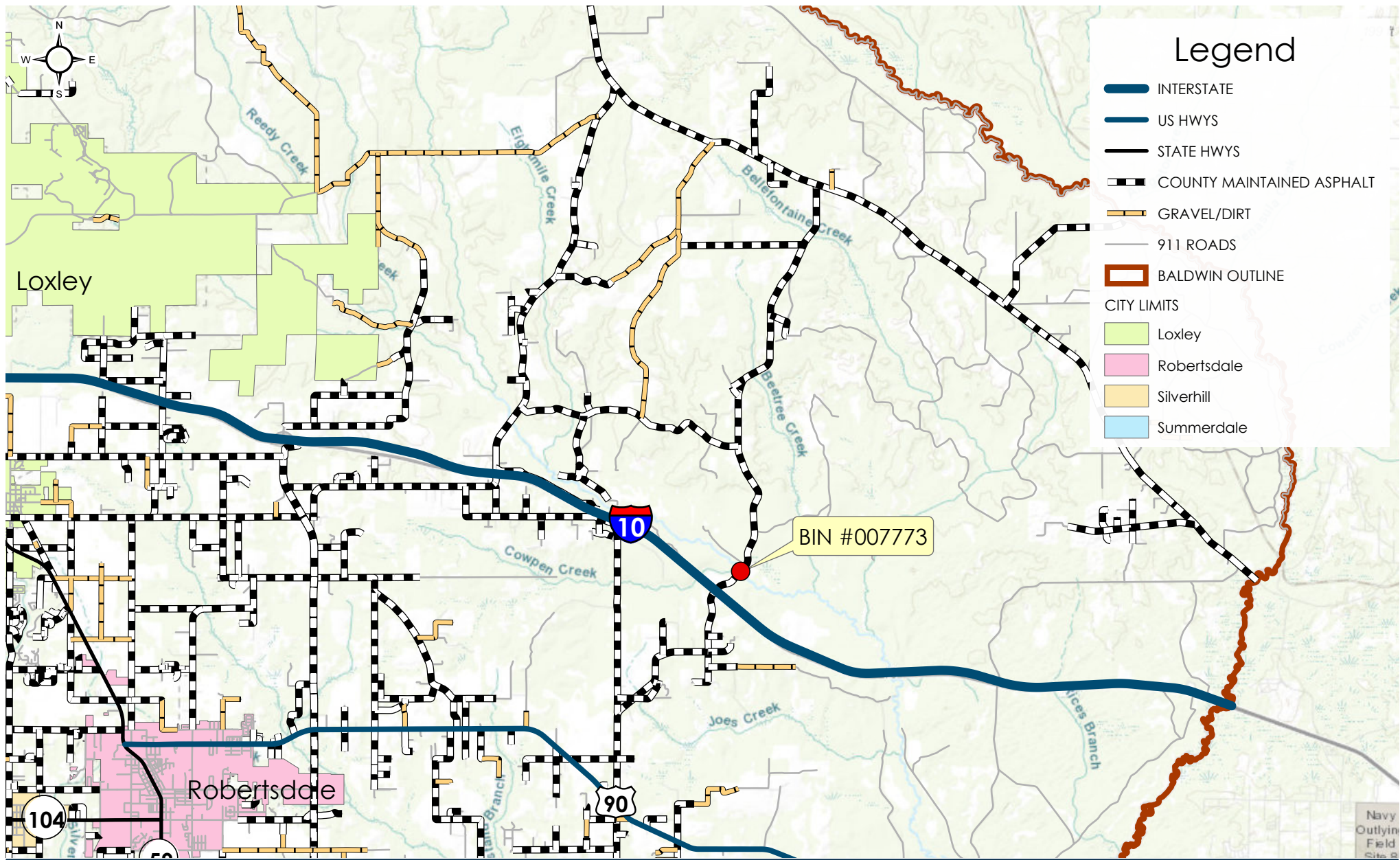
HOYLE BRYARS RD NW



HOYLE BRYARS RD SE



HOYLE BRYARS RD SW

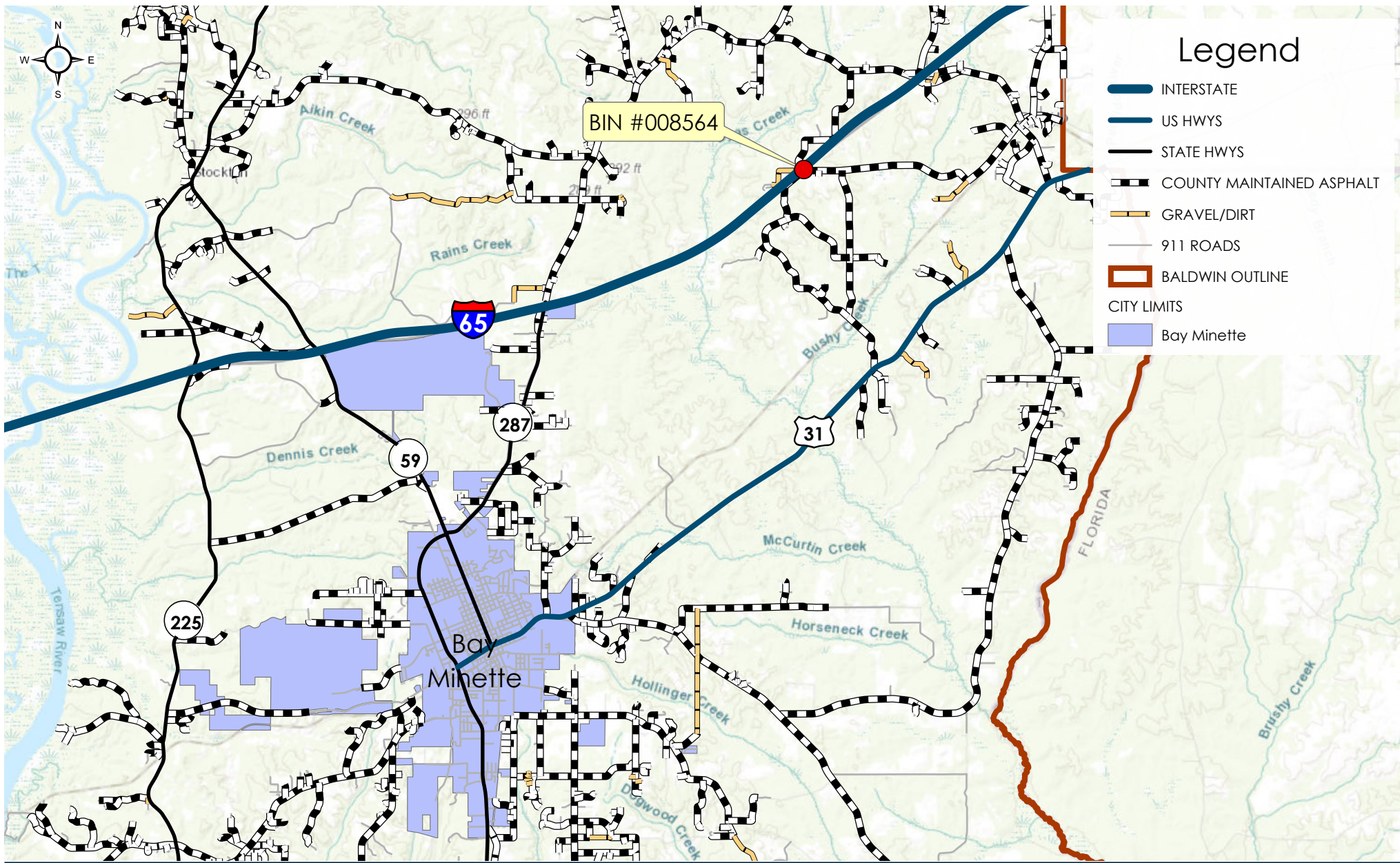


County Rd 87 Bridge over Styx River

Guardrail Replacement - BIN #007773

Baldwin County
Highway Department 2018





Hoyle Bryars Rd over I-65

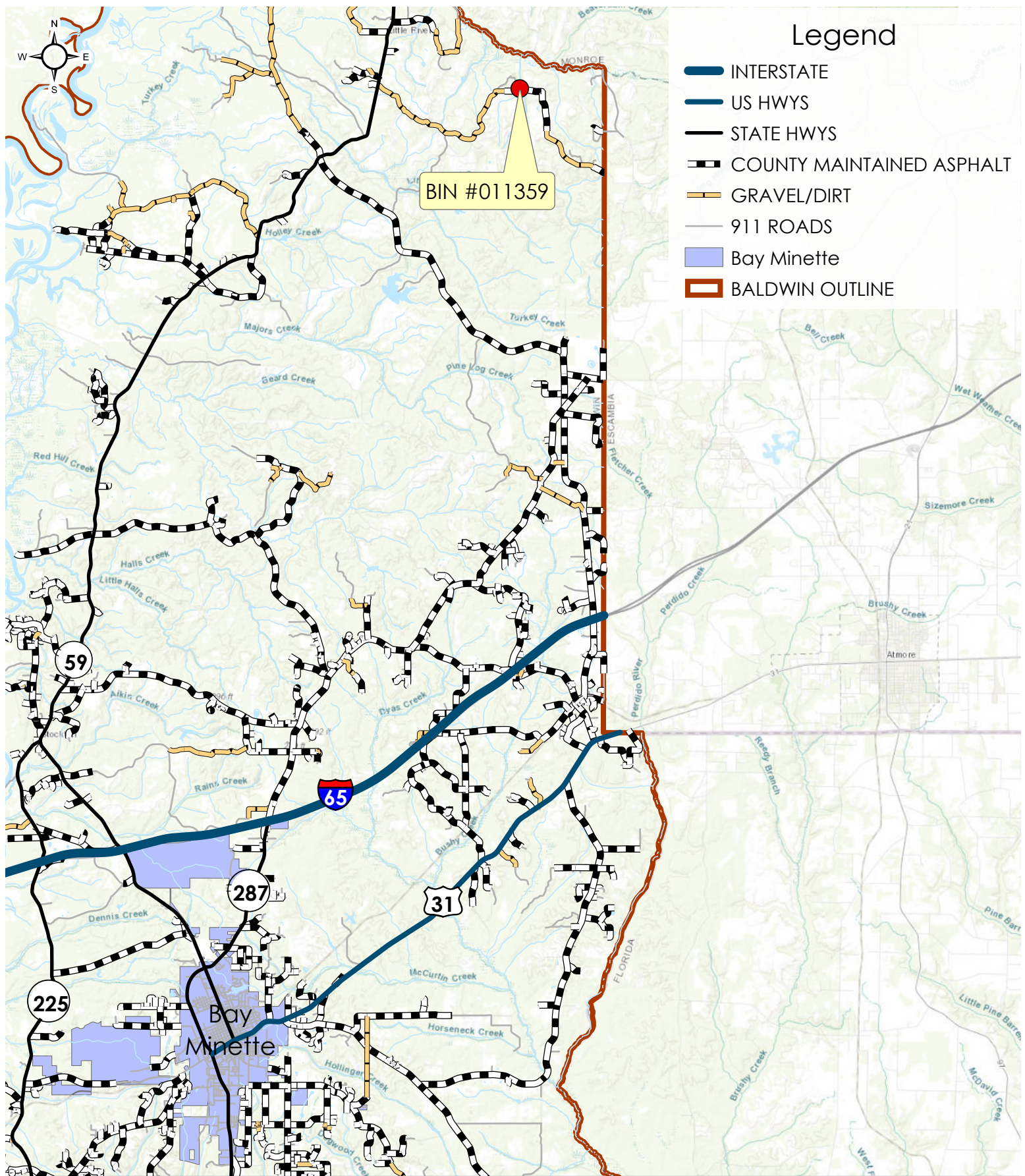
Guardrail Replacement - BIN #008564

Baldwin County
Highway Department 2018



0

8.5 Miles



Scranage Rd Bridge over Horseneck Creek

Guardrail Replacement - BIN #011359

Baldwin County
Highway Department 2018



Baldwin County Commission

Agenda Action Form

File #: 18-0497, **Version:** 1

Item #: C6

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE

Highway Department - GovDeals.com Internet Auction

STAFF RECOMMENDATION

Approve the Highway Department, through the Clerk/Treasurer, to sell equipment via GovDeals.com internet auction.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Highway Department equipment list will be completed by the 6/26/2019 work session.

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: Accounting Department, Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Accounting Department to coordinate the auction of equipment. Highway Department to provide information as needed.

Additional instructions/notes: N/A

Equipment List (Forthcoming)



Baldwin County Commission

Agenda Action Form

File #: 18-0496, **Version:** 1

Item #: E1

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Terri Graham

ITEM TITLE

Fort Morgan Garbage Pickup Schedule

STAFF RECOMMENDATION

For Discussion:

Baldwin County Solid Waste garbage pick-up in the Fort Morgan area between the months of March and September.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Citizens and tourist in the Fort Morgan area continually complain about the garbage collection schedule on Fort Morgan during the summer months. The Solid Waste Director would like to discuss other options to our current collection schedule during peak season.

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



Baldwin County Commission

Agenda Action Form

File #: 18-0404, **Version:** 1

Item #: E2

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

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

STAFF RECOMMENDATION

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$757.25.

BACKGROUND INFORMATION

Previous Commission action/date: Yes

Background:

Date: 10/17/2017 - Commission approved to write off \$501.50 of uncollectible residential garbage accounts.

Date: 11/12/2017 - Commission approved to write off \$1,228.95 of uncollectible residential garbage accounts.

Date: 12/19/2017 - Commission approved to write off \$981.02 of uncollectible residential garbage accounts.

Date: 01/18/2018 - Commission approved to write off \$1,241.90 of uncollectible residential garbage accounts.

Date: 02/14/2018 - Commission approved to write off \$1,326.23 of uncollectible residential garbage accounts.

Date: 03/20/2018 - Commission approved to write off \$123.80 of uncollectible residential garbage accounts.

Date: 04/17/2018 - Commission approved to write off \$905.65 of uncollectible residential garbage accounts.

Date: 05/15/2018 - Commission approved to write off \$1,833.65 of uncollectible residential garbage accounts.

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, a Notice of Show Cause Hearing is mailed immediately.
3. If account remains delinquent, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

FINANCIAL IMPACT

Total cost of recommendation: Yes

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
June 2018

BillToName	BillToCity	BillToState	Reason	Service Fees	Late Fees	BalanceTotal	DA Letter	Cert SC	Summons
Back, Joshua Alexander	Loxley	AL	Unable to Locate	\$ 96.00	\$ -	\$96.00	X	X	
Booth, Whitney	Robertsdale	AL	Unable to Locate	\$ 78.00	\$ -	\$78.00	X	X	
Crenshaw, Stacy D. & Ricky L.	Spanish Fort	AL	Unable to Locate	\$ 46.00	\$ 20.00	\$66.00	X	X	
French, Sharon	Loxley	AL	Unable to Locate	\$ 44.85	\$ -	\$44.85	X	X	X
Mahon, Daniel	Pensacola	FL	Out of State	\$ 32.00	\$ -	\$32.00	X	X	
Meadows, Angela L. & Daniel	Pensacola	FL	Out of State	\$ 48.00	\$ -	\$48.00	X	X	X
Mobley, Lester & Mattie	Daphne	AL	Unable to Locate	\$ 39.25	\$ 20.00	\$59.25	X	X	
Simmons, Jennifer	Stapleton	AL	Out of State - Per Deputy	\$ 125.30	\$ -	\$125.30		X	X
Stone, Denise L.	Corpus Christi	TX	Out of State	\$ 144.00	\$ -	\$144.00	X	X	
Wiggins, Tasha	Springfield	OH	Out of State	\$ 43.85	\$ 20.00	\$63.85		X	
						<u><u>757.25</u></u>			



Baldwin County Commission

Agenda Action Form

File #: 18-0293, **Version:** 1

Item #: H1

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

B. Taylor Rider, BRATS Director of Transportation

Submitted by: Chandra Middleton, Assistant Director of Transportation

ITEM TITLE

Submission of Fiscal Year 2019 Section 5307 Urbanized Public Transportation Grant

STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2018-088 authorizing the Baldwin County Commission to commit \$133,122.24 as local non-federal match for operations, planning, and capital expenditures under the Section 5307 Non-Urbanized Area Public Transportation Program during Fiscal Year 2019; and
- 2) Adopt Resolution #2018-089 authorizing the execution and submittal of a Fiscal Year 2019 Section 5307 Grant Application to the Alabama Department of Transportation (ALDOT) relating to public transportation; and
- 3) Authorize the Chairman to sign the application and any related documents, any related award documents, and any related reporting documents; and
- 4) Authorize Baldwin Regional Area Transit System (BRATS) staff to submit the Fiscal Year 2019 Section 5307 agreement to ALDOT.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: BRATS qualifies to receive annual Section 5307 grant funding from the Federal Transit Administration, which passes through ALDOT. The funds are used to provide mass public transportation to the citizens and visitors of Baldwin County. The Fiscal Year 2019 request for federal assistance is \$127,142.24 and the local match requirement is \$133,122.24 which will be included as part of the Fiscal Year 2019 BRATS's Budget. These federal funds are 80% of Capital and Planning Cost and 50% of Operational cost. A Public Hearing has been advertised for and held on June 7, 2018 at 9:00 a.m. in the Baldwin County Commission Chambers in Bay Minette, to allow for

comments on the proposed transportation service.

The application deadline is July 5, 2018. BRATS staff has submitted an unsigned copy of the application to ALDOT and if approved, the signed original application will be overnighted to ALDOT on July 3, 2018.

The final grant application is/contains proprietary information, so it is marked confidential.

FINANCIAL IMPACT

Total cost of recommendation: \$260,264.47 with \$127,142.24 offset by 5307 Grant Revenue, \$40,180.00 offset by Farebox Revenue, \$27,472.79 offset by Contract Revenue Resulting in \$65,469.45 in Local Match

Budget line item(s) to be used: Fiscal Year 2019 Budget

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: Deadline date of July 5, 2018

Individual(s) responsible for follow up: Administration staff and BRATS staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration to print letters on letterhead and obtain the Chairman and Administrator's signatures

where appropriate, provide the county seal and forward original document to BRATS staff. BRATS Staff will attach legal affidavit and ensure document order and completion for overnight submittal of the original grant documents to ALDOT. BRATS staff will manage grant once ALDOT approves agreement, implement grant and request reimbursement.

1. Fiscal Year 2019 Urbanized Transit Program Application Letter
2. ADA Update & Certification Form
3. Local Match Commitment Letter
4. Local Match Certification Letter
5. Authorization Resolution 2018-088
6. Authorizing Resolution 2018-08

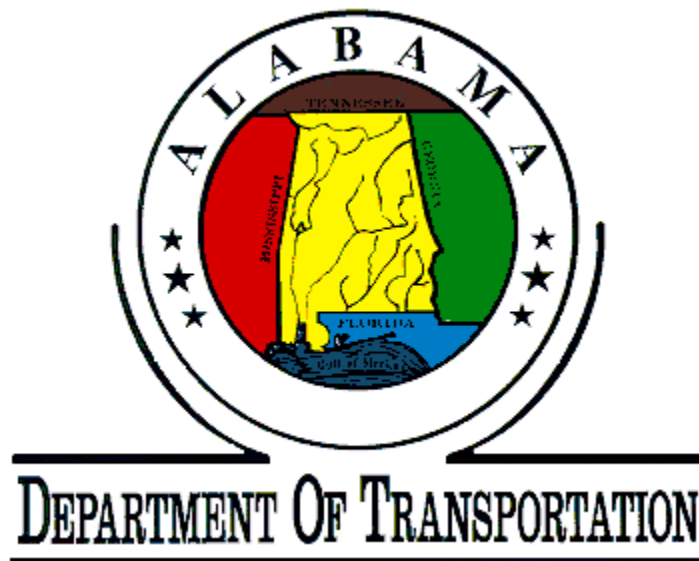
Address letters to the attention of:

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110

Additional instructions/notes: Mr. Taylor Rider will pick up for overnight processing. Pages which require Commissioner signature are 11, 19, 28, 29, 30 & 56

**ALABAMA DEPARTMENT OF TRANSPORTATION
LOCAL TRANSPORTATION BUREAU
Public Transit Section**

**FEDERAL TRANSIT ADMINISTRATION
FEDERAL FISCAL YEAR 2019
SECTION 5307 APPLICATION AND GUIDELINES
*(Includes Job Access and Reverse Commute)***



Dissemination Date: May 24, 2018
Due Date: July 5, 2018

INSTRUCTIONS

1 INTRODUCTION

This application package contains information and application forms for the **Federal Transit Administration (FTA) Section 5307 Public Transportation Program**. The Alabama Department of Transportation (ALDOT) administers the Section 5307 public transportation program for the FTA in urbanized areas in Alabama with populations below 200,000, unless otherwise specified. Federal urban transit program funds are provided to eligible applicants following submission and approval of a grant application.

1.1 Required Exhibits

The Section 5307 program application comprises several narrative exhibits. These exhibits are described in detail in the following pages. The required exhibits in the application must appear in the order listed on the [Checklist](#) (see [Section 1.4](#) for details). Examples of several of the required exhibits are found in the application package. You may use the blank forms included with this application to aid in developing the required exhibits.

1.2 General Program Information and Requirements

Applicants are encouraged to review the most current *State Management Plan* at <https://www.dot.state.al.us/ltweb/transit/index.html> and visit the FTA Website at <https://www.transit.dot.gov/> to access current circulars and review the most current Master Agreement and other pertinent documents relating to the Section 5307 public transportation program before proceeding.

Applications must be for eligible services, eligible service areas, eligible recipients, and eligible expenses, and must be properly matched. Applicants must also assure compliance with conditions placed on recipients of federal funds.

The Section 5307 Program permits required match to be derived from other unrestricted federal funds. Contract revenues from social service agencies may also be used as local match in the Section 5307 Program. Non-cash items such as donations of goods and services, volunteered services or in-kind contributions are eligible as local match for project expenses only if the value of each is formally documented and supported. Recipients may use funds from other Federal agencies (non-DOT) for the entire local match if the other agencies make the funds available to the recipient for the purposes of the project. **FTA funds cannot be used as match for Section 5307 program funds.** Even though funds may be available to urban transit providers through third party transportation service agreements with state agencies, local social service agencies and/or private social service organizations, FTA funds may not be used as match because they are derived from other DOT programs. Such funds may, however, be treated as farebox revenue.

1.3 Job Access and Reverse Commute (JARC) Activities

MAP-21 created a new eligible project category for “job access and reverse commute projects” under Section 5307. This category includes all types of projects that were formerly eligible under the Section 5316 Job Access and Reverse Commute (JARC) Program. Examples of eligible projects are listed below. There is no requirement or limit to the amount of Section 5307 funds that can be used for these projects. As a result of the passage of MAP-21, activities formerly listed as

eligible under the JARC Program will now be listed in the expanded list of eligible activities under Section 5307 and also under Section 5311.

Unexpended JARC Section 5316 Funds: ALDOT will continue to sub-allocate unexpended JARC funds authorized under SAFETEA-LU for eligible projects until they are exhausted.

A job access and reverse commute project is defined as:

“a transportation project to finance the planning, capital and operating costs that support the development and maintenance of transportation services designed to transport welfare recipients and eligible low income individuals to and from jobs and activities related to their employment, including transportation projects that facilitate the provision of public transportation services from urbanized areas and rural areas to suburban employment locations.”

Requests by eligible subrecipients for Section 5307 program funds to support JARC activities as administered by ALDOT will be considered on a case-by-case basis. In order for a job access and reverse commute proposal to be considered, projects must document that they meet the following requirements:

- Existing Services. Eligible job access and reverse commute projects must provide for the maintenance of eligible job access and reverse commute services. Recipients may not reclassify existing public transportation services that have not received funding under the former Section 5316 program as job access and reverse commute services in order to qualify for operating assistance. In order to be eligible as a job access and reverse commute project, a proposed project must qualify as a “maintenance project” as follows:
 - (a) Maintenance Projects: “Maintenance of transportation services” means projects that continue and maintain job access and reverse commute projects and services that received funding under the former Section 5316 program.
- Existing Reverse Commute Projects. Reverse commute projects are a category of job access and reverse commute projects that provide transportation services from urbanized and rural areas to suburban employment locations. Generally, these services increase the capacity of public transportation services operating in the reverse direction of existing peak services. Reverse commute projects may only qualify as job access and reverse commute projects under Section 5307 if they meet all other requirements, including having been designed to transport welfare recipients and eligible low-income individuals to and from jobs and employment related activities.

Applicants are encouraged to submit projects that meet the transportation needs to and from employment and also advance the principles of human services-transit coordination.

Examples include:

- Late-night and weekend service.
- Transit-related aspects of bicycling (i.e., adding bicycle racks to vehicles to support individuals that may use this mode for a portion of their commute).
- Intelligent Transportation System (ITS) and other forms of technology to help plan and operate coordinated systems i.e., Geographic Information Systems mapping, Global

Position System technology, coordinated vehicle scheduling, dispatching, and systems to help track costs and billing.

- Supporting mobility management and coordination programs among public transportation providers and other human service agencies. Mobility management activities may include:

- 1) The promotion, enhancement, and facilitation of access to transportation services, including the integration and coordination of services for individuals with disabilities, older adults, and low-income individuals.
- 2) Support for short term management activities to plan and implement coordinated services.
- 3) The support of state and local coordination policy bodies and councils.
- 4) The operation of transportation brokerages to coordinate providers, funding agencies and customers.
- 5) The provision of coordinated services, including the customer-oriented travel navigator systems and neighborhood travel coordination activities of the employer-oriented transportation management organizations and human service organizations.
- 6) The development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among support programs.

Ineligible: Ineligible activities include, but are not limited to, gasoline vouchers.

MAP-21 and the FAST Act Eligible existing JARC activities will be considered on a case-by-case basis during the annual application process. The advertised Program of Projects (POP) must separately identify all JARC projects. The budget submitted by the subrecipient through the application process shall define the JARC category and amount of funds the subrecipient wishes to receive. Any variation shall require prior approval from ALDOT.

1.3.1 JARC BUDGET

Budget: Eligible existing JARC activities will be considered on a case-by-case basis during the annual application process. The budget submitted by the subrecipient through the application process shall define the category and amount of funds the subrecipient wishes to receive.

1.3.2 JARC PUBLIC NOTICE

The advertised Program of Projects (POP) must separately identify all JARC projects. **The Public Hearing Notice will include a brief description of any Job Access and Reverse Commute (JARC) activities included in the Section 5307 Application.**

1.4 General Instructions and Format of the Application

The forms and required exhibits included in this package provide the Alabama Department of Transportation with the information necessary to select projects and to ensure compliance with State and Federal requirements. The required submissions must be complete and correct. Applicants should be aware that there are severe penalties and sanctions for furnishing false information in order to obtain federal grants.

* **Completed Checklist Is Required:** The completed application package must be submitted in the order listed on the **Checklist**. One original application must be securely clipped (**no binders or dividers, please**) and submitted to the Alabama Department of Transportation's Local Transportation Bureau. On the **Checklist**, enter the page number corresponding to each Exhibit and return the **Checklist** with your application to ensure all Exhibits are included in the correct order. The completed **Checklist** will be placed at the front of the Application (before **Exhibit 1**).

* **Application Format:** Do not staple or insert into a hard-bound notebook. Use a clip or rubber band to attach pages together. The reviewer must be able to easily copy and use each Exhibit as needed.

* **Pagination / Text on One Side of Paper Only:** All pages should be on 8.5" x 11" inch paper. Number all pages consecutively in whole numbers (example: 1, 2, 3, etc.). Text on one side of the paper is the only acceptable format. The reviewer must be able to easily copy and use each Exhibit as needed.

* **Public Hearing:** A Public Hearing is required (see **Exhibit 5** for details).

* **Signatures:** Information should be typed and signed in the appropriate areas. All signatures must be the originals of the authorized official for the applicant organization or agency (for example, mayor, county commission chairman, or executive director).

1.5 Application Due Date

Applications must be received at the ALDOT Local Transportation Bureau no later than **July 5, 2018**.

Fiscal Year 2019 Section 5307 Application Checklist

Application Deadline: **July 5, 2018**

Applicant: _____

Exhibit	Required Application Documents	Page No.
1	Section 5307 Current Data Sheet	
2	5307 Application Letter	
3	Current System and Project Description Form 3.1. General description of the service area (a) Service area population (b) Brief History of System (c) Mission Statement (d) Current Year Goals and Objectives 3.2. General Description of applicant and subcontractors and copy of organizational chart(s) 3.3. General description of proposed transportation service (a) Hours and days of operation including ADA paratransit service scheduling, if applicable (b) Number of project vehicles in operation (c) Number of back-up vehicles (d) Eligible users of service (e) Service changes from previous year (f) Planned system changes for the coming year 3.4. Current fare structure, including Elderly, Disabled, and/or ADA Complementary Paratransit services (a) Description of fare eligibility process and support documentation, if applicable (b) Date of last fare increase (c) Planned fare increases 3.5. Copy of system brochure 3.6. Describe efforts to market or promote system 3.7. Describe your method of implementing and announcing service changes and fare Increases 3.8. Describe coordination efforts 3.9. Safety, Security and Emergency Preparedness Plan (SSEPP) updates as applicable 3.10. Transit Security Planned Expenditures 3.11. Americans with Disabilities Act Compliance Documentation (a) Copy of current ADA Complementary Paratransit Plan, if applicable (b) Annual ADA Update and Certification Form	

Fiscal Year 2019 Section 5307 Application Checklist (continued)

Applicant: _____

Place completed "Checklist" in front of Exhibit 1

Exhibit	Required Application Documents	Page No.
4	Program of Projects and Budgets Program of Projects	
	Line Item Budget and Source of Budget Funds Sheet (Operations)	
	Line Item Budget and Source of Budget Funds Sheet (Capital and Preventive Maintenance)	
	Section 5307 Vehicle Request Budget Form	
	Local Match Commitment Letter and/or Local Match Certification	
	Resolution Authorizing Local Matching Funds	
	Approved Indirect Cost Rate Proposal, if applicable	
5	Public Participation Requirements Public hearing documentation from the most recent TIP Process	
	Notarized statement verifying publication (publisher's affidavit)	
	Copy of the notice as it appeared in the newspaper	
	Summary or transcript of the hearing signed by an official of the transit system	
	Copy of TIP pages showing projects	
6	Capital / Planning Program Requirements Project Implementation Schedule	
	Fleet Classification Form	
	Vehicle Inventory Form	
	Fleet Replacement Form	
	Vehicle Profile Sheet	
	Non-Expendable Equipment Inventory Form	
7	Complaint and Bid Protest Procedures "Complaint Policy and Procedures" (addresses complaints within and without the organization [(excluding Title VI)])	
	"Bid Protest Procedures"	
8	Authorizing Resolution	
9	Job Access and Reverse Commute (JARC) Part I: JARC Applicant Overview	
	Part II: JARC Project Narrative	
	Part III: JARC Project Budget for FY-2019	
	Operating Budget	
	Planning and Capital Budget	
	Section 5316 / 5307 Vehicle Request Budget Form	
	Mobility Management Budget	
Appendix	Charter Service Information (Provided as Information Only). <u>This is not a Required Exhibit.</u>	

EXHIBITS

EXHIBIT 1 – Section 5307 Current Data Sheet

The current data sheet provides agency contact and general project information. Complete instructions and required form follow:

INSTRUCTIONS

- 1: Fill in grant applicant name and address
- 2: Fill in date of application and agency profile information
- 3: Indicate any providers or subcontractors, other than applicant, that will receive funds from this application
- 4: List the area(s) and congressional district(s) to be served by the project
- 5: List service area population (numbers only)
- 6: List hours and days of operation
- 7: Complete the Funding Summary (round to **whole dollars**)

Exhibit 1: Section 5307 Current Data Sheet
(Do Not Include JARC Information on This Exhibit)

ALABAMA URBANIZED AREA PUBLIC TRANSPORTATION PROGRAM
FISCAL YEAR 2019

1. Name and Address of Applicant	2. Date: Contact Person: Telephone : Fax : E-Mail Address:
3. Names of Subcontractors	4. Area To Be Served By Project and Congressional District
5. Service Area Population (numbers only)	6. Hours and Days of Operation

7. Funding Summary (*Whole Numbers Only*):

Budget Items	A. Federal	B. Local	C. Farebox	D. Other	E. Total
1. Operating					
2. Planning					
3. Capital (including approved sub- categories)					
4. Total					

EXHIBIT 2 – 5307 Application Letter

This letter must state that the grant applicant is applying for public transportation operating, planning, and/or capital assistance (including preventive maintenance) in accordance with Federal Transit Laws, as codified, 49 USC Section 5307, Financial Assistance for urbanized areas. It must also contain the following information:

- * State amount of urban transit (Federal) funds requested
- * [Sample Letter's Paragraph 2, Sentence 1](#), will state the amount of Local Assistance ([including Farebox](#)) to be used as Non-Federal match.
- * Include applicant's statement that to the best of its knowledge, all the information contained within the application is true and correct
- * State name of principal contact person and telephone number.
- * Include signature of the person designated by the applicant's governing body to be responsible for administration of the grant.

This letter (on applicant's letterhead) must be addressed to:

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110

A sample application letter follows.

Sample Section 5307 Application Letter
(Place on Applicant's Letterhead)

Date

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110

Dear Mr. Phillips:

FY-2019 Section 5307 TRANSIT PROGRAM APPLICATION

The **(Applicant)** is hereby applying for a Section 5307 **(operating/planning/capital)** grant under 49 USC Section 5307, to assist in the operation of the **(Name)** Public Transit System for the period covering **October 1, 2018 to September 30, 2019**. The project application has been reviewed and approved by the **(applicant's governing authority)**. The requested amount of Federal assistance is as follows:

Federal Operating Assistance:	\$ _____
Federal Planning Assistance:	\$ _____
Federal Capital Assistance:	\$ _____

Local assistance in the amount of \$ _____ will be used as the non-federal match. The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial, and technical capacity to carry out the proposed project. If you have questions or need further information, please contact **(principal contact)** at (____) **(telephone number)**.

Respectfully,

Signature of Designated Official
Title

EXHIBIT 3 - Current System and Project Description Form

Complete the **Current System and Project Description Form**. Each section must reflect complete and accurate information for your transit system. The required **Current System and Project Description Form** follows.

Current System and Project Description Form

3.1. General description of the service area:

- a) Service Area Population (**numbers only**):
- b) Brief History of System:
- c) Mission Statement:
- d) Current Year Goals and Objectives (*provide at least one goal and one objective*):

3.2. General description of the eligible applicant and any subcontractors. Include organizational chart(s) from upper level downward (for example, Executive Director at top, Management in middle, and Drivers at the bottom).

3.3. Provide a general description of proposed transportation service such as “subscription, fixed route, ADA paratransit, demand response”. Also provide specific route information (include schedules and maps, as appropriate).

- a) Hours and days of operation including ADA paratransit service scheduling, if applicable:
- b) Number of project vehicles in operation (numbers only):
- c) Number of back-up vehicles (numbers only):
- d) Eligible users of service:
- e) Service changes from previous year (if any):
- f) Planned system changes for the coming year (if any):

3.4. Current fare structure, including Elderly, Disabled, and/or ADA Complementary Paratransit Services, if applicable:

- a) Description of fare eligibility process (attach copy of fare application form for Elderly and Disabled and/or ADA transportation services and identification card, if applicable):
- b) Date of last fare increase:
- c) Planned fare increases (if any):

3.5. Attach a copy of your system brochure.

3.6. Describe your efforts to market or promote the system (**list type, number, and cost of promotional items distributed; describe any newspaper and/or Internet advertisements; and clearly describe the type and frequency of other efforts**).

3.7. Describe your method of implementing and announcing service changes and fare increases.

3.8. Describe your efforts to coordinate with and involve the area transportation providers in the urban transit service.

3.9. Provide updates to your system's Safety, Security and Emergency Preparedness Plan (SSEPP) since the latest submission as applicable. If there are no updates to your SSEPP, a statement must be submitted stating such.

3.10. Any recipient of Urbanized Area Formula Grant Program Funds must annually certify that it is spending at least one percent (1%) of such funds for transit security projects or that such expenditures for security systems are not necessary.

For subrecipients that spend the one percent, examples of appropriate security expenditures include:

- 1) Facility perimeter security and access control systems (e.g., fencing, lighting, gates, and card reader systems)*
- 2) Increased camera surveillance of an area in or adjacent to the system*
- 3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to the system*
- 4) Security and emergency management planning*

- 5) *Training and drills (SAFETEA-LU expanded the definition of security related capital projects to include planning, training, and drills, such that these expenditures are now eligible expenses for subrecipients in UZAs over 200,000 population to apply towards the one percent for security requirement)*
- 6) *Any other project intended to increase the security and emergency management of an existing or planned transit system.*

There are three reasons that subrecipients may have for considering the one percent security expenditure to be unnecessary:

- 1) *A recent threat and vulnerability assessment identified no deficiencies*
- 2) *TSA/FTA Security and Emergency Management Action Items met or exceeded*
- 3) *Other. For the “other” category, the typical reason is that a subrecipient spends sufficient local, other FTA, or DHS funds on security projects and, therefore, does not need to spend formula grant funds on security projects.*

Regardless of the reasons for deciding not to spend Section 5307 funds on transit-related security, subrecipients should provide information and documentation that supports their decision.

Will your agency expend 1% or more of the Section 5307 funds in this grant application for security purposes?

If no, please provide a detailed response.

3.11. Americans with Disabilities Act Compliance Documentation:

Fixed Route Only: The DOT ADA regulations require public entities operating fixed route transit to provide complementary paratransit to persons with disabilities who are unable to use the regular fixed route system. Fixed route service providers must include a copy of the current **ADA Complementary Paratransit Plan** at this tab.

All Applicants: The **Annual ADA Update and Certification Form** (see next page) must be completed, signed, and included under this tab.

3.11. Annual Americans with Disabilities Act (ADA) Update and Certification Form

Transit Agency:		
Six (6) Service Criteria		Y/N
1. Service Area	Service to all origins and destinations within the defined area	
	Coordination with contiguous/overlapping service areas	
2. Response Time	Requests accepted during normal business hours on "next day" basis	
	Requests accepted on all days prior to days of service (e.g., weekends/holidays)	
	Requests accepted at least 14 days in advance	
	Trips scheduled within one hour of requested pickup time	
3. Fares	No more than twice the base fixed fare for eligible individuals	
	Compliance with companion fare requirement	
	Compliance with personal care attendant fare requirement	
4. Days and Hours of Service	Paratransit provided during all days and hours when fixed route service is in operation	
5. Trip Purposes	No restriction on types of trip purposes	
	No restriction by trip purpose in scheduling	
6. Capacity Constraints	No restrictions on the number of trips an individual will be provided	
	No waiting list for access to the service	
	No substantial numbers of significantly untimely pickups for initial or return trips	
	No substantial number of trip denials or missed trips	
	No substantial numbers of trips with excessive trip lengths	
	When capacity is unavailable, subscription trips are less than 50%	
CERTIFICATION OF PARATRANSIT PLAN		
<p>The (transit agency name) hereby certifies that it has completed the 2018 Paratransit Review as required under 49 CFR 37.139(j) and finds it to be in conformance with the transportation plan developed under 49 CFR part 613 and 23 CFR part 450 (the FTA/FHWA joint planning regulation). This certification is valid for one year.</p>		
Signed by:		

EXHIBIT 4- Program of Projects and Budgets

✳ **Public Participation Process:** Each grant subrecipient is required to develop a Program of Projects (POP) and Budget that have undergone a public participation process. The grant recipient must inform the public of the amount of funds available under the Section 5307 program and the capital, operating, and planning projects proposed to be undertaken. **The Public Hearing Notice will also include a brief description of any Job Access and Reverse Commute (JARC) activities included in the application, if applicable.** The public announcement that summarizes the Program of Projects (POP) will indicate where citizens can examine the proposed Program of Projects and budget in detail and how to submit comments on the proposed program and on the performance of the recipient. This notice is published in the general circulation newspaper in the service area of the recipient. If the community has a large minority of non-English speaking persons, the notice also should be published in a non-English publication. The subrecipient is required to consider comments from the public in preparing the final POP. In addition to the proposed POP, the subrecipient must make the final POP available to the public. A separate advertisement is required for both the proposed POP and the final POP unless the initial advertisement includes a statement indicating that the proposed POP shall become final unless amended as a result of the public participation process.

✳ **Consultative Process:** The subrecipient is required to develop the POP in consultation with interested parties, including private transportation providers. **The subrecipient may rely on the MPO to assist in this process.** A Transportation Advisory Committee of the MPO may be informed or used as a reviewer of the POP. Private providers should be involved throughout this process.

The requirement is that a consultative process be used to develop the proposed POP. Publication of the newspaper notice and the public hearing process can be a secondary means for consulting with interested parties, including private providers. **However, relying only on the public hearing process, which occurs after a proposed POP has been developed, is not sufficient.**

✳ **Coordination:** The subrecipient is required to ensure that the POP provides for coordination of federally assisted mass transportation services. This assurance is included in the Annual List of Certifications and Assurances. Coordination may occur at many levels, from simple information sharing to total consolidation of services.

✳ **Transportation Plans:** Capital, planning, and operating projects must be part of the current approved Transportation Improvement Program (TIP) and State Transportation Improvement Program (STIP). **Any proposed JARC projects must be separately identified in the Program of Projects before consideration by the MPO.** All urban area transit projects are included in the State Transportation Improvement Program. Please include a copy of the relevant pages from the most recent TIP.

✳ **Capital Projects:** All capital projects are funded at the 80/20 Federal to local match ratio unless otherwise specified (please see “Bicycle Racks and Access” below).

*** Clean Air Act (CAA) or Americans with Disabilities Act (ADA) Equipment and/or Facilities:** The federal share for vehicle-related equipment and/or facilities required by the Clean Air Act (CAA) or the ADA is 80%.

*** Bicycle Racks and Access:** The Federal share may be 90 percent for those capital projects used to provide access for bicycles to transit facilities, or to install racks or other equipment for transporting bicycles on transit vehicles.

*** Job Access and Reverse Commute (JARC) Activities:** MAP-21 created a new eligible project category for “job access and reverse commute projects” under Section 5307. This category includes all types of projects that were formerly eligible under the Section 5316 Job Access and Reverse Commute (JARC) Program. Examples of eligible projects are listed below. There is no requirement or limit to the amount of Section 5307 funds that can be used for these projects.

A job access and reverse commute project is defined as:

“a transportation project to finance the planning, capital and operating costs that support the development and maintenance of transportation services designed to transport welfare recipients and eligible low income individuals to and from jobs and activities related to their employment, including transportation projects that facilitate the provision of public transportation services from urbanized areas and rural areas to suburban employment locations.”

Requests by eligible subrecipients for Section 5307 program funds to support JARC activities as administered by ALDOT will be considered on a case-by-case basis. In order for a job access and reverse commute proposal to be considered, projects must document that they meet the following requirements:

- **Existing Services.** Eligible job access and reverse commute projects must provide for the maintenance of eligible job access and reverse commute services. Recipients may not reclassify existing public transportation services that have not received funding under the former Section 5316 program as job access and reverse commute services in order to qualify for operating assistance. In order to be eligible as a job access and reverse commute project, a proposed project must qualify as a “maintenance project” as follows:
 - Maintenance Projects: “Maintenance of transportation services” means projects that continue and maintain job access and reverse commute projects and services that received funding under the former Section 5316 program.
- **Existing Reverse Commute Projects.** Reverse commute projects are a category of job access and reverse commute projects that provide transportation services from urbanized and rural areas to suburban employment locations. Generally, these services increase the capacity of public transportation services operating in the reverse direction of existing peak services. Reverse commute projects may only qualify as job access and reverse commute projects under Section 5307 if they meet all other requirements, including having been designed to transport welfare recipients and eligible low-income individuals to and from jobs and employment related activities.

MAP-21 and the FAST Act Eligible existing JARC activities will be considered on a case-by-case basis during the annual application process. The advertised Program of Projects (POP) must separately identify all JARC projects. The budget submitted by the subrecipient through the application process shall define the JARC category and amount of funds the subrecipient wishes to receive. Any variation shall require prior approval from ALDOT.

✳ **Budget Details:** All applicants must submit project budget data showing detailed operating expenses and revenue. These data provide confirmation that adequate funds will be available to operate and maintain project equipment or vehicles. Additionally, the data provide a clear picture of the total budget as it relates to Section 5307 funding. The line items in the budget are used to identify specific operating expenses eligible for Section 5307 funding. **Adequate funds must also be allocated to the recovery portion of the operating budget to equate to 10% of the total operating cost.** Show operating expenses only; capital expenses are listed separately.

✳ **Match and Other Requirements:** Each grant recipient must demonstrate the ability to match and manage FTA grant funds, to cover cost overruns, to cover operating deficits through long-term stable and reliable sources of revenue, and to maintain and operate federally funded facilities and equipment. Sample documentation of local match commitment is provided in this Exhibit.

✳ **In-Kind Match:** In-kind contributions (donations of equipment, supplies, property, and/or services that are beneficial and used by the applicant) must have a documented cash value. In-kind match can include the services of volunteers. Such non-cash sources of local match are eligible only if the value of each is formally documented and supported in accordance with 49 CFR Part 18. ALDOT reserves the right to reject or disallow in-kind contributions as local share if the estimated cash value cannot be determined independently.

✳ **Indirect Costs:** Title 2 CFR 200 Subpart E-Cost Principles (Super Circular) establishes Federal guidelines for identifying costs that can be reimbursed using Federal funds. According to these guidelines, an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate (ICR) is required when requesting reimbursement for indirect costs using Federal funds.

Approved Indirect Cost Rate (ICR) proposals must accompany budget submissions. Applicants awaiting cognizant agency approval of indirect cost rate proposals must submit copies of correspondence requesting such approval in lieu of the actual approval correspondence. If instances exist in which cognizant agencies no longer require annual indirect cost rate plan submissions, such plans must be submitted to ALDOT for review and/or evaluation. The proposal and related supporting documentation must be maintained for audit.

Please note that the Super Circular consolidates and eliminates the duplicative guidance found in eight (8) OMB circulars. Additional information may be accessed via the following links:

<http://www.fhwa.dot.gov/cfo/2cfr200guidance.pdf>

<https://www.transit.dot.gov/regulations-and-guidance/regulations-and-guidance>

✱ **“Associated Transit Improvements” (formerly “Transit Enhancements”):** The Fixing America’s Surface Transportation Act (FAST Act) eliminated the requirement to spend 1% of Section 5307 funds on Associated Transit Improvements. The provisions of the FAST Act apply to all unobligated funds from FY-2015 and prior years, as well as to FY-2016 funds. “Associated Transit Improvements” are briefly defined as: historic preservation of historic public transportation buildings, bus shelters, functional landscaping and streetscaping, pedestrian access and walkways, bicycle access, signage, and enhanced access to public transportation for persons with disabilities.

✱ **Questions about the Program of Projects (POP) and the Budget:** For additional information on these items, please call your designated Transit Section Program Manager.

✱ **Exhibit Description:** Local Match is documented by either a Local Match Commitment Letter or a Local Match Certification and the required “Resolution Authorizing Local Matching Funds”. Include the following as [Exhibit 4](#):

- ✱ Program of Projects [\[Sample for Anytown Provided\]](#)
- ✱ Line Item Budget and Source of Budget Funds Sheet (Operations) [\[Sample for Anytown Provided\]](#)
- ✱ Line Item Budget and Source of Budget Funds Sheet (Capital and Preventive Maintenance) [\[Sample for Anytown Provided\]](#)
- ✱ Section 5307 Vehicle Request Budget Form *(Include Form but state N/A if not applicable)*
- ✱ Local Match Commitment Letter and/or Local Match Certification
- ✱ Resolution Authorizing Local Matching Funds
- ✱ Approved Indirect Cost Rate Proposal (if applicable)

Sample Program of Projects

Project No.:	UPT-XXX			
Applicant Name:	XYZ Agency			
Urbanized Area:	Anytown, Alabama			
Fiscal Year:	2019			
Project Information:	Operating, Capital and Preventive Maintenance			
	<u>Quantity</u>	<u>FTA Amount</u>	<u>Local Amount</u>	<u>Total Eligible Costs</u>
SCOPE				
300-00 OPERATING ASSISTANCE (local share includes 10% farebox recovery)	0	\$99,225.00	\$121,275.00	\$220,500.00
<u>ACTIVITY</u>				
30.09.01 OPERATING ASSISTANCE – 50% (local share includes 10% farebox recovery)	0	\$99,225.00	\$121,275.00	\$220,500.00
SCOPE				
117-00 OTHER BUS CAP. ITEMS -	0	\$16,000.00	\$4,000.00	\$20,000.00
<u>ACTIVITY</u>				
11.7A.00 PREVENTIVE MAINTENANCE – 80%	0	\$16,000.00	\$4,000.00	\$20,000.00
SCOPE				
111-00 BUS ROLLINGSTOCK -	3	\$112,400.00	\$28,100.00	\$140,500.00
<u>ACTIVITY</u>				
11.12.04 BUY REPLACEMENT <30-FT BUS – 80%	1	\$45,200.00	\$11,300.00	\$56,500.00
11.12.15 BUY REPLACEMENT VAN – 80%	1	\$33,600.00	\$8,400.00	\$42,000.00
11.13.15 BUY VAN FOR SVC EXPANSION – 80%	1	\$33,600.00	\$8,400.00	\$42,000.00
SCOPE				
114-00 BUS: SUPPORT EQUIP	1	\$1,500.00	\$167.00	\$1,667.00
<u>ACTIVITY</u>				
11.42.41 ACQUIRE-BICYCLE EQUIP – 90%	1	\$1,500.00	\$167.00	\$1,667.00

Sample Program of Projects (continued)

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Local Amount</u>	<u>Total Eligible Costs</u>
114-00 BUS: SUPPORT EQUIP AND FACILITIES	0	\$59,200.00	\$14,800.00	\$74,000.00
<u>ACTIVITY</u>				
11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP – 80%	2	\$15,600.00	\$3,900.00	\$19,500.00
11.42.07 ACQUIRE - ADP HARDWARE – 80%	1	\$4,800.00	\$1,200.00	\$6,000.00
11.42.08 ACQUIRE - ADP SOFTWARE – 80%	1	\$38,800.00	\$9,700.00	\$48,500.00
<u>SCOPE</u>				
119-00 TRANSIT ENHANCEMENTS (BUS)	0	\$5,600.00	\$1,400.00	\$7,000.00
<u>ACTIVITY</u>				
11.92.02 PURCHASE BUS SHELTERS – 80%	2	\$5,600.00	\$1,400.00	\$7,000.00
Estimated Total Eligible Cost:				\$463,667.00
Federal Share:				\$293,925.00
Local Share:				\$169,742.00

SAMPLE LINE ITEM BUDGET AND SOURCE OF BUDGET FUNDS SHEET

Operations

Sample Line Item Budget - Operations

URBANIZED AREA: Anytown, Alabama
PROJECT NUMBER: UPT-00
FISCAL YEAR: 2019

OPERATIONS BUDGET

Operations Manager	\$30,000.00
Secretary	\$25,000.00
Drivers	\$85,000.00
Fringes	\$45,000.00
Fuel	\$20,000.00
Tires	\$1,500.00
Rent	\$1,000.00
Insurance	\$11,000.00
Professional Services	\$1,100.00
Drug and Alcohol Testing	\$500.00
Tags and Titles	<u>\$400.00</u>
TOTAL	\$220,500.00

Sample Source of Budget Funds - Operations

URBANIZED AREA: Anytown, Alabama
PROJECT NUMBER: UPT-00
FISCAL YEAR: 2019

SOURCE OF BUDGET FUNDS - OPERATIONS

Total Operating Cost	\$220,500.00
Less Direct Operating Revenues (10%)	
Farebox:	\$17,950.00
Other Revenue	\$4,100.00
Net Operating Cost	\$198,450.00
Section 5307 Grant (50% net costs)	\$99,225.00
Total Local Share (50% net costs)	\$99,225.00
(Contracts - \$36,000.00)	
(City of Anytown - \$63,225.00)	

SAMPLE LINE ITEM BUDGET AND SOURCE OF BUDGET FUNDS SHEET

Capital and Preventive Maintenance

****Note: Buses (shown in the Sample below) are listed for information only and do not reflect current prices****

Sample Line Item Budget - Capital and Preventive Maintenance

URBANIZED AREA: Anytown, Alabama
PROJECT NUMBER: UPT-00
FISCAL YEAR: 2019

CAPITAL AND PREVENTIVE MAINTENANCE BUDGET (Total Dollars)

Preventive Maintenance	\$20,000.00
Replace 1 Cut-A-Way Chassis Bus (21')	\$56,500.00
Replace 1 Mini-Van	\$42,000.00
Expansion-1 Mini-Van	\$42,000.00
Bus Support Equipment- Bicycle Racks (90:10)	\$1,667.00
Radios / GPS	\$19,500.00
Computer Hardware (Server)	\$6,000.00
Computer Software (Dispatch Software)	\$48,500.00
Bus Shelter	<u>\$7,000.00</u>
TOTAL	\$243,167.00

Sample Source of Budget Funds – Capital and Preventive Maintenance

URBANIZED AREA: Anytown, Alabama
PROJECT NUMBER: UPT-00
FISCAL YEAR 2019

SOURCE OF BUDGET FUNDS – CAPITAL AND PREVENTIVE MAINTENANCE

Total Capital and Preventive Maintenance Costs	\$243,167.00
Bicycle Racks at 90:10	\$1,667.00
Capital Items at 80:20	\$241,500.00
Section 5307 Grant (FTA)	\$194,700.00
Local Share	\$48,467.00
(City of Anytown - \$48,467.00)	

FY-2019 SECTION 5307 VEHICLE REQUEST BUDGET FORM Agency Name: _____

(Form To Be Completed If Requesting Vehicles)

Vehicle Type <i>Price ranges are estimates and subject to change. Prices include wheel-chair stations only. Other options are not included.</i>	Designed Seating Capacity	Number of Wheelchair Stations Per Vehicle	Engine Type <i>G-Gas or D-Diesel</i>	Number of Each Type Vehicle Needed	Intended Use <i>R-Replacement E-Expansion N-New Service</i>
Mini Van \$38,500	6	1 Station Available	Gas only		
Modified Van \$51,100-\$58,200	15		Gas only		
Cut-A-Way Chassis Bus \$51,000-\$55,600	17		Gas only		
Cut-A-Way Chassis Bus \$51,900-\$56,500	21		Gas only		
Cut-A-Way Chassis Bus \$53,300-\$58,000	25		Gas only		
Cut-A-Way Chassis Bus \$80,000-\$85,000	25		Diesel only		
Cut-A-Way Chassis, HD \$83,600-\$90,000	28-30		Gas only		
Cut-A-Way Chassis, HD \$90,000-\$96,000	28-30		Diesel only		
TOTALS					

Note: All vehicle capital requests will be evaluated by ALDOT. The number and types of vehicles awarded are contingent upon available funding. Replacement – an agency requesting to replace vehicles funded through ALDOT. Expansion – an agency currently has vehicles funded by ALDOT and desires to purchase new vehicles to meet service needs. New Service – an agency that has not purchased vehicles through ALDOT.

Prices are estimates only and are rounded to the nearest \$100.

Diesel-Powered 25 passenger Cut-A-Way Chassis Bus and the 28-30 passenger vehicles are currently pending contract renewal.

*****This page will not include JARC information, if applicable. The JARC Vehicle Request Budget Form is located in Exhibit 9.*****

Sample Local Match Commitment Letter
(Place on Applicant's Letterhead)

Date

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110

Dear Mr. Phillips:

Subject: Local Match Commitment

The **(Applicant)** is applying for a Section 5307 **(operations/planning/capital)** grant to aid in the operation of the **(transit agency)**. The capital, planning, and/or operational expenses requested in this project have been reviewed and approved by the **(Applicant's governing body)**. We are requesting federal assistance in the amount of \$_____ for capital assistance, \$_____ for planning assistance, and \$_____ for operational expenses. Local assistance in the amount of \$_____ will be used as the non-federal match.

The **(Local Funding Source)** hereby acknowledges the local matching requirements for the referenced project and affirms assistance in the amount set forth above.

If you have any questions on this request, please contact **(principal contact)** at **(phone number)**.

Sincerely,

Signature of Designated Official
Title

Sample Local Match Certification

*(Include Farebox Revenue as part of General Fund or in an Appropriate Line Item,
Because Farebox Revenue Makes the Project "Whole".*

We, the undersigned, representing _____,
(Applicant)

do hereby certify to the Alabama Department of Transportation that the required local funds for
the _____ Public Transportation Program are available from the following
source(s):

General Fund: \$ _____

Contracts: \$ _____

Advertising: \$ _____

Other: \$ _____

These funds will be available as of _____.
(Date)

Applicant _____ (Date) _____

(Title)

Sample Resolution Authorizing Local Matching Funds

RESOLUTION NO. _____

"SECTION 5307 URBANIZED AREA PUBLIC TRANSPORTATION"

WHEREAS, the **(Provider of Matching Funds)** recognizes the need for a public transportation program; and

WHEREAS, the **(Provider of Matching Funds)** recognizes that the requirements to obtain Section 5307 funds from the Alabama Department of Transportation include a local match of 50% for operating expenses and 20% for planning and capital expenses; and

WHEREAS, the **(Provider of Matching Funds)** recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5307 Urbanized Area Public Transportation Program.

NOW, THEREFORE, BE IT RESOLVED, that the **(Provider of Matching Funds)** hereby commits the amount of \$_____ as local non-federal match for operations, planning and capital expenditures under the Section 5307 Urbanized Area Public Transportation Program during Fiscal Year 2019.

Passed and adopted this the _____ day of _____, 20 ____.

Elected Official

ATTEST:

Clerk

Exhibit 4 (continued)

Approved Indirect Cost Rate Proposal, if applicable
(No Sample Provided)

EXHIBIT 5 - Public Participation Requirements

Eligible applicants must ensure that the public is aware of the urban transit project and has adequate input into the project. Eligible applicants must, therefore, initiate a public participation process as part of their urban transit program application requirements. The process must consist of, at a minimum, conducting a public hearing. **The Public Hearing Notice will also include a brief description of any Job Access and Reverse Commute (JARC) activities included in the application, if applicable.**

A public hearing must be held to allow all persons, including private transportation providers and new business entrants, equal opportunity to comment on the proposed transportation service. For operating applications, the service description must clearly indicate all service to be provided including open door contract service and any proposed service or fare changes. For capital applications, the capital items to be purchased and a brief description of planned construction projects must be included. The hearing must be advertised by public notice once in the local newspaper of widest circulation at least 7 days prior to the hearing. A sample public hearing notice is included in this section.

****Please note: A copy of the public hearing notice must also be placed in the reception desk area, meeting rooms, transit facilities, and on the vehicles to allow all individuals including Limited English Proficiency (LEP) individuals an opportunity to participate in this hearing.**

Translation services must be provided free of charge to limited English speaking individuals.

**If provider meets the safe harbor threshold: At a minimum the statement: "If information is needed in another language, then contact [telephone number]"—should be stated in English and in any other language(s) spoken by LEP populations that meet the Safe Harbor threshold.*

Include the following as [Exhibit 5](#):

- * Public hearing documentation from the most recent TIP Process
- * Notarized statement verifying publication (publisher's affidavit)
- * Copy of the notice as it appeared in the newspaper
- * Summary or transcript of the hearing signed by an official of the transit system
- * Copy of TIP pages showing projects

**The public hearing notice and the application preparations
require immediate and simultaneous attention**

The public hearing notice must be prepared so it can be published **at least 7 days** prior to the public hearing (see next page for a Sample Public Hearing and Proposed Program of Projects Notice).

Application Due Date: Applications for current subrecipients must be **received** at ALDOT no later than **July 5, 2018**.

Any questions concerning these instructions should be directed to:

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110
(334) 353-6400 Telephone
(334) 353-6451 Fax

Sample

Public Notice and Proposed Program of Projects for FY-2019

The (**Applicant**) is applying to the Alabama Department of Transportation for a grant to provide (Operational/Planning/Capital) assistance grant under 49 U.S.C. Section 5307 of the Federal Transit Laws, as codified. The grant will provide financial assistance for public transportation service for the residents of (**XYZ Urbanized Area**) during FY 2019.

The Funds will be used as federal assistance for:

	<u>Federal Share</u>	<u>Total</u>
Operating	\$	\$
Preventive Maintenance	\$	\$
Bus Rolling Stock	\$	\$
Support Equipment	\$	\$
Job Access and Reverse Commute	\$	\$ [include JARC if applicable]

The total program of project cost is **\$[Amount]**. Projects are funded at fifty/fifty (50/50) operating and eighty/twenty (80/20) capital. [Add statement about 90%/10% items if applicable]. The Federal Transit Administration (FTA) share for the total program of projects is **\$[Amount]**. The remaining funds will be provided by the (**Funding Agency**).

Copies of the detailed service description, (**proposed changes**), and project budget may be obtained at the transit system office, (**Applicant Agency's Address**) between (**list daily hours of operation**).

A public hearing will be held on (**date**) at (**time**) in the (**meeting room**) at the (**facility**) for public comment. This notice shall constitute the final program of projects for the (**Applicant**) unless the scope of the project changes as a result of input gathered during the public hearing.

If there are questions or comments or if information is needed in another language or alternative formats, contact:

John Doe, Transit Director
XYZ County Transit System
Telephone Number
Email Address

(Applicant Transit Agency's Name) does not discriminate against any individual on the basis of race, color, or national origin.

EXHIBIT 6 – Capital / Planning Program Requirements

Each grant application for capital and/or planning projects will include a completed Project Implementation Schedule. This Schedule references the acquisition, construction and disposition of capital projects or funding of technical assistance projects. The Schedule should be monitored during the life of the project. Any changes to be made to the Schedule after grant approval should be submitted to the Department by the 30th day following the end of each quarter.

Grant recipients must maintain control over real property, facilities, and equipment and ensure that they are used in transit service. Sample documentation to ensure compliance with satisfactory continuing control requirements is provided below.

Include the following as [Exhibit 6](#):

- * Project Implementation Schedule
- * Fleet Classification Form
- * Vehicle Inventory Form
- * Fleet Replacement Form
- * Vehicle Profile Sheet
- * Non-Expendable Equipment Inventory Form

Required forms and instructions follow.

Project Implementation Schedule
(For Capital and/or Planning Grants Only)

1. Name of Applicant: _____
2. Contact Person and Telephone Number: _____
3. Schedule of Activities (use appropriate format):

A. EQUIPMENT PURCHASE

• Start date for preparing bid specifications:	
• Completion date for preparing bid specifications:	
• Bid advertisement date:	
• Bid award date:	
• Delivery date(s):	
• Acceptance date(s):	
• Estimated cost:	

B. TECHNICAL STUDIES

• Start date for agency projects:	
• Notice to Proceed date for all pass through projects (third party contracts)	
• Contract award date for all pass through projects:	
• Draft report completion date:	
• Final report completion date:	
• 100% completion date:	
• Estimated cost for 100% completion:	

c. DISPOSITION ACTIVITY (i.e., equipment or real property)

• Description of disposition action:	
• Starting date(s):	
• Ending date(s):	

4. Overall Project Completion Date:
5. Narrative explanations as required:

Note: Please enter "State Administered Activity" for those items implemented directly by ALDOT.

(Applicant)

FLEET CLASSIFICATION FORM

		Before Grant <u>Approval</u>	Amount of <u>Change</u>	After Grant <u>Approval</u>
I.	Active Fleet			
	A. Peak Requirement	_____	_____	_____
	B. Spares	_____	_____	_____
	C. Total (A+B)	_____	_____	_____
	D. Spare Ratio (B/A)	_____	_____	_____
II.	Inactive Fleet			
	A. Contingency Reserve	_____	_____	_____
	B. Pending Disposal	_____	_____	_____
	C. Total (A+B)	_____	_____	_____
III.	Total Fleet (I.C. + II.C)	_____	_____	_____

*****This Exhibit will include all vehicles that have been approved by ALDOT for the purpose of being used in the delivery of the general public services.*****

Complete the accompanying forms as indicated below:

Vehicle Inventory Form: The completed Vehicle Inventory Form includes the vehicle description, vehicle identification number, grant number (5307, 5309, 5339, 5311, etc.), cost, etc. Condition will be listed as new, excellent, good, fair, or poor. Indicate recent vehicle disposals and vehicles planned for disposition along with estimated disposal dates. Under “use”, indicate the number and types of wheelchair accessible vehicles and whether or not such vehicles meet ADA accessibility requirements.

Fleet Replacement Form: The completed Fleet Replacement Form includes a list of vehicles to be replaced (make/model, year of manufacture, vehicle identification number, month/year placed in revenue service, accumulated mileage, and estimated month/year to be removed from revenue service).

Vehicle Profile Sheet: The Vehicle Profile Sheet includes the vehicle identification number, mileage accumulation through **date to be provided by applicant agency**, vehicle type, seating capacity, tag number, model year, accessibility information, service utilization information, and service description.

Non-Expendable Equipment Inventory Form: The Non-Expendable Equipment Inventory Form shall include a list of all items other than vehicles that are not readily exhaustible (e.g., gasoline is exhaustible; a computer is not readily exhaustible, and is thus non-expendable). Please note that source grant refers to the FTA Section the Equipment was purchased with (5307, 5309, 5339, 5311, etc.). Condition will be listed as new, excellent, good, fair, or poor.

FY-2019 Vehicle Inventory Form

Transit System _____

Vehicle Description	Vehicle ID Number	Grant Number	Acquisition Date	Cost	% Federal Participation	Title Holder	Location/ Condition (New, Excellent, Good, Fair, or Poor) and Use	Disposal Date

FY-2019 Fleet Replacement Form
List of Vehicles to be Replaced

Make/Model	Year of Manufacture	Vehicle ID Number (VIN)	Mo./Yr. Placed in Revenue Service	Accumulated Mileage	Estimated Mo./Yr. to be taken Out of Revenue Service

Vehicle Profile Sheet

INSTRUCTIONS

The following instructions are provided to assist in completing the Vehicle Profile Sheet. The required Form is provided on the next page and is also attached in an Excel version.

VIN Number:	Insure that this number is correct. The Vehicle Identification Number (VIN) is necessary to link your information to the ALDOT inventory. Remember there is no letter "O" in a VIN number only zeros.
Funding:	Section 5311, Section 5307, ARRA, etc.
Vehicle Type:	Minivan; SV= Standard Van; CV= Commuter Van; MV= Modified Van; CCB= Cut-A-Way Chassis Bus and RCB= Rail Chassis Bus.
Mileage as of (Insert date):	ALDOT will use this mileage as a baseline for future comparisons.
Seating Capacity:	Enter the actual number of seats available.
Tag:	Vehicle's License Plate Number
Model Year:	Year of Chassis Manufacture
Lift:	Is the vehicle lift equipped? Answer Yes or No only.
Stations:	Enter the number of wheelchair stations (0, 1, 2, etc.)
Start Time of the Service:	This is the first time of the day that this vehicle is available for revenue service. Use military time (the 24-hour clock). This will allow for calculations later. The clock starts at 0100, which is 1:00 O'clock in the morning. You will type 01 then a colon then 00. (01:00). It will appear in the cell as 1:00. Likewise for 1:30 in the afternoon you will type 13 then a colon then 30 (13:30) and it will appear in the cell as 13:30.
End Time of the Service:	This is the last time of the day this vehicle is available for revenue service. The rest is the same as above.
Duration:	This field will be calculated in Excel; there is no need for an entry unless the Word version is used.
Usage:	C = Contract Service; DR = Demand Response; FR = Fixed Route or any combination; WR = Work Route; S = Subscription; O = Other (Specify).
Days of the Week:	Indicate the days of the week that the vehicle is available for revenue service.
Description:	Is this a dialysis route? Is it general public/demand response transportation? Is it a scheduled fixed route? Briefly describe the service being provided during the time period.

FY-2019 Vehicle Profile Sheet

VIN Number	Funding	Vehicle Type	Mileage as of (Insert Date)	Seating Capacity	Tag	Model Year	Lift (Yes /No)	Stations	Start Time	End Time	Duration	Usage	Sun	M	T	W	T	F	Sat	Description of Service

FY 2019 Non-Expendable Equipment Inventory Form

Transit System _____

Equipment Description	Equipment ID Number	Source Grant	Acquisition Date	Cost	%Federal Participation	Owner/Title Holder	Location / Condition (New, Excellent, Good, Fair, or Poor) and Use	Disposal Date

Exhibit 7 - Complaint and Bid Protest Procedures

Applicants must have written procedures describing the local mechanism for resolving private operator and passenger complaints or questions dealing with the fairness of local procurement procedures and decisions. Complaint Procedure(s) must include all of the following:

- * Provide a step-by-step time frame for responding to and resolving the complaint
- * Identify the responsible parties at the local level to ensure a fair and independent review of the complaint
- * Include a requirement for documenting in writing the complaint and its resolution

Sample “Complaint Policy and Procedures” and “Bid Protest Procedures” follow.

Note: The final step of both procedures must include the following statement: ***All complaints unresolved at the local level will be submitted to ALDOT for final resolution, to the attention of:***

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110
(334) 353-6400 Telephone
(334) 353-6451 Fax

Include the following as [Exhibit 7](#):

- * Written Complaint Policy and Procedures
- * Written Bid Protest Procedures

Note that in some agencies, these Procedures may be combined into one document.

XYZ TRANSIT SYSTEM SAMPLE

COMPLAINT POLICY AND PROCEDURES

It is the policy of the XYZ Transit System to operate the public transportation program in an open and fair manner for employees, passengers, other transit providers, and the general public. No employee, passenger, other transit provider, or the general public will be discriminated against or suffer any reprisals from making a complaint. Complaints must be in writing and specific. Vague or general charges of unfairness that are not substantiated by facts will not be processed. When an allegation is made that a specific violation, misinterpretation, or inappropriate act has occurred, the following steps should be taken to resolve the issue. XYZ TRANSIT will resolve the complaint within fifteen (15) business days of the date of receipt of the written complaint.

1. Sample Employee Complaint Policy

If an employee has issue with another employee, passenger, or other member of the general public, he or she should bring the matter to the attention of the Operations Coordinator (OC) or similar authority within 3 days of the occurrence. *Complaints must be specific and in writing.* If the complaint involves the Operations Coordinator or similar authority, the employee should address the issue with the Transit System Director. The OC or similar authority will listen to all parties involved in the situation, investigate with outside sources if necessary, and resolve the matter within fifteen (15) business days of the receipt of the written complaint. If the OC or similar authority cannot resolve the matter, it will be brought to the Transit System Director for resolution. If the matter is not satisfactorily resolved at this point, the Department Head or next higher authority will be consulted. If the employee does not feel the matter has been resolved at this point, the Personnel Director or similar authority should be consulted and the matter brought before the Personnel Board or similar authority if necessary.

2. Sample Passenger Complaint Policy

If a passenger has issue with a XYZ TRANSIT employee, another passenger, or other member of the general public, he or she should bring the matter to the attention of the Operations Coordinator (OC) or similar authority within 3 days of the occurrence. Complaints must be specific and in writing. If the complaint involves the Operations Coordinator or similar authority, the passenger should address the issue with the Transit System Director. The OC or similar authority will listen to all parties involved in the situation, investigate with outside sources if necessary, and resolve the matter within fifteen (15) business days of the receipt of the written complaint. If the OC or similar authority cannot resolve the matter, it will be brought to the Transit System Director for resolution. If the matter is not satisfactorily resolved at this point, the Department Head or next higher authority will be consulted. If the passenger does not feel the matter has been resolved at this point, the XYZ Transit System Liaison or similar

authority should be consulted and the matter brought before the entire (Governing Authority) if necessary.

3. Sample Private Transit Operator Complaint Policy

If a private transit operator has issue with XYZ TRANSIT, he or she should address the matter with the Transit System Director within 3 days of the occurrence. *Complaints must be specific and in writing.* The Transit System Director will investigate and resolve the matter within fifteen (15) business days of the receipt of the written complaint. If the matter is not satisfactorily resolved at this point, the (next higher authority) will be consulted. If the private operator does not feel the matter has been resolved at this point, the XYZ Transit System Liaison should be consulted and the matter brought before the entire (governing authority) if necessary.

4. Sample General Complaint Policy

If a member of the general public has a complaint with a XYZ TRANSIT employee, policy, or other issue, he or she should bring the matter to the attention of the Operations Coordinator (OC) or similar authority within 3 days of the occurrence. *Complaints must be specific and in writing.* If the complaint involves the Operations Coordinator or similar authority, the member of the general public should address the issue with the Transit System Director. The OC or similar authority will listen to all parties involved in the situation, investigate with outside sources if necessary, and resolve the matter within fifteen (15) business days of the receipt of the written complaint. If the OC or similar authority cannot resolve the matter, it will be brought to the Transit System Director for resolution. If the matter is not satisfactorily resolved at this point, the Department Head will be consulted. If the member of the general public does not feel the matter has been resolved at this point, the XYZ Transit System Liaison or similar authority should be consulted and the matter brought before the entire (governing authority) if necessary.

ALL complaints unresolved at the local level will be submitted to the Alabama Department of Transportation for final resolution, to the attention of:

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110
(334) 353-6400 Telephone
(334) 353-6451 Fax

Sample Bid Protest Procedures for XYZ Transit System

The following bid protest procedures have been written in compliance with the Federal Transit Administration (FTA) Third Party Contracting Guidelines (FTA Circular 4220.1F). Parties that wish to file a bid protest should review these procedures in conjunction with FTA's Circular 4220.1F. These procedures also address complaints or appeals regarding the funding of unsolicited proposals and other protests unrelated to the solicitation process and contract award decisions. XYZ TRANSIT SYSTEM's protest procedures will be referenced in the bid documents in order that interested parties will know their rights under these protest procedures.

1. Protests Pertaining to the Contract Solicitation Process or Contract Award Decision

The following procedures and time requirements shall be applied uniformly in processing all protests. Protests may be made by active or prospective bidders whose direct economic interest would be affected by a solicitation, proposed award, or award of a contract. Protests must be submitted in writing to:

Jane/John Doe, Director
XYZ Transit System
0000 Your Choice Parkway
Anywhere, AL 00000

XYZ TRANSIT SYSTEM will consider all written protests made within the timelines stated in this document. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

1. Name, address, and telephone number of protestor
2. Solicitation or contract name and/or number
3. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information
4. A statement of relief requested

Only written protests received within the timelines stated in these procedures will be considered. Upon receipt of a protest, XYZ TRANSIT SYSTEM will notify the protestor that the protest has been received by mail within five (5) working days. XYZ TRANSIT SYSTEM may request additional information from the protesting party, which must be submitted in writing to XYZ TRANSIT SYSTEM within five (5) working days from the date of XYZ TRANSIT SYSTEM's request.

Within twenty (20) working days of receipt of a written protest, XYZ TRANSIT SYSTEM shall either:

1. Issue a final written decision which responds in detail to each issue raised in the protest and includes a rationale for the decision rendered, or

2. Conduct, at XYZ TRANSIT SYSTEM's discretion, an informal hearing to allow the interested participating parties an opportunity to present their positions and supporting facts, documents, justification, and technical information. XYZ TRANSIT SYSTEM will advise all interested parties of the final decision in writing no later than five (5) working days from the date of the informal hearing.

2. Protests before Proposal Solicitation

Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to XYZ TRANSIT SYSTEM and must be received at least five (5) working days prior to bid/proposal opening. Bids will not be opened until five (5) working days after resolution of the protest unless XYZ TRANSIT SYSTEM determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to XYZ TRANSIT SYSTEM.

If the written protest is not received by the time specified, bids or proposals may be received, opened and awarded in the normal manner unless XYZ TRANSIT SYSTEM determines that it is in the best interest of all concerned to delay any step.

3. Protests after Opening of Proposal Solicitation and Prior to Award

Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to XYZ TRANSIT SYSTEM and must be received by XYZ TRANSIT SYSTEM within five (5) working days of the bid opening. If XYZ TRANSIT SYSTEM decides to withhold the award pending resolution of the protest, XYZ TRANSIT SYSTEM will notify all bidders whose bids or proposals might become eligible for award, and offer them the option to extend or withdraw the bid or proposal beyond the 120-day validity period. Awards will not be made until at least five (5) working days after resolution of the protest unless XYZ TRANSIT SYSTEM determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to XYZ TRANSIT SYSTEM or the federal government.

4. Protests after Award

Protests received after announcement of an award or after a contract has been executed will only be considered if XYZ TRANSIT SYSTEM determines that the matter is in the public interest or the protest presents clear and convincing evidence of fraud, misrepresentation, other illegality, or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, XYZ TRANSIT SYSTEM shall evaluate the bid/proposal a second time in its entirety and use the same evaluation criteria and rating

factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by the XYZ TRANSIT SYSTEM.

If a protest involving an executed contract is under consideration, XYZ TRANSIT SYSTEM will notify the selected contractor of the protest and its basis and may, at its discretion, order the contractor to suspend all XYZ TRANSIT SYSTEM work activities. If the awarded contractor has not executed the contract as of the date the protest is received by XYZ TRANSIT SYSTEM, the contract will not be executed until five (5) working days after resolution of the protest unless XYZ TRANSIT SYSTEM determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to XYZ TRANSIT SYSTEM.

5. Protests Pertaining To the Funding Of Unsolicited Proposals

The submission of unsolicited proposals is inconsistent with XYZ TRANSIT SYSTEM's policy to promote a full and open competition among interested parties for FTA contract funds. The filing of unsolicited proposals, therefore, will be deemed inappropriate by XYZ TRANSIT SYSTEM and returned to the sender; complaints or appeals calling for reconsideration of such proposals will not be accepted.

ALL complaints unresolved at the local level will be submitted to the Alabama Department of Transportation for final resolution, to the attention of:

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110
(334) 353-6400 Telephone
(334) 353-6451 Fax

EXHIBIT 8 - AUTHORIZING RESOLUTION

Resolution No. _____

Resolution authorizing the filing of an application with Department of Transportation, United States of America, and the Alabama Department of Transportation for a grant under the Federal Transit Act.

WHEREAS, the Secretary of US DOT Transportation and the Director of the Alabama Department of Transportation are authorized to make grants for a mass transportation Program of Projects and Budgets;

WHEREAS, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision of its local share of the project costs in the program;

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and other pertinent directives and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that disadvantaged business enterprises (minority business enterprises and woman business enterprises) be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged business enterprises (DBEs) shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY (Governing Body of Applicant)

1. That (Title of Designated Official) is authorized to execute and file (an) application(s) on behalf of (Legal Name of Applicant) with the Alabama Department of Transportation to aid in the financing of planning, capital and/or operating assistance projects pursuant to Section 5307 of the Federal Transit Act.
2. That (Title of Designated Official) is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation and the Alabama Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That (Title of Designated Official) is authorized to furnish such additional information as the U.S. Department of Transportation and the Alabama Department of Transportation may require in connection with the application for the Program of Projects and Budget.
4. That (Title of Designated Official) is authorized to set forth and execute affirmative disadvantaged business enterprise policies in connection with the Program of Projects and Budget's procurement needs.

5. That (Title of Designated Official) is authorized to execute grant agreements on behalf of (Legal Name of Applicant) with the Alabama Department of Transportation for aid in the financing of the planning, capital and/or operating assistance requested in the Program of Projects and Budget.

CERTIFICATION

The undersigned duly qualified and acting (Title of Designated Official) of the (Legal Name of Applicant) certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the (Governing Body of Applicant) held on _____, 20_____.

If applicant has an official seal, impress here.

Signature of Recording Officer

Title of Recording Officer

Date

EXHIBIT 9 – Job Access and Reverse Commute (JARC)

Part I – JARC Applicant Overview

Are you applying for FY-2019 JARC Funding? <input type="checkbox"/> Yes (complete <u>all</u> of Exhibit 9). <input type="checkbox"/> No (If no, STOP HERE).			
Applicant Information			
Legal Name:			
Contact Person:			
Address:			
City/State/Zip Code:			
Federal Tax ID Number:	DUNS Number:		
Telephone:	Fax:		
Email:	Website:		
List of Project Partners: (use additional sheet if necessary)			
<u>Organization</u>	<u>Contact</u>	<u>Address</u>	<u>Phone/Email</u>
1.			
2.			
Program (Check all that apply)			
<input type="checkbox"/> Section 5316/5307 – JARC Capital (80/20) <input type="checkbox"/> Section 5316/5307 – JARC Operating (50/50)			
Project Information			
Service Area(s):			
Project Type (Check all that apply)			
<input type="checkbox"/> Continuation of existing project: _____ <input type="checkbox"/> Expansion of an existing project: _____			
Estimated Number of People to be Served (monthly):			
<input type="checkbox"/> Low-Income _____ <input type="checkbox"/> Elderly _____ <input type="checkbox"/> Disabled _____ <input type="checkbox"/> Other _____			
Total JARC Federal Funds Requested: \$ _____			
Budget:			
Total Cost of JARC Project	\$ _____		
Federal Funds for JARC	\$ _____		
Local Funds for JARC	\$ _____		

Part II – JARC Project Narrative

1.1 JARC Project Description:

Provide a summary description of the project.

1.2 JARC Goals and Objectives:

- A) Describe the target population to be served.
- B) Identify which strategy(ies) within the *Locally Developed, Coordinated Public Transit-Human Services Transportation Plan* this project addresses. List the adoption date and page number(s) from the *Locally Developed, Coordinated Public Transit-Human Services Transportation Plan* where the strategy is found.
- C) Describe the unmet transportation need that the proposed project seeks to address. List the adoption date and page number(s) from the *Locally Developed, Coordinated Public Transit-Human Services Transportation Plan* where the unmet need is found.
- D) Estimate the number of people within the target population that the project will serve. Briefly describe the rationale for the estimate (including total number of individuals to be served and average number of one-way trips provided per month).
- E) Explain how the project increases or enhances availability of transportation for the target population. Describe, if applicable, how the project will help meet transportation needs outside this population.

1.3 JARC Coordination:

- A) Describe how the project will be coordinated with other social service agencies and/or public transportation providers (e.g., sharing vehicles, dispatching, scheduling, maintenance, coordinating client trips, training, etc.).
- B) Identify partners/stakeholders and describe any private sector involvement. (Attach letters of support for each stakeholder.)
- C) Describe how stakeholders will be involved throughout the project.

1.4 JARC Implementation:

- A) Provide an operations plan for providing service. Include the following, if applicable: how rider eligibility is determined, service days and hours, route map, and/or service map.
- B) Describe how the transportation provider/agency intends to implement the project.
- C) Explain how the project relates to other services or programs provided by your agency and demonstrate how it can be achieved within the agency's technical ability.
- D) Describe how the agency will market the project to the target population and promote public awareness of the program.
- E) Provide a projected timeline for implementation.

1.5 JARC Managerial Capability:

- A) Describe the agency's ability to manage the project (this description will include the number of years the agency has worked with the target population and list the number of years of transportation experience).
- B) Describe key personnel assigned to the project and the percentage of time each person will be involved in the project. Will the agency need to hire additional personnel to support or continue the project? If so, what percentage of time will the new person(s) dedicate to this project?
- C) Describe how the agency will manage risk and provide for safe delivery of services and driver training and safety. Briefly describe insurance, vehicle inspections, and the maintenance plan. *Attach supporting documentation.*

1.6 JARC Fiscal Capability:

- A) Provide a complete budget including project revenues and expenditures in the format provided in **Part III**. **This budget will be for FY-2019 only.**

- B) Provide evidence of financial management capacity and stability of the local share. Include local match commitment letter(s) and your most recent audit report.

1.7 JARC Program Effectiveness:

- A) Identify performance measures to track the effectiveness of the service in meeting the identified goals.
- B) Describe the agency's plan for monitoring and evaluating the project.
- C) Indicate what steps will be taken if original goals are not achieved. If this is a continuation project request, please describe how you met your prior performance goals and objectives.

PART III – JARC PROJECT BUDGET FOR FY-2019

Operating Budget

(line items are examples only)

Line Item	Project Budget
Drivers	
Coordinator	
Fringe Benefits	
Fuel	
Maintenance	
Vehicle Insurance	
Tires	
Purchase Transportation	
Other _____	
Total Operating Expenses	
Fares	
Other _____	
Total Operating Revenue	
Net Project Cost (this is Total Operating Expenses less Total Operating Revenue)	
Total Local Funds (50%)	
1. Local Funding Source _____	
2. Local Funding Source _____	
Federal Funds (50%)	

2 PART III – JARC PROJECT BUDGET FOR FY-2019 (continued)

Planning and Capital Budget

(excludes Vehicles and Mobility Management as these are provided on separate forms)

Capital / Planning	Type of Project	Cost	Local Share (20%)	Federal Share (80%)	Source of Local Share
Total Cost					

PART III: FY-2019 SECTION 5316 / 5307 VEHICLE REQUEST BUDGET FORM

Agency Name: _____ (Form To Be Completed If Requesting Vehicles)

<i>Vehicle Type</i> <i>Price ranges are estimates and are subject to change. Prices include wheel-chair stations only. Other options are not included.</i>	<i>Designed Seating Capacity</i>	<i>Number of Wheelchair Stations Per Vehicle</i>	<i>Engine Type</i> <i>G-Gas or D-Diesel</i>	<i>Number of Each Type Vehicle Needed</i>	<i>Intended Use</i> <i>R-Replacement</i> <i>E-Expansion</i> <i>N-New Service</i>
Mini Van \$38,500	6	1 Station Available	Gas only		
Modified Van \$51,100-\$58,200	15		Gas only		
Cut-A-Way Chassis Bus \$51,000-\$55,600	17		Gas only		
Cut-A-Way Chassis Bus \$51,900-\$56,500	21		Gas only		
Cut-A-Way Chassis Bus \$53,300-\$58,000	25		Gas only		
Cut-A-Way Chassis Bus \$80,000-\$85,000	25		Diesel only		
Cut-A-Way Chassis, HD \$83,600-\$90,000	28-30		Gas only		
Cut-A-Way Chassis, HD \$90,000-\$96,000	28-30		Diesel only		
TOTALS					

Note: All vehicle capital requests will be evaluated by ALDOT. The number and types of vehicles awarded are contingent upon available funding.
 Replacement – an agency requesting to replace vehicles funded through ALDOT. Expansion – an agency currently has vehicles funded by ALDOT and desires to purchase new vehicles to meet service needs. New Service – an agency that has not purchased vehicles through ALDOT.

Prices are estimates only and are rounded to the nearest \$100.

Diesel-Powered 25 passenger Cut-A-Way Chassis Bus and the 28-30 passenger vehicles are currently pending contract renewal.

List Sources of Local Funds (below). 20% Local Match is Required for all Vehicles Requested.

Name of Organization: _____ Amount: _____

Name of Organization: _____ Amount: _____

PART III – JARC PROJECT BUDGET FOR FY-2019 (continued)

Mobility Management Budget

(line items are examples only)

Line Item	Project Budget
Mobility Manager	
Supplies	
Travel	
Printing	
Other _____	
Total Mobility Management Expenses	
Total Local Funds (20%)	
1. Local Funding Source _____	
2. Local Funding Source _____	
Federal Funds (80%)	

NOTE: If you have any questions or need technical assistance with the application development process for the Section 5307 Application, please contact your respective Program Manager.

Appendix

Charter Service

(Provided for Information Only)

Charter Service: Charter Service regulations (49 CFR Part 604) can be found on FTA's website: <https://www.transit.dot.gov/regulations-and-guidance/access/charter-bus-service/charter-bus-service-regulations>.

FTA grantees are prohibited from using federally funded equipment and facilities to provide charter service except on an incidental basis and when one or more of applicable exceptions as set forth in the charter service regulation at 49 CFR 604.9 (b) applies. Charter service is an allowable activity on an incidental basis if the applicant successfully completes the charter public notice requirements and no "willing and able" private charter providers are available. Applicants must reference Federal Transit Act, as amended 49 CFR 604.11(c).

The charter service regulations provide guidance regarding exemptions and exceptions and can be found in 49 CFR Parts 604.2 and 604.6. Exemptions, which are not considered charter service, require no notification to registered Charter providers, record-keeping, quarterly reporting, or other requirements. Exceptions are considered charter service and have administrative, recordkeeping, and reporting requirements. Records for each charter service event must be retained for at least three years.

Incidental use may include meal and parcel delivery, restricted client services, and FTA allowable charters. **All allowable incidental charter service must be fully allocated with no charge to federally funded programs. No mileage, trips, and hours associated with allowable incidental charter shall be represented in the subrecipient's annual operating statistics.**

ALDOT reviews compliance with charter rules during periodic on-site visits. Historically, ALDOT has neither obtained any information nor reported on any charter services to FTA. If, in the future, a charter service is performed under an allowable exception, the subrecipient must notify the ALDOT Program Manager. For each charter service performed in accordance with an allowable exception, the subrecipient will complete the ALDOT *Charter Service Reporting Form* (provided in the current **State Management Plan**) and e-mail it to the ALDOT Program Manager. ALDOT's Transit Section will review and coordinate any subrecipient requests for charter service exception (including all supporting documentation) prior to submission to FTA.

ALDOT will review all complaints of charter service violations in accordance with 49 CFR Part 604. On receiving a written complaint alleging that a violation has occurred, ALDOT shall investigate and determine whether a violation has occurred. The state will look to the subrecipient to remedy any claims against the subrecipient in association with charter service in violation of 49 CFR 604.

Section 5307 subrecipients doing any charter service under any of the allowable exceptions must file quarterly electronic reports with ALDOT utilizing the ALDOT Charter Service Reporting Form (provided in the current **State Management Plan**) within 15 days of the end of each quarter, listing each charter service provided and providing the specified detail in those cases where such is required. All such services must also be reported as charters on quarterly and year-end statistics reported as requested or required.

1 Exemptions

Exemptions: The charter service regulation exempts the following services:

- 1) Transportation of Employees, Contractors, and Government Officials: Subrecipients are allowed to transport their employees, other transit system employees, transit management officials, transit contractors and bidders, government officials and their contractors, and official guests to or from transit facilities or projects within its geographic service area or proposed geographic service area for the purpose of conducting oversight functions such as inspection, evaluation, or review.
- 2) Private Charter Operators: The prohibitions do not apply to private charter operators that receive, directly or indirectly, Federal financial assistance under the over-the-road bus accessibility program or to non-FTA funded activities of private charter operators that receive, directly or indirectly, FTA financial assistance.
- 3) Emergency Preparedness Planning and Operation: Subrecipients are allowed to transport their employees, other transit system employees, transit management officials, transit contractors and bidders, government officials and their contractors, and official guests for emergency preparedness planning and operations.
- 4) Section 5310, 5311, 5316, and 5317 Recipients: The prohibitions do not apply to subrecipients that use Federal financial assistance from FTA for program purposes, that is, transportation that serves the needs of either human service agencies or targeted populations (elderly, individuals with disabilities) under Section 5310, 5311, 5316, or 5317. Program purposes do not include exclusive service for other groups formed for purposes unrelated to the special needs of the identified targeted populations.
- 5) Emergency Response: Subrecipients are allowed to provide service for up to 45 days for actions directly responding to an emergency declared by the President, governor, or mayor or in an emergency requiring immediate action prior to a formal declaration.
- 6) Recipients in Non-Urbanized Areas: Subrecipients in non-urbanized areas may transport employees, other transit systems' employees, transit management officials, and transit contractors and bidders to or from transit training outside its geographic service area.

2 Exceptions

Exceptions: The charter regulation excepts the following community based charter services:

- 1) Government Officials: A subrecipient is allowed to provide charter service (up to 80 charter service hours annually) to government officials (Federal, state, and local) for official government business, which can include non-transit related purposes, if the subrecipient:
 - a) Provides the service in its geographic service area
 - b) Does not generate revenue from the charter service, except as required by law

Record-Keeping After Providing Charter Service: Government organization's name, address, phone number, and e-mail address; the date and time of service; the number of passengers (also the number of government officials); the origin, destination, and trip length (miles and hours); fee collected if any; and the vehicle number for the vehicle used to provide service.

The subrecipient may petition ALDOT to petition FTA for additional charter service hours (more than 80 charter service hours annually). Refer to §604.6 for additional information.

2) Qualified Human Service Organization (QHSO):

A subrecipient is allowed to provide charter service to a QHSO for the purpose of serving persons:

- a) With mobility limitations related to advanced age
- b) With disabilities
- c) With low income

If the QHSO receives funding, directly or indirectly, from the programs listed in Appendix A of the regulation, the QHSO is not required to register on the FTA's charter registration website. Otherwise, the QHSO is required to register. The subrecipient may provide service only if the QHSO is registered at least 60 days before the date of the first request for charter service.

Record-Keeping After Providing Charter Service: QHSO's name, address, phone number, and e-mail address; the date and time of service; the number of passengers; the origin, destination, and trip length (miles and hours); fee collected if any; and the vehicle number for the vehicle used to provide service.

3) Leasing of Equipment and Driver: A subrecipient is allowed to lease its FTA funded equipment and drivers to registered charter providers for charter service only if all of the following conditions exist:

- a) The private charter operator is registered on the FTA charter registration website
- b) The registered charter provider owns and operates buses or vans in a charter service business
- c) The registered charter provider received a request for charter service that exceeds its available capacity either of the number of vehicles operated or the number of accessible vehicles operated by the registered charter provider
- d) The registered charter provider has exhausted all of the available vehicles of all registered charter providers in the subrecipient's geographic service area

Record-Keeping After Providing Charter Service: Registered charter provider's name, address, phone number, and e-mail address; the number, types, and vehicle identification numbers for all vehicles leased; and support documentation for conditions (shown as letters a-d herein).

4) No Response by Registered Charter Provider: A subrecipient is allowed to provide charter service, on its own initiative or at the request of a third party, if no charter provider registered on the FTA's website responds to the notice issued by e-mail to registered charter providers in the geographic service area (pursuant to 604.14):

- a) Within 72 hours for charter service requested to be provided in less than 30 days, or
- b) Within 14 calendar days for charter service requested to be provided in 30 days or more.

The subrecipient is not allowed to provide charter service under this exception if a registered charter provider indicates an interest in providing the charter service described in the notice and the registered charter provider has informed the subrecipient of its interest in providing the service.

This is true even if the registered charter provider does not ultimately reach an agreement with the customer.

If the subrecipient is interested in providing charter service under this exception, the subrecipient shall provide e-mail notice to registered charter providers in the subrecipient's geographic service area by the close of business on the day the subrecipient received the request unless the request was received after 2:00 pm, in which case the notice shall be sent by the close of business the next business day.

Record-Keeping After Providing Charter Service: Group's name, address, phone number, and e-mail address; the date and time of service; the number of passengers; the origin, destination, and trip length (miles and hours); fee collected if any; and the vehicle number for the vehicle used to provide service.

- 5) Agreement with All Registered Charter Providers: The subrecipient is allowed to provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the subrecipient's service area. The subrecipient is allowed to provide charter service up to 90 days without an agreement with a newly registered charter provider in the geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing a 90 day notice to the subrecipient.
- 6) Petitions to the Administrator: The subrecipient may petition ALDOT to petition the Administrator for an exception to the charter service regulations to provide charter service directly to a customer for:
 - a) Events of regional or national significance. The petition shall describe how registered charter providers were consulted and will be utilized and include a certification that the subrecipient has exhausted all the registered charter providers in its service area. The petition must be submitted at least 90 days before the first day of the event.
 - b) Hardship (only for non-urbanized areas under 50,000 in population or small urbanized areas under 200,000 in population). The exception is only available if the registered charter providers have deadhead time that exceeds total trip time from initial pick-up to final drop-off, including wait time. The petition shall describe how the registered charter provider's minimum duration would create a hardship on the group requesting the charter service.
 - c) Unique and time sensitive events (e.g., funerals of local, regional, or national significance) that are in the public's interest. The petition shall describe why the event is unique and time sensitive and would be in the public's interest.

The subrecipient must retain records of each charter service provided for at least three years. Charter service hours include time spent transporting passengers, time spent waiting for passengers, and "deadhead" hours (time spent getting from the garage to the origin of the trip and then the time spent from trip's ending destination back to the garage). All subrecipients that provide charter services are required to submit a charter service report to ALDOT within 15 days after charter services are performed for the applicable exceptions.



Press Register

LEGAL AFFIDAVIT

AD#: 0008650105

State of Alabama,) ss

County of Mobile)

Larry Leibengood 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 05/30/2018

Larry A. Leibengood
Principal Clerk of the Publisher

Sworn to and subscribed before me this 30th day of May 2018

Juanita Depuy
Notary Public



PUBLIC HEARING NOTICE

The Baldwin Regional Area Transit System is applying to the Alabama Department of Transportation for an administrative, operating and capital assistance grants under 49 U.S.C. Section 5307 and 5311 of the Federal Transit Laws, as codified. The operating grant will provide financial assistance for public transportation service for the residents of Baldwin County during FY 2019. The service currently operates Monday through Friday, 5:30 a.m. to 7:00 p.m. with limited service on weekends. All residents, including wheelchair users, must schedule service 24 hours in advance. Current fares average from \$2.00 to \$7.00 per one-way trip.

The funds will be used as federal assistance for:

5307 Federal Share/5311 Federal Share/
Total
Operating \$81,542.24/\$912,875.27/
\$994,417.51
Administration \$556,252.00/
\$556,252.00
Bus Rolling Stock \$45,600.00/
\$495,200.00/\$540,800.00
Transit Boarding Shelter
\$80,000.00/\$80,000.00

Totals:
\$127,142.24/\$2,044,327.27/\$2,171,469.51

The total program of project cost is \$3,950,150.00. The Project as funded at (50/50) operating and (80/20) capital and administration. The Federal Transit Administration (FTA) share for the total program of projects is \$2,171,469.51. The capital grants will provide financial assistance to purchase 10 wheelchair lift-equipped transit vehicles, and facility improvement of a boarding shelter for the Baldwin County's public transportation service (BRATS) during FY 2019. Copies of the detailed service description, proposed changes, and project budget may be obtained at the transit system office located at 18100 County Road 54 Robertsdale, Alabama Monday - Friday between 8 a.m. - 4 p.m.

A public hearing will be held on June 7, 2018 at 9:00 a.m. in the Baldwin County Commission Chambers at the Baldwin County Commission Administration Building located at 322 Courthouse Square, Bay Minette, Alabama for public comment.

The public hearing is open to all individuals. Reasonable accommodations will be provided, upon request, for individuals with disabilities or those with limited English proficiency. Any person requiring accommoda-

tions or information in another language or alternative formats to participate in the meeting should contact BRATS at 251-972-6817 at least two days prior to the meeting. For questions or more information, contact Taylor Rider, Director, Baldwin Regional Area Transit System (251) 972-6817. Baldwin Regional Area Transit System does not discriminate against any individual on the basis of race, color, or national origin. PRESS REGISTER May 30, 2018

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

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. Wallace 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:

06/01/2018

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.

Am Wallace
April M. Wallace, Legal Ad Representative

x *Amber Kimbler*
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 06/01/2018.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 285361

Baldwin Regional Area Transit System

Amount of Ad: \$95.28

Legal File# Baldwin Regiona

Public Hearing Notice

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The funds will be used as federal assistance for:

Operating:
5307 Federal Share \$81,542.24
5311 Federal Share \$912,875.27
Total \$994,417.51

Administration:
5307 Federal Share
5311 Federal Share \$556,525.00
Total \$556,525.00

Bus Rolling Stock:
5307 Federal Share \$45,600.00
5311 Federal Share \$495,200.00
Total \$540,800.00

Transit Boarding Shelter:
5307 Federal Share
5311 Federal Share \$80,000.00
Total \$80,000.00

Total:
5307 Federal Share \$127,142.24
5311 Federal Share \$2,044,327.27
Total \$2,171,469.51

The total program of project cost is \$3,950,150.00. The Project as funded at (50/50) operating and

(80/20) capital and administration. The Federal Transit Administration (FTA) share for the total program of projects is \$2,171,469.51. The capital grants will provide financial assistance to purchase 10 wheelchair lift-equipped transit vehicles, and facility improvement of a boarding shelter for the Baldwin County's public transportation service (BRATS) during FY 2019.

Copies of the detailed service description, proposed changes, and project budget may be obtained at the transit system office located at 18100 County Road 54 Robertsdale, Alabama Monday Friday between 8 a.m. - 4 p.m.

A public hearing will be held on June 7, 2018 at 9:00 a.m. in the Baldwin County Commission Chambers at the Baldwin County Commission Administration Building located at 322 Court-house Square, Bay Minette, Alabama for public comment.

The public hearing is open to all individuals. Reasonable accommodations will be provided, upon request, for individuals with disabilities or those with limited English proficiency. Any person requiring accommodations or information in another language or alternative formats to participate in the meeting should contact BRATS at 251-972-6817 at least two days prior to the meeting.

For questions or more information, contact:

Taylor Rider
Director
Baldwin Regional Area Transit System
(251) 972-6817

Baldwin Regional Area Transit System does not discriminate against any individual on the basis of race, color, or national origin.
June 1, 2018

RECEIVED
JUN 11 2018



Baldwin County Commission

Agenda Action Form

File #: 18-0270, **Version:** 1

Item #: H2

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

B. Taylor Rider, BRATS Director of Transportation

Submitted by: Chandra Middleton, Assistant Director of Transportation

ITEM TITLE

Submission of Fiscal Year 2019 Section 5311 Rural Public Transportation Grant

STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution 2018-086 authorizing the Baldwin County Commission to commit \$1,645,558.26 as local non-federal match for operations, administration, and capital expenditures under the Section 5311 Non-Urbanized Area Public Transportation Program during Fiscal Year 2019; and
- 2) Adopt Resolution 2018-087 authorizing the execution and submittal of a Fiscal Year 2019 Section 5311 Grant Application to the Alabama Department of Transportation (ALDOT) relating to public transportation; and
- 3) Authorize the Chairman to sign the application and any related documents, any related award documents, and any related reporting documents; and
- 4) Authorize Baldwin Regional Area Transit System (BRATS) staff to submit the Fiscal Year 2019 Section 5311 agreement to ALDOT.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Since 1985, the BRATS has received an annual Section 5311 grant from the Federal Transit Administration, which passes through ALDOT. The funds are used to provide public transportation to the citizens of Baldwin County. The Fiscal Year 2019 request for federal assistance is \$2,044,328.27 and the local match requirement is \$1,645,558.26 which will be included as part of the Fiscal Year 2019 BRATS's Budget. These federal funds are 80% of Capital and Administration Cost and 50% of Operational cost. A Public Hearing has been advertised for and held on June 7,

2018 at 9:00 a.m. in the Baldwin County Commission Chambers in Bay Minette, Alabama, to allow for comments on the proposed transportation service.

The application was due June 25, 2018 however an extension was granted until July 3, 2018.

BRATS staff has submitted an unsigned copy of the application to ALDOT and if approved, the signed original application will be overnighted to ALDOT on July 3, 2018.

The final grant application is/contains proprietary information, so it is marked confidential.

FINANCIAL IMPACT

Total cost of recommendation: \$3,689,885.53 with \$2,044,327.27 offset by 5311 Grant Revenue, \$449,820.00 offset by Farebox Revenue, \$307,561 offset by Contract Revenue resulting in \$888,177.05 in Local Match.

Budget line item(s) to be used: Fiscal Year 2019 Budget

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: Deadline extension to July 3, 2018

Individual(s) responsible for follow up: Administration staff and BRATS staff

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

Administration to print letters on letterhead and obtain the Chairman and Administrator's signatures where appropriate, provide the county seal and forward original document to BRATS staff. BRATS Staff will attach legal affidavit and ensure document order and completion for overnight submittal of the original grant documents to ALDOT. BRATS staff will manage grant once ALDOT approves agreement, implement grant and request reimbursement.

1. Fiscal Year 2019 Rural Transit Program Application Letter
2. Letter of Designation (Designated Agency Letter)
3. Local Match Commitment Letter
4. Local Match Certification
5. Authorization Resolution 2018-086
6. Authorizing Resolution 2018-087

Address letters to the attention of:

Mr. D. E. Phillips, Jr., P. E.

State Local Transportation Engineer

Local Transportation Bureau

Alabama Department of Transportation

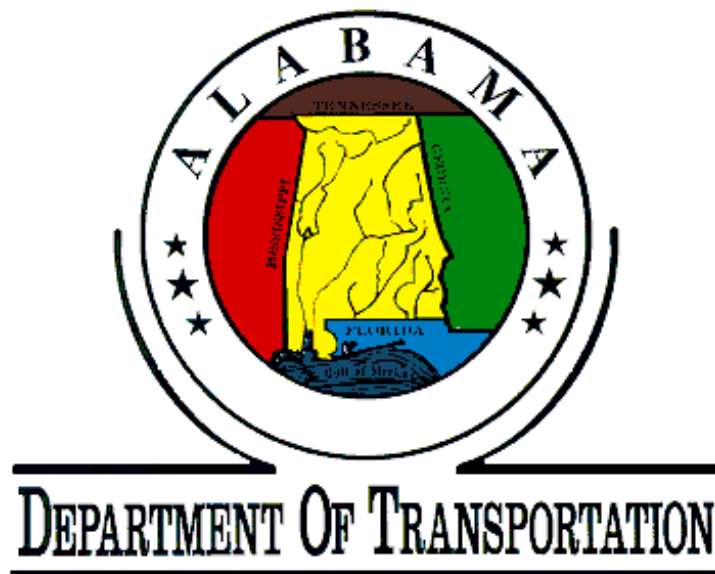
1100 John Overton Drive

Montgomery, Alabama 36110

Additional instructions/notes: Mr. Taylor Rider will pick up for overnight processing. Pages which require the Commissioner signature are 13, 14, 32, 33, 34 & 56.

**ALABAMA DEPARTMENT OF TRANSPORTATION
LOCAL TRANSPORTATION BUREAU
Public Transit Section**

**FEDERAL TRANSIT ADMINISTRATION
FEDERAL FISCAL YEAR 2019
SECTION 5311 APPLICATION AND GUIDELINES
*(Includes Job Access and Reverse Commute)***



Dissemination Date: May 4, 2018

Due Date: June 15, 2018

INSTRUCTIONS

1 GENERAL INFORMATION

This application package contains information and application forms for the **Federal Transit Administration (FTA) Section 5311 Program**. The Alabama Department of Transportation (ALDOT) administers Alabama's Rural Transit Program (49 USC Section 5311) for the Federal Transit Administration (FTA). Federal rural area transit funds are provided to eligible applicants following submission and approval of a grant application.

According to **FTA Circular 9040.1G**, the purpose of the Section 5311 program is to support public transportation for people living in any area outside of an urbanized area (UZA) as designated by the Bureau of the Census. A UZA consists of a core area and the surrounding densely populated area with a total population of 50,000 or more, with boundaries fixed by the Bureau of the Census. Areas not within a UZA as of the 2010 Census are eligible for Section 5311 funding even if they are included within the metropolitan area planning boundary (which includes the surrounding area expected to be urbanized within 20 years and/or the air quality nonattainment boundary). A rural area is defined as “an area encompassing a population of less than fifty thousand people that has not been designated in the most recent decennial census as an ‘urbanized area’ by the secretary of Commerce”.

1.1 Required Exhibits

The Section 5311 program application comprises several narrative exhibits. These exhibits are described in detail in the following pages. The required exhibits in the application must appear in the order listed on the [Checklist](#) (see **Section 1.10** for details). Examples of several of the required exhibits are found in the application package. You may use the blank forms included with this application to aid in developing the required exhibits.

1.2 General Program Information and Requirements

Applicants are encouraged to review the most current **State Management Plan** at <https://www.dot.state.al.us/ltweb/transit/index.html> and visit the FTA Website at <https://www.transit.dot.gov/> to access current circulars and review the most current Master Agreement and other pertinent documents relating to the Section 5311 public transportation program before proceeding.

Applications must be for eligible services, eligible service areas, eligible recipients, and eligible expenses, and must be properly matched. Applicants must also assure compliance with conditions placed on recipients of federal funds. These include, but are not limited to, transit service coordination, civil rights, private enterprise participation, compliance with safety and drug free workplace regulations, and competitive procurement of goods and services paid for with federal grant funds.

1.3 Job Access and Reverse Commute (JARC) Activities

MAP-21 created a new eligible project category for “job access and reverse commute projects” under Section 5311. This category includes all types of projects that were formerly eligible under the Section 5316 Job Access and Reverse Commute (JARC) Program. Examples of eligible projects are listed below. There is no requirement or limit to the amount of Section 5311 funds that can be used for these projects. As a result of the passage of MAP-21, activities formerly listed as eligible under the JARC Program will now be listed in the expanded list of eligible activities under Section 5311 and also under Section 5307.

Unexpended JARC Section 5316 Funds: ALDOT will continue to sub-allocate unexpended JARC funds authorized under SAFETEA-LU for eligible projects until they are exhausted.

A job access and reverse commute project is defined as:

“a transportation project to finance the planning, capital and operating costs that support the development and maintenance of transportation services designed to transport welfare recipients and eligible low income individuals to and from jobs and activities related to their employment, including transportation projects that facilitate the provision of public transportation services from urbanized areas and rural areas to suburban employment locations.”

Requests by eligible subrecipients for Section 5311 program funds to support JARC activities as administered by ALDOT will be considered on a case-by-case basis. In order for a job access and reverse commute proposal to be considered, projects must document that they meet the following requirements:

- Existing Services. Eligible job access and reverse commute projects must provide for the maintenance of eligible job access and reverse commute services. Recipients may not reclassify existing public transportation services that have not received funding under the former Section 5316 program as job access and reverse commute services in order to qualify for operating assistance. In order to be eligible as a job access and reverse commute project, a proposed project must qualify as a “maintenance project” as follows:
 - (a) Maintenance Projects: “Maintenance of transportation services” means projects that continue and maintain job access and reverse commute projects and services that received funding under the former Section 5316 program.
- Existing Reverse Commute Projects. Reverse commute projects are a category of job access and reverse commute projects that provide transportation services from urbanized and rural areas to suburban employment locations. Generally, these services increase the capacity of public transportation services operating in the reverse direction of existing peak services. Reverse commute projects may only qualify as job access and reverse commute projects under Section 5311 if they meet all other requirements, including having been designed to transport welfare recipients and eligible low-income individuals to and from jobs and employment related activities.

Applicants are encouraged to submit projects that meet the transportation needs to and from employment and also advance the principles of human services-transit coordination.

Examples include:

- Late-night and weekend service.
- Transit-related aspects of bicycling (i.e., adding bicycle racks to vehicles to support individuals that may use this mode for a portion of their commute).
- Intelligent Transportation System (ITS) and other forms of technology to help plan and operate coordinated systems i.e., Geographic Information Systems mapping, Global Position System technology, coordinated vehicle scheduling, dispatching, and systems to help track costs and billing.
- Supporting mobility management and coordination programs among public transportation providers and other human service agencies. Mobility management activities may include:
 - 1) The promotion, enhancement, and facilitation of access to transportation services, including the integration and coordination of services for individuals with disabilities, older adults, and low-income individuals.
 - 2) Support for short-term management activities to plan and implement coordinated services.
 - 3) The support of state and local coordination policy bodies and councils.
 - 4) The operation of transportation brokerages to coordinate providers, funding agencies and customers.
 - 5) The provision of coordinated services, including the customer-oriented travel navigator systems and neighborhood travel coordination activities of the employer-oriented transportation management organizations and human service organizations.
 - 6) The development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among support programs.

Ineligible: Ineligible activities include, but are not limited to, gasoline vouchers.

FAST Act Eligible existing JARC activities will be considered on a case-by-case basis during the annual application process. The advertised Program of Projects (POP) must separately identify all JARC projects. The budget submitted by the subrecipient through the application process shall define the JARC category and amount of funds the subrecipient wishes to receive. Any variation shall require prior approval from ALDOT.

1.3.1 JARC BUDGET

Budget: Eligible existing JARC activities will be considered on a case-by-case basis during the annual application process. The budget submitted by the subrecipient through the application process shall define the category and amount of funds the subrecipient wishes to receive.

1.3.2 JARC PUBLIC NOTICE

The advertised Program of Projects (POP) must separately identify all JARC projects. **The Public Hearing Notice will include a brief description of any Job Access and Reverse Commute (JARC) activities included in the Section 5311 Application.**

1.4 Section 5311 Program Threshold Requirements

Section 5311 funds must be used for the provision of public transit in non-urbanized (rural) areas on a regular and continuing basis.

Services may be designed to maximize usage of the service by transportation disadvantaged persons as long as there is no restriction on public use of the service. Transportation services may not be designed exclusively to serve the transportation requirements of social service agencies or other specific agencies without regard for the mobility needs of the community as a whole.

Ineligible Services: Charter, sightseeing, and exclusive school bus services are not eligible services under the Section 5311 Program.

1.5 Charter Service

FTA grantees are prohibited from using federally funded equipment and facilities to provide charter service except on an incidental basis and when one or more of applicable exceptions as set forth in the charter service regulation at 49 CFR 604.9 (b) applies. Charter service is an allowable activity on an incidental basis if the applicant successfully completes the charter public notice requirements and no “willing and able” private charter providers are available. Applicants must reference Federal Transit Act, as amended 49 CFR 604.11(c). Please refer to the **Appendix** for more details on Charter Service.

1.6 Funding Ratios for Capital Projects

✳ **Capital Projects:** All capital projects are funded at the 80/20 Federal to local match ratio unless otherwise specified (please see “Bicycle Racks and Access” below).

✳ **Clean Air Act (CAA) or Americans with Disabilities Act (ADA) Equipment and/or Facilities:** The federal share for vehicle-related equipment and/or facilities required by the Clean Air Act (CAA) or the ADA is 80%.

✳ **Bicycle Racks and Access:** The Federal share may be 90 percent for those capital projects used to provide access for bicycles to transit facilities, or to install racks or other equipment for transporting bicycles on transit vehicles.

1.7 Capacity and Legal Authority

All grant recipients must demonstrate that they have the requisite fiscal and managerial capability, and legal authority, to receive the federal funds applied for and to carry out the project for which funds are sought.

1.8 Match

An acceptable combination of local funding (private or public) should be identified and committed to provide the required non-federal share. Applicants are not authorized to place liens on federally funded capital equipment in order to borrow funds to be used as local match.

The Section 5311 Program permits required match to be derived from other unrestricted federal funds. Contract revenues from social service agencies may also be used as local match in the Section 5311 Program. Non-cash items such as donations of goods and services, volunteered services or in-kind contributions are eligible as local match for operating funds only if the value of each is formally documented and supported. Recipients may use funds from other Federal agencies (non-DOT) for the entire local match if the other agency makes the funds available to the recipient for the purposes of the project. The only DOT funds that States can use as local match for Section 5311 projects are from the Federal Lands Highway Program cited in 49 U.S.C. 5311(g)(3). Section 5310 or other FTA funds cannot be used as match for Section 5311 program funds. Even though funds are made available to the rural transit provider through a service agreement with a State or local social service agency or private social service organization, FTA funds may not be used as match because they are derived from a DOT program. Such funds may, however, be treated as farebox revenue.

1.9 Technical Assistance

Technical Assistance is available to any Applicant for Section 5311 funds through ALDOT. Request Technical Assistance by calling or sending an email using the Contact Information listed below.

Alabama Department of Transportation
Local Transportation Bureau
Transit Section
1100 John Overton Drive
Montgomery, AL 36110
Telephone: (334) 353-6417
Fax: (334) 353-6451
E-mail: brookswi@dot.state.al.us
Website: <https://www.dot.state.al.us/ltweb/transit/index.html>

1.10 General Instructions and Format of the Application

The forms and required exhibits included in this package provide the Alabama Department of Transportation with the information necessary to ensure compliance with State and Federal requirements. The required submissions must be complete and correct. Applicants should be aware that there are severe penalties and sanctions for furnishing false information in order to obtain federal grants.

* **Only One (1) Application per Agency:** Submit only one (1) application per agency, even if the agency will be applying for assistance at multiple locations. If there are multiple locations, it will be necessary to submit multiple originals of some Exhibits (one for each location).

* **Completed Checklist Is Required:** The completed application package must be submitted in the order listed on the **Checklist**. One original application must be securely clipped (**no binders or dividers, please**) and submitted to the Alabama Department of Transportation's Local Transportation Bureau. On the **Checklist**, enter the page number corresponding to each Exhibit and return the **Checklist** with your application to ensure all Exhibits are included in the correct order. The completed **Checklist** will be placed at the front of the Application (before **Exhibit 1**).

* **Application Format:** Do not staple or insert into a hard-bound notebook. Use a clip or rubber band to attach pages together. The reviewer must be able to easily copy and use each Exhibit as needed.

* **Pagination / Text on One Side of Paper Only:** All pages should be on 8.5" x 11" inch paper. Number all pages consecutively in whole numbers (example: 1, 2, 3, etc.). Text on one side of the paper is the only acceptable format. The reviewer must be able to easily copy and use each Exhibit as needed.

* **Public Hearing:** A Public Hearing is required (see **Exhibit 8** for details).

* **Signatures:** Information should be typed and signed in the appropriate areas. All signatures must be the originals of the authorized official for the applicant organization or agency (for example, mayor, county commission chairman, or executive director).

1.11 Application Due Date

Applications must be received at the ALDOT Local Transportation Bureau no later than **5:00 PM** on **June 15, 2018**.

Fiscal Year 2019 Section 5311 Application Checklist

Application Deadline: **June 15, 2018**

Agency: _____

Exhibits	Required Application Package	Page No.
1	Section 5311 Current Data Sheet	
2	Application Letter	
3	Designated Agency Letter	
4	Current System and Project Description Form <ol style="list-style-type: none"> 1. General description of service area including delineated boundaries <ol style="list-style-type: none"> (a) Service Area Population (b) Service Area Square Miles (c) System Start-up Date (d) Brief History of System (e) Mission Statement (f) Current Year Goals and Objectives 2. General description of applicant and subcontractors and copy of organizational chart(s) 3. General Description of proposed transportation service <ol style="list-style-type: none"> (a) Specific route information and highlighted map (8½" x 11") of service area(s) (b) General description of proposed services to be provided outside of service area and support documentation (c) Hours and days of operation (d) Number of project vehicles in operation (e) Number of back-up vehicles (f) Eligible users of service (g) Service changes from previous year (h) Planned system changes for next year 4. Current fare structure <ol style="list-style-type: none"> (a) Description of fare eligibility process and support documentation, if applicable (b) Date of last fare increase (c) Planned fare increases (d) Operating recovery ratio 5. Copy of system brochure 6. Describe efforts to market or promote system 7. Describe your method of implementing and announcing service changes and fare Increases 8. Describe coordination efforts <ol style="list-style-type: none"> (a) Attachment - directory of local Transportation Steering Committee (b) Attachment - schedule of Transportation Steering Committee meetings for FY-2019 9. System Safety, Security and Emergency Preparedness Plan (SSEPP) updates as applicable 	

Fiscal Year 2019 Section 5311 Application Checklist (continued)

Agency: _____

Place completed "Checklist" in front of Exhibit 1

Exhibits	Required Application Package	Page No.
5	Capital Equipment <ol style="list-style-type: none"> 1. Vehicle Inventory Form 2. Fleet Replacement Form 3. Vehicle Profile Sheet 4. Non-Expendable Equipment Inventory Form 	
6	Project Budget Worksheet <ol style="list-style-type: none"> 1. FY-2019 Line Item Budget Sheet 2. Source of Budget Funds Sheet 3. Section 5311 Vehicle Request Budget Form 4. Local Match Documentation (Letter or Certification <u>and</u> required Resolution) 5. Approved Indirect Cost Rate proposal, if applicable 	
7	Cost Allocation and Vehicle Depreciation Schedule <ol style="list-style-type: none"> 1. Chart of Accounts 2. Cost Allocation Matrix 3. Vehicle Depreciation Schedule 	
8	Public Participation Process <ol style="list-style-type: none"> 1. Copy of the Public Hearing Notice as it appeared in the newspaper 2. Notarized statement verifying publication (publisher's affidavit) 3. Summary or transcript of the Public Hearing signed by an official of the transit system 	
9	Complaint and Bid Protest Procedures <ol style="list-style-type: none"> 1. Copy of written procedures addressing complaints within and without the organization (excluding Title VI) 2. Copy of Bid Protest Procedures 	
10	Authorizing Resolution	
11	Job Access and Reverse Commute (JARC) <ol style="list-style-type: none"> 1. JARC Applicant Overview 	
	2. JARC Project Narrative	
	3. JARC Project Budget for FY-2019	
	Operating Budget	
	Planning and Capital Budget	
	Section 5316 / 5311 Vehicle Request Budget Form	
	Mobility Management Budget	
Appendix	Charter Service (Provided for Information Only)	

EXHIBIT DESCRIPTIONS

EXHIBIT 1 – Section 5311 Current Data Sheet

The current data sheet provides agency contact and general project information. Complete instructions and the required form follow:

INSTRUCTIONS

- 1: Fill in grant applicant name and address
- 2: Fill in date of application and agency profile information
- 3: Indicate any providers or subcontractors, other than applicant, that will receive funds from this application
- 4: List the area(s) and congressional district(s) to be served by the project
- 5: List service area population and square miles (numbers only)
- 6: List hours and days of operation
- 7: Complete the Funding Summary (round to whole dollars)
- 8: List the agency project number and county/counties to be served by the project
- 9: List service contract(s) and amount(s) for FY-2019 (Attach additional sheets if necessary)

Exhibit 1: Section 5311 Current Data Sheet
(Do Not Include JARC Information on This Exhibit)

ALABAMA RURAL PUBLIC TRANSPORTATION PROGRAM
FISCAL YEAR 2019

1. Name and Address of Applicant	2. Date: Contact Person: Telephone : Fax : E-Mail Address:
3. Names of Subcontractors	4. Area(s) To Be Served By Project and Congressional District(s)
5. Service Area Population and Square Miles (numbers only)	6. Hours and Days of Operation

7. Funding Summary:

Budget Category	A. Section 5311 Funds	B. Local Funds	C. Contract Revenue ¹	D. Farebox	E. Total
1. Operating					
2. Administration					
3. Capital					
4. Planning					
5. Total					

¹ Contract revenue (non-DOT Federal only) may be applied to operating or administration costs as local match once 10% farebox recovery has been accomplished.

8. Project Number: RPT- _____ County(ies) Served: _____

9. List Service Contract(s) and Estimated Amount(s) for FY- 2019
(Use additional sheets, if necessary)

EXHIBIT 2 – Section 5311 Application Letter

This letter must state that the grant applicant is applying for public transportation operating, administration, capital, *and/or* planning assistance in accordance with Federal Transit Laws (as codified, 49 USC Section 5311, Financial Assistance for rural areas). This Exhibit must be on **Applicant's Letterhead** and must include the following information:

- * State amount of rural transit (Federal) funds requested
- * [Sample Letter's Paragraph 2, Sentence 1](#), will state the amount of Local Assistance ([including Farebox](#)) to be used as Non-Federal match.
- * Include applicant's statement that to the best of its knowledge, all the information contained within the application is true and correct
- * State name of principal contact person and telephone number.
- * Include signature of the person designated by the applicant's governing body to be responsible for administration of the grant.

This letter (on applicant's letterhead) must be addressed to:

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110

A sample application letter follows.

Sample Section 5311 Application Letter

(Place on Agency's Letterhead)

Date

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110

Dear Mr. Phillips:

FY-2019 SECTION 5311 (RURAL) TRANSIT PROGRAM APPLICATION

The **(Applicant)** is hereby applying for a Section 5311 **(administration / operating / capital / planning)** grant under 49 USC Section 5311, to assist in the operation of the **(Name)** Public Transit System for the period covering October 1, 2018 to September 30, 2019. The project application has been reviewed and approved by the **(Applicant's Governing Authority)**. The requested amount of Federal assistance is as follows:

Federal Administration Assistance:	\$ _____
Federal Operating Assistance:	\$ _____
Federal Capital Assistance:	\$ _____
Federal Planning Assistance:	\$ _____

Local assistance in the amount of \$ _____ will be used as the non-federal match. The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial and technical capacity to carry out the proposed project. If you have questions or need further information, please contact **(principal contact)** at (____) **(telephone number)**.

Respectfully,

Signature of Designated Official
Title

EXHIBIT 3 - Designated Agency Letter

This letter is required in cases where the governing authority designates a third party as the implementing agency for its Section 5311 Program.

A sample letter of designation follows:

Sample Designated Agency Letter

(Place on County Commission Letterhead)

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110

Dear Mr. Phillips:

Subject: **Letter of Designation**

The **(County Commission)** has carefully considered the selection of an implementing agency for its Section 5311 project. We designate **(Designated Agency)** as our local implementing agency. The principal contact person for this project is **(principal contact)**.

If you have any questions on this designation, please contact **(principal contact)** at **(telephone number)**.

Sincerely,

Signature of Designated Official
Title

EXHIBIT 4 - Current System and Project Description Form

Complete the **Current System and Project Description Form**. Each section must reflect complete and accurate information for your transit system. The required **Current System and Project Description Form** follows.

Current System and Project Description Form

4.1. General description of the service area, including the geographic location, and delineating the geographic boundaries:

- (a) Service Area Population (numbers only):
- (b) Service Area Square Miles (numbers only):
- (c) System Start-up Date (date the transit system began receiving Rural Transit [Section 5311] funds):
- (d) Brief History of System:
- (e) Mission Statement:
- (f) Current Year Goals and Objectives (provide at least one goal and at least one objective):

4.2. General description of the eligible applicant and any subcontractors. Include organizational chart(s) from upper level downward (for example, Executive Director at top, Management in middle, and Drivers at the bottom).

4.3. General description of proposed transportation service such as “contract, subscription, commuter express, demand response”, etc.

- (a) Specific route information including 8½" x 11" map(s) of service area(s) highlighting area(s) served. Such maps may be accessed, downloaded, and printed in PDF format via the link included below:

<http://alabamamaps.ua.edu/contemporarymaps/alabama/counties/>

- (b) **General description of service(s) to be provided outside of service area, including frequency of such service(s). For services that are provided outside of your service area, Letter(s) of Concurrence from each affected transit agency will be included in this section of the application.** Documentation certifying compliance with requirements of other States must be provided for services crossing state lines.

*** Multiple Maps-can be sent by CDs.**

- (c) Hours and days of operation:
- (d) Number of project vehicles in operation **(numbers only)**:
- (e) Number of back-up vehicles **(numbers only)**:
- (f) Eligible users of service:
- (g) Service changes from previous year (if any):
- (h) Planned system changes for next year (if any):

4.4. Current fare structure, including Elderly and Disabled (E&D) and/or Americans with Disabilities Act (ADA) fares, if applicable:

- (a) Description of fare eligibility process (attach copy of fare application form for elderly and disabled and/or Americans with Disabilities Act [ADA] and identification card, if applicable):
- (b) Date of last fare increase:
- (c) Planned fare increases (if any):
- (d) Operating recovery ratio (farebox + contract revenues divided by total operating costs):

4.5. Attach a copy of your system brochure.

4.6. Describe your efforts to market or promote the system (list type, number, and cost of promotional items distributed; describe any newspaper and/or Internet advertisements; and clearly describe the type and frequency of other efforts).

4.7. Describe your method of implementing and announcing service changes and fare increases.

4.8. Describe your efforts to coordinate with and involve the area transportation providers and human service agencies in the rural transit service including any involvement in the regional human service coordinated transportation planning process.

- (a) Attach directory of local Transportation Steering Committee.
- (b) Attach a schedule of Transportation Steering Committee meetings for FY-2019. At a minimum, the Transportation Steering Committee must meet once during the fiscal year.

4.9. Provide updates to your system's Safety, Security and Emergency Preparedness Plan (SSEPP) since the latest submission as applicable. If there are no updates to your SSEPP, a statement must be submitted stating such.

EXHIBIT 5 - Capital Equipment

This Exhibit requires the Applicant to provide information on federally funded capital equipment.

*****This Exhibit will include all vehicles that have been approved by ALDOT for the purpose of being used in the delivery of the general public services.*****

Complete the accompanying forms as indicated below:

Vehicle Inventory Form: The completed Vehicle Inventory Form includes the vehicle description, vehicle identification number, grant number (5307, 5309, 5339, 5311, etc.), cost, etc. Condition will be listed as new, excellent, good, fair, or poor. List recent vehicle disposals and vehicles planned for disposal along with estimated disposal dates. List the number and type of wheelchair accessible vehicles, and whether or not such vehicles meet ADA accessibility requirements.

Fleet Replacement Form: The completed Fleet Replacement Form includes a list of vehicles to be replaced (make/model, year of manufacture, vehicle identification number, month/year placed in revenue service, accumulated mileage, and estimated month/year to be removed from revenue service).

Vehicle Profile Sheet: The Vehicle Profile Sheet includes the vehicle identification number, vehicle type, mileage accumulation through **date to be provided by applicant agency**, seating capacity, tag number, model year, accessibility information, service utilization information, and service description.

Non-Expendable Equipment Inventory Form: The Non-Expendable Equipment Inventory Form shall include a list of all items other than vehicles that are not readily exhaustible (e.g., gasoline is exhaustible; a computer is not readily exhaustible, and is thus non-expendable). Please note that source grant refers to the FTA Section the Equipment was purchased with (5307, 5309, 5339, 5311, etc.). Condition will be listed as new, excellent, good, fair, or poor.

FY-2019 Vehicle Inventory Form

Transit System _____

Vehicle Description	Vehicle ID Number	Grant Number	Acquisition Date	Cost	% Federal Participation	Title Holder	Location, Condition (New, Excellent, Good, Fair, or Poor), and Use	Disposal Date

FY-2019 Fleet Replacement Form
List of Vehicles to be Replaced

Make/Model	Year of Manufacture	Vehicle ID Number (VIN)	Mo./Yr. Placed in Revenue Service	Accumulated Mileage	Estimated Mo./Yr. to be taken Out of Revenue Service

Vehicle Profile Sheet

INSTRUCTIONS

The following instructions are provided to assist in completing the Vehicle Profile Sheet. The required Form is provided on the next page and is also attached in an Excel version.

VIN Number:	Ensure that this number is correct. The Vehicle Identification Number (VIN) is necessary to link your information to the ALDOT inventory. Remember there is no letter "O" in a VIN number only zeros.
Funding:	Section 5311, Section 5307, ARRA, etc.
Vehicle Type:	Minivan; SV= Standard Van; CV= Commuter Van; MV= Modified Van; CCB= Cut-A-Way Chassis Bus and RCB= Rail Chassis Bus.
Mileage as of (Insert date):	ALDOT will use this mileage as a baseline for future comparisons.
Seating Capacity:	Enter the actual number of seats available.
Tag:	Vehicle's License Plate Number
Model Year:	Year of Chassis Manufacture
Lift:	Is the vehicle lift equipped? Answer Yes or No only.
Stations:	Enter the number of wheelchair stations (0, 1, 2, etc.)
Start Time of the Service:	This is the first time of the day that this vehicle is available for revenue service. Use military time (the 24-hour clock). This will allow for calculations later. The clock starts at 0100, which is 1:00 O'clock in the morning. You will type 01 then a colon then 00. (01:00). It will appear in the cell as 1:00. Likewise for 1:30 in the afternoon you will type 13 then a colon then 30 (13:30) and it will appear in the cell as 13:30.
End Time of the Service:	This is the last time of the day this vehicle is available for revenue service. The rest is the same as above.
Duration:	This field will be calculated in Excel; there is no need for an entry unless the Word version is used.
Usage:	C = Contract Service; DR = Demand Response; FR = Fixed Route or any combination; WR = Work Route; S = Subscription; O = Other (Specify).
Days of the Week:	Indicate the days of the week that the vehicle is available for revenue service.
Description:	Is this a dialysis route? Is it general public/demand response transportation? Is it a scheduled fixed route? Briefly describe the service being provided during the time period.

FY-2019 Vehicle Profile Sheet

VIN Number	Funding	Vehicle Type	Mileage as of (Insert Date)	Seating Capacity	Tag	Model Year	Lift (Yes/No)	Stations	Start Time	End Time	Duration	Usage	Sun	M	T	W	T	F	Sat	Description of Service

FY-2019 Non-Expendable Equipment Inventory Form

Transit System _____

Equipment Description	Equipment ID Number	Source Grant	Acquisition Date	Cost	% Federal Participation	Title Holder	Location / Condition (New, Excellent, Good, Fair, or Poor) and Use	Disposal Date

EXHIBIT 6 - Project Budget Worksheet

All applicants must submit project budget data showing detailed Administration and Operational expenses and revenue. This information demonstrates the availability of adequate funding to operate and maintain project equipment or vehicles. The budget line items identify specific operational and administration expenses eligible for Section 5311 funding. Please follow the format of the Samples provided.

✳ **Indirect Costs:** Title 2 CFR 200 Subpart E-Cost Principles (Super Circular) establishes Federal guidelines for identifying costs that can be reimbursed using Federal funds. According to these guidelines, an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate (ICR) is required when requesting reimbursement for indirect costs using Federal funds.

Approved Indirect Cost Rate (ICR) proposals must accompany budget submissions. Applicants awaiting cognizant agency approval of indirect cost rate proposals must submit copies of correspondence requesting such approval in lieu of the actual approval correspondence. If instances exist in which cognizant agencies no longer require annual indirect cost rate plan submissions, such plans must be submitted to ALDOT for review and/or evaluation. The proposal and related supporting documentation must be maintained for audit.

Please note that the Super Circular consolidates and eliminates the duplicative guidance found in eight (8) OMB circulars. Additional information may be accessed via the following links:

<https://www.fhwa.dot.gov/cfo/2cfr200guidance.cfm>

<https://www.transit.dot.gov/regulations-and-guidance/regulations-and-guidance>

✳ **Recovery:** Adequate funds must be allocated to the recovery portion of the operating budget to equate to **10%** of the total operating cost.

✳ **Match and Other Requirements:** All applicants must provide documentation of local matching funds including written commitments from each local funding source (indicating amount of funds authorized and committed as local match for the project). Documentation should be in the form of letters, certifications, or resolutions signed by authorized officials. *(See also Exhibit Description below).*

✳ **In-Kind Match:** In-kind contributions (donation of equipment, supplies, property, and/or services that are beneficial and used by the applicant) must have a documented cash value. In-kind match can include the services of volunteers. Such non-cash sources of local match are eligible only if the value of each is formally documented and supported in accordance with 49 CFR Part 18. ALDOT reserves the right to reject or disallow in-kind contributions as local share if the estimated cash value cannot be determined independently.

✳ **Exhibit Description:** This Exhibit comprises a Line Item Budget Sheet, Source of Budget Funds Sheet, Section 5311 Vehicle Request Budget Form, and Sources of Local Match documentation. Local Match is documented by either a Local Match Commitment Letter or a Local Match Certification and the required “Resolution Authorizing Local Matching Funds”. The approved Cost Allocation Plan or Indirect Cost Rate Proposal is included (if applicable).

SAMPLE LINE ITEM BUDGET SHEET

PROJECT COUNTY: [\[List County\]](#)
FISCAL YEAR 2019

PROJECT NUMBER: RPT-[\[List Number\]](#)

ORIGINAL: X

OPERATIONS

Drivers	\$173,400.00
Maintenance Supervisor	\$10,064.00
Fringes	\$43,836.00
Maintenance/Repairs	\$5,500.00
Uniforms	\$2,000.00
Tires	\$2,500.00
Fuel/Oil	<u>\$44,000.00</u>
TOTAL	\$281,300.00

SAMPLE LINE ITEM BUDGET SHEET (Continued)

PROJECT COUNTY: [\[List County\]](#)

FISCAL YEAR 2019

PROJECT NUMBER: RPT-[\[List Number\]](#)

ORIGINAL: X

ADMINISTRATION

Director	\$27,130.00
Coordinator	\$17,190.00
Bookkeeper	\$5,000.00
Fringes	\$7,300.00
Supplies	\$1,000.00
Telephone	\$1,000.00
Postage	\$500.00
Advertising	\$300.00
Mileage	\$1,500.00
Travel	\$500.00
Room/Meals	\$1,500.00
Registration/Fees	\$250.00
Dues	\$300.00
Professional Services	\$500.00
Office Equipment	\$1,000.00
Repair (Office)	\$500.00
Vehicle Insurance	<u>\$10,000.00</u>
Total	\$75,470.00

SAMPLE SOURCE OF BUDGET FUNDS SHEET

PROJECT COUNTY: [\[List County\]](#)
FISCAL YEAR 2019

PROJECT NUMBER: [RPT-\[List Number\]](#)

ORIGINAL: X

OPERATING BUDGET

Total Operating Cost	\$281,300.00
Less Direct Operating Revenues (10%)	
Farebox:	\$18,130.00
Other Revenue:	\$10,000.00
Net Operating Cost	\$253,170.00
Less Section 5311 Grant (50%)	\$126,585.00
Total Local Share (50%)	\$126,585.00

Contracts:	\$36,307.00
County Commission:	\$90,278.00

ADMINISTRATION BUDGET

Total Administration Cost	\$ 75,470.00
Less Section 5311 Grant (80%)	\$ 60,376.00
Total Local Share (20%)	\$ 15,094.00

County Commission:	\$15,094.00
---------------------------	--------------------

FY-2019 SECTION 5311 VEHICLE REQUEST BUDGET FORM (Form To Be Completed If Requesting Vehicles)

Agency Name: _____

Vehicle Type <i>Price ranges are estimates and subject to change. Prices include wheel-chair stations only. Other options are not included.</i>	Designed Seating Capacity	Number of Wheelchair Stations Per Vehicle	Engine Type G-Gas or D-Diesel	Number of Each Type Vehicle Needed	Intended Use R-Replacement E-Expansion N-New Service
Mini Van \$38,500	6	1 Station Available	Gas only		
Modified Van \$51,100-\$58,200	15		Gas only		
Cut-A-Way Chassis Bus \$51,000-\$55,600	17		Gas only		
Cut-A-Way Chassis Bus \$51,900-\$56,500	21		Gas only		
Cut-A-Way Chassis Bus \$53,300-\$58,000	25		Gas only		
Cut-A-Way Chassis Bus \$80,000-\$85,000	25		Diesel only		
Cut-A-Way Chassis, HD \$83,600-\$90,000	28-30		Gas only		
Cut-A-Way Chassis, HD \$90,000-\$96,000	28-30		Diesel only		
TOTALS					

Note: All vehicle capital requests will be evaluated by ALDOT. The number and types of vehicles awarded are contingent upon available funding.
 Replacement – an agency requesting to replace vehicles funded through ALDOT. Expansion – an agency currently has vehicles funded by ALDOT and desires to purchase new vehicles to meet service needs. New Service – an agency that has not purchased vehicles through ALDOT.

Prices are estimates only and are rounded to the nearest \$100.

Diesel-Powered 25 passenger Cut-A-Way Chassis Bus and the 28-30 passenger vehicles are currently pending contract renewal.

*****This page will not include JARC information, if applicable. The JARC Vehicle Request Budget Form is located in Exhibit 11.*****

Sample Local Match Commitment Letter
(Place on Agency's Letterhead)

Date

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110

Dear Mr. Phillips:

Subject: Local Match Commitment

The **(Applicant)** is applying for a Section 5311 **(administration / operating / planning / capital)** grant to aid in the operation of the **(transit agency)**. The administration, operating, planning, and/or capital expenses requested in this project have been reviewed and approved by the **(Applicant)** of **([Applicant's] County/Counties)**. We are requesting federal assistance in the amount of \$_____ for administration assistance, \$_____ for operating assistance, \$_____ for planning assistance, and \$_____ for capital expenses. Local assistance in the amount of \$_____ will be used as the non-federal match.

The **(Local Funding Source)** hereby acknowledges the local matching requirements for the referenced project and affirms assistance in the amount set forth above.

If you have any questions on this request, please contact **(principal contact)** at **(phone number)**.

Sincerely,

Signature of Designated Official
Title

Sample Local Match Certification

*(Include Farebox Revenue as part of General Fund or in an Appropriate Line Item,
Because Farebox Revenue Makes the Project "Whole".*

We, the undersigned representing _____,
(Applicant)

do hereby certify to the Alabama Department of Transportation that the required local funds for
the _____ Public Transportation Program are available from the following
source(s):

General Fund: \$ _____

Contracts: \$ _____

Advertising: \$ _____

Other: \$ _____

These funds will be available as of _____.
(Date)

Applicant _____
(Date)

(Title)

Sample Resolution Authorizing Local Matching Funds

RESOLUTION NO. _____

"SECTION 5311 RURAL AREA PUBLIC TRANSPORTATION"

WHEREAS, the **(Provider of Matching Funds)** recognizes the need for a public transportation program; and

WHEREAS, the **(Provider of Matching Funds)** is recognized as a member of the **(Any County)** Transportation Steering Committee; and

WHEREAS, the **(Provider of Matching Funds)** recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation include a local match of 50% for operating expenses and 20% for administration, planning, and capital expenses; and

WHEREAS, the **(Provider of Matching Funds)** recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Rural Area Public Transportation Program.

NOW, THEREFORE, BE IT RESOLVED, that the **(Provider of Matching Funds)** hereby commits the amount of **\$XXXXXXXXXX** as local non-federal match for operations, administration, planning, and capital expenditures under the Section 5311 Rural Area Public Transportation Program during Fiscal Year 2019.

Passed and adopted this the _____ day of _____, 20 ____.

Elected Official

ATTEST:

Clerk

Exhibit 6 (continued)

Approved Indirect Cost Rate Proposal, if applicable
(No Sample Provided)

EXHIBIT 7 - Cost Allocation and Vehicle Depreciation Schedule

All Section 5311 operators must have an approved cost allocation plan. Cost allocation is the agency's total expenditures divided among three categories: hours, miles and overhead. The hours and miles categories include all budget items that are attributable to vehicle operations and are used to calculate, in part, the "actual cost" to be recovered from all third party contract and allowable incidental charter services.

Vehicle depreciation is attributable to vehicle operations and must be included in full cost recovery calculations. Vehicle depreciation may be derived through straight-line depreciation methodology (i.e., Total Cost of Vehicle Divided by Service Life of Vehicle = Rate Per Mile) satisfying requirements of the Federal Transit Administration.

Vehicle depreciation costs must be included in the computation of third party transportation service rates and incidental charter service rates. Service contracts and incidental charter services must accomplish full cost recovery.

The overhead category includes all of the administration items. It is not necessary to include these overhead costs in third party contracting or incidental charter service rates. Compute fixed cost percentage as described in this Exhibit.

Samples of the following items follow:

- * Sample Chart of Accounts for "Any County"
- * Sample Cost Allocation Matrix for "Any County"
- * Sample Vehicle Depreciation Schedule for "XYZ Transit Agency"

Use the Excel worksheets provided with the Application to develop the following items:

- * Exhibit 7. Item 1. Chart of Accounts
- * Exhibit 7. Item 2. Cost Allocation Matrix
- * Exhibit 7. Item 3. Vehicle Depreciation Schedule

SAMPLE CHART OF ACCOUNTS

PROJECT COUNTY: Any County
FISCAL YEAR 2019

PROJECT NUMBER: RPT-00

ORIGINAL: X

AGENCY CHART OF ACCOUNTS

<u>Account</u>	<u>Amount</u>	<u>Assigned Category</u>
Director	\$27,130.00	Overhead
Coordinator	\$17,190.00	Hours
Bookkeeper	\$5,000.00	Overhead
Fringes (Coordinator)	\$7,300.00	Hours
Supplies (Office)	\$1,000.00	½ Miles, ½ Overhead
Telephone	\$1,000.00	Overhead
Postage	\$500.00	Overhead
Advertising	\$300.00	Overhead
Mileage	\$1,500.00	Overhead
Travel	\$500.00	Overhead
Room/Meals	\$1,500.00	Overhead
Registration/Fees	\$250.00	Overhead
Dues	\$300.00	Overhead
Professional Services	\$500.00	Overhead
Office Equipment	\$1,000.00	Overhead
Repair-office	\$500.00	Overhead
Vehicle Insurance	\$10,000.00	Miles
Drivers	\$173,400.00	Hours
Maintenance Supervisor	\$10,064.00	Hours
Fringes (Driver)	\$43,836.00	Hours
Uniforms	\$2,000.00	Hours
Maintenance/Repairs-Vehicles	\$5,500.00	Miles
Tires	\$2,500.00	Miles
Fuel/Oil	\$44,000.00	Miles
Depreciation	<u>\$76,183.00</u>	Miles
Total	\$432,953.00	

Other Common Items (Not Included in Our Example)

Dispatch Radio	Miles
Drug Screen/Physicals	Hours
Indirect	Overhead
Utilities	Overhead

Sample Cost Allocation Matrix

Sample Cost Allocation Matrix

Project County: Sample County

Project Number: RPT-00

Fiscal Year 2019

Original: X

<u>EXPENSE ACCOUNT</u>	<u>HOURS</u>	<u>MILES</u>	<u>OVERHEAD</u>	<u>ANNUAL COST</u>
<u>Labor</u>				
Drivers	\$ 173,400.00	\$	\$	\$ 173,400.00
Director	\$ -		\$ 27,130.00	\$ 27,130.00
Coordinator	\$ 17,190.00		\$ -	\$ 17,190.00
Bookkeeper	\$ 5,000.00			\$ 5,000.00
Maint Supervisor	\$ 10,064.00			\$ 10,064.00
				\$ -
<u>Fringe Benefits</u>				
Drivers	\$ 43,836.00			\$ 43,836.00
Director			\$ -	\$ -
Coordinator	\$ 7,300.00			\$ 7,300.00
Bookkeeper			\$ -	\$ -
Maint Supervisor	\$ -			\$ -
				\$ -
<u>Services</u>				
Vehicle Maint./Repair		\$ 5,500.00	\$ -	\$ 5,500.00
Office Equip. Maint/Repair			\$ 500.00	\$ 500.00
Mileage			\$ 1,500.00	\$ 1,500.00
Travel			\$ 500.00	\$ 500.00
Room/Meals			\$ 1,500.00	\$ 1,500.00
Fees/Registration			\$ 250.00	\$ 250.00
Dues		\$ -	\$ 300.00	\$ 300.00
Telephone			\$ 1,000.00	\$ 1,000.00
Postage			\$ 500.00	\$ 500.00
<u>Liability</u>				
Vehicle Ins.		\$ 10,000.00		\$ 10,000.00
<u>Material/Supplies</u>				
Tires		\$ 2,500.00		\$ 2,500.00
Fuel/Oil		\$ 44,000.00		\$ 44,000.00
Office Equipment			\$ 1,000.00	\$ 1,000.00
Professional Services			\$ 500.00	\$ 500.00
Office Supplies		\$ 500.00	\$ 500.00	\$ 1,000.00
Advertising			\$ 300.00	\$ 300.00
Uniforms	\$ 2,000.00			\$ 2,000.00
Repair-Office			\$ -	\$ -
<u>Vehicle Depreciation</u>				
Depreciation	\$ -	\$ 76,183.00		\$ 76,183.00
Total	\$ 258,790.00	\$ 138,683.00	\$ 35,480.00	\$ 432,953.00
Basis of Assignment/ Resource Variable	Percentage of Total Cost	Total Assigned Expenses	Average Unit Cost	
Hours= 17,800	60%	\$ 258,790.00	\$ 14.54	
Miles= 213,822	32%	\$ 138,683.00	\$ 0.65	
Fixed=OVH/Total Cost	8%			
Dispatch Radio-Miles		Utilities-Overhead		
Drugscreen/Physicals-Hours		Indirect-Overhead		

*****Note: The Total Vehicle Depreciation Amount in this “Sample” (\$56,851) does not agree with the amount shown in the Cost Allocation Matrix (\$76,183) on page 38*****

SAMPLE VEHICLE DEPRECIATION SCHEDULE

XYZ Transit Agency

FY-2019

Vehicle Description	Aggregate Cost of Vehicle	Mileage	Seating Capacity	Useful Life Years	Single Year Value
2017 Ford Pacer II LTD CV	\$ 35,800.00	1,203	15	4	\$ 8,950.00
2017 Ford Pacer II LTD CV	\$ 35,800.00	906	15	4	\$ 8,950.00
2017 Ford Pacer II LT CV	\$ 31,732.00	33,254	15	4	\$ 7,933.00
2017 Ford Pacer II LT CV	\$ 31,372.00	64,000	15	4	\$ 7,843.00
2016 Ford Pacer II MV	\$ 30,700.00	50,537	15	4	\$ 7,675.00
2016 Ford Pacer II MV	\$ 31,000.00	47,121	10	4	\$ 7,750.00
2016 Ford Pacer II MV	\$ 31,000.00	52,016	10	4	\$ 7,750.00
2014 Ford Pacer II MV	\$ 28,000.00	84,013	10	4	\$ -
2014 Ford Pacer II MV	\$ 28,000.00	88,000	10	4	\$ -
2014 Ford Pacer II MV	\$ 28,000.00	72,119	10	4	\$ -
2013 Ford Pacer II MV	\$ 25,000.00	100,870	8	4	\$ -
2013 Ford Pacer II MV	\$ 22,000.00	101,000	10	4	\$ -
2010 Ford Pioneer	\$ 18,000.00	170,742	6	4	\$ -
2009 Dodge Ram SV	\$ 15,000.00	204,141	15	4	\$ -
	\$ 355,604.00				\$ 56,851.00

ALDOT has established the following useful life standards for rolling stock purchases:

Vans (standard, raised roof, modified)- 4 years or 100,000 miles.

Small Buses (cut-a-way, 16 - 21 passengers)- 5 years or 150,000 miles.

Small Buses (body-on -chassis, 24 - 27 passengers)- 7 years or 200,000 miles.

Full size (Transit coaches, 28+ passengers)- 10 years or 300,000 miles.

The above example reflects useful life standards for vans only.

Adjustments are required for other vehicle types.

EXHIBIT 8 - Public Participation Process

GUIDANCE ON PROMOTING INCLUSIVE PUBLIC PARTICIPATION. ALDOT subrecipients should seek out and consider the viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities In order to comply with the DOT Order on Environmental Justice and the DOT Limited English Proficiency (LEP) Guidance.

An agency's public participation strategy shall offer early and continuous opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions.

*** Effective Practices for Fulfilling the Inclusive Public Participation Requirement.**

Subrecipients have wide latitude in determining how, when, and how often specific public involvement measures should take place, and what specific measures are most appropriate. Subrecipients should make these determinations based on the composition of the population affected by the recipient's action, the type of public involvement process planned by the recipient, and the resources available to the agency. Efforts to involve minority and low-income people in public involvement activities can include both comprehensive measures, such as placing public notices at all stations and in all vehicles, and measures targeted to overcome linguistic, institutional, cultural, economic, historical, or other barriers that may prevent minority and low-income people from effectively participating in a subrecipient's decision-making process. Effective practices include:

- Coordinating with individuals, institutions, or organizations and implementing community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities
- Providing opportunities for public participation through means other than written communication, such as personal interviews or the use of audio or video recording devices to capture oral comments
- Using locations, facilities, and meeting times that are convenient and accessible to low-income and minority communities
- Using different meeting sizes or formats, or varying the type and number of news media used to announce public participation opportunities, so that communications are tailored to the particular community or population
- Implementing DOT's policy guidance concerning subrecipients' responsibilities to LEP persons to overcome barriers to public participation

Further guidance in this regard may be accessed via the following link to **FTA Circular 4702.1 (series)**: http://www.fta.dot.gov/legislation_law/12349_14792.html.

Eligible applicants must ensure that the public is aware of the Rural Transit project and has adequate input into the project. Eligible applicants must, therefore, initiate a public participation process as part of their Rural Transit Program application requirements.

*** Public Hearing Required:** The public participation process must comprise, at a minimum, conducting a public hearing. The public hearing must be advertised at least seven (7) days prior to the hearing. A public hearing must be held to allow all persons, including private transportation providers and new business entrants, equal opportunity to comment on the proposed transportation service. For operating applications, the service description must clearly indicate all service to be provided including open door contract service and any proposed service or fare changes. For capital applications, the capital items to be purchased and a short description of construction projects must be included. **The Public Hearing Notice will also include a brief description of any Job Access and Reverse Commute (JARC) activities included in the application, if applicable.**

The hearing must be advertised by public notice once in the local newspaper of widest circulation at least seven (7) days prior to the hearing.

****Please note: A copy of the Public Hearing Notice must be placed in the reception desk area, meeting rooms, transit facilities, and on the vehicles to allow all individuals including Limited English Proficiency (LEP) individuals an opportunity to participate in this hearing.**

Translation services must be provided free of charge to limited English speaking individuals.

**If provider meets the safe harbor threshold: At a minimum the statement: "If information is needed in another language, then contact [telephone number]"—should be stated in English and in any other language(s) spoken by LEP populations that meet the Safe Harbor threshold.*

A sample Public Hearing Notice is included in this section. Include the following as **Exhibit 8:**

- * Copy of the Public Hearing Notice as it appeared in the newspaper**
- * Notarized statement verifying publication (publisher's affidavit)**
- * Summary or transcript of the public hearing signed by an official of the transit system**

**The public hearing notice and the application preparations
require immediate and simultaneous attention**

The Public Hearing Notice must be prepared so it can be published **at least 7 days** prior to the public hearing (see next page for a Sample Public Hearing Notice).

Application Due Date: Applications for current and prospective subrecipients must be received on or before **5:00 PM** on **June 15, 2018**.

Any questions concerning these instructions should be directed to:

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110
(334) 353-6400 Telephone
(334) 353-6451 Fax

Sample

Public Notice

The **[Applicant]** is applying to the Alabama Department of Transportation for an **[administration, operating, planning, and capital]** assistance grant under 49 U.S.C. Section 5311 of the Federal Transit Laws, as codified. The operating grant will provide financial assistance for public transportation service for the residents of **[XYZ County, ABC County, Any County, etc.]** during **FY-2019**. The service currently operates **[Monday through Friday, 6 a.m. to 6 p.m.]**. All residents, including wheelchair users, must schedule service 24 hours in advance. Fares are **[\$1.00]** per one-way trip; elderly and disabled persons ride for **[\$0.50]** per one-way trip; children under **[age 5]** ride free. Planned service changes include **{[an increase in service hours from 6 a.m. - 6 p.m. to 5 a.m. - 7 p.m.] [Alternate wording for no changes is: "No service changes are planned."]}**

The capital grant will also provide financial assistance to purchase **[three (3) wheelchair lift-equipped mini-vans]** for the **[Name of Transit System]** public transportation service during **FY-2019**. **[Add statement about Job Access and Reverse Commute activities, if applicable]**.

Copies of the detailed service description, **[proposed changes]**, and project budget may be obtained at the transit system office, **[Applicant Agency Address]** between **[8 a.m. - 5 p.m., Monday through Friday]**.

A public hearing will be held on **[date]** at **[time]** in the **[meeting room]** at the **[facility]** for public comment.

If there are questions or comments or if information is needed in another language or alternative format, contact:

John Doe
Transit Director
XYZ County Transit System
Telephone Number
Email Address

[Name of Transit System] *does not discriminate against any individual on the basis of race, color, or national origin.*

Exhibit 9 – Complaint and Bid Protest Procedures

Applicants must have written procedures describing the local mechanism for resolving private operator and passenger complaints as well as procedures addressing questions dealing with the fairness of local procurement procedures and decisions.

The Complaint Procedures must include all of the following:

- ◆ Provide a step-by-step time frame for responding to and resolving the complaint
- ◆ Identify the responsible parties at the local level to ensure a fair and independent review of the complaint
- ◆ Include a requirement for documenting in writing the complaint and its resolution

Sample “Complaint Policy and Procedures” and “Bid Protest Procedures” follow.

Note: The final step of both procedures must include the following statement: ***All complaints unresolved at the local level will be submitted to ALDOT for final resolution, to the attention of:***

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110
(334) 353-6400 Telephone
(334) 353-6451 Fax

XYZ TRANSIT SYSTEM SAMPLE

COMPLAINT POLICY AND PROCEDURES

It is the policy of the XYZ Transit System to operate the public transportation program in an open and fair manner for employees, passengers, other transit providers, and the general public. No employee, passenger, other transit provider, or the general public will be discriminated against or suffer any reprisals from making a complaint. Complaints must be in writing and specific. Vague or general charges of unfairness that are not substantiated by facts will not be processed. When an allegation is made that a specific violation, misinterpretation, or inappropriate act has occurred, the following steps should be taken to resolve the issue. XYZ TRANSIT will resolve the complaint within fifteen (15) business days of the date of receipt of the written complaint.

1. Sample Employee Complaint Policy

If an employee has issue with another employee, passenger, or other member of the general public, he or she should bring the matter to the attention of the Operations Coordinator (OC) or similar authority within 3 days of the occurrence. *Complaints must be specific and in writing.* If the complaint involves the Operations Coordinator or similar authority, the employee should address the issue with the Transit System Director. The OC or similar authority will listen to all parties involved in the situation, investigate with outside sources if necessary, and resolve the matter within fifteen (15) business days of the receipt of the written complaint. If the OC or similar authority cannot resolve the matter, it will be brought to the Transit System Director for resolution. If the matter is not satisfactorily resolved at this point, the Department Head or next higher authority will be consulted. If the employee does not feel the matter has been resolved at this point, the Personnel Director or similar authority should be consulted and the matter brought before the Personnel Board or similar authority if necessary.

2. Sample Passenger Complaint Policy

If a passenger has issue with a XYZ TRANSIT employee, another passenger, or other member of the general public, he or she should bring the matter to the attention of the Operations Coordinator (OC) or similar authority within 3 days of the occurrence. Complaints must be specific and in writing. If the complaint involves the Operations Coordinator or similar authority, the passenger should address the issue with the Transit System Director. The OC or similar authority will listen to all parties involved in the situation, investigate with outside sources if necessary, and resolve the matter within fifteen (15) business days of the receipt of the written complaint. If the OC or similar authority cannot resolve the matter, it will be brought to the

Transit System Director for resolution. If the matter is not satisfactorily resolved at this point, the Department Head or next higher authority will be consulted. If the passenger does not feel the matter has been resolved at this point, the XYZ Transit System Liaison or similar authority should be consulted and the matter brought before the entire (Governing Authority) if necessary.

3. Sample Private Transit Operator Complaint Policy

If a private transit operator has issue with XYZ TRANSIT, he or she should address the matter with the Transit System Director within 3 days of the occurrence. *Complaints must be specific and in writing.* The Transit System Director will investigate and resolve the matter within fifteen (15) business days of the receipt of the written complaint. If the matter is not satisfactorily resolved at this point, the (next higher authority) will be consulted. If the private operator does not feel the matter has been resolved at this point, the XYZ Transit System Liaison should be consulted and the matter brought before the entire (governing authority) if necessary.

4. Sample General Complaint Policy

If a member of the general public has a complaint with a XYZ TRANSIT employee, policy, or other issue, he or she should bring the matter to the attention of the Operations Coordinator (OC) or similar authority within 3 days of the occurrence. *Complaints must be specific and in writing.* If the complaint involves the Operations Coordinator or similar authority, the member of the general public should address the issue with the Transit System Director. The OC or similar authority will listen to all parties involved in the situation, investigate with outside sources if necessary, and resolve the matter within fifteen (15) business days of the receipt of the written complaint. If the OC or similar authority cannot resolve the matter, it will be brought to the Transit System Director for resolution. If the matter is not satisfactorily resolved at this point, the Department Head will be consulted. If the member of the general public does not feel the matter has been resolved at this point, the XYZ Transit System Liaison or similar authority should be consulted and the matter brought before the entire (governing authority) if necessary.

ALL complaints unresolved at the local level will be submitted to the Alabama Department of Transportation for final resolution, to the attention of:

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110
(334) 353-6400 Telephone
(334) 353-6451 Fax

Sample Bid Protest Procedures for XYZ Transit System

The following bid protest procedures have been written in compliance with the Federal Transit Administration (FTA) Third Party Contracting Guidelines (FTA Circular 4220.1F). Parties that wish to file a bid protest should review these procedures in conjunction with FTA's Circular 4220.1F. These procedures also address complaints or appeals regarding the funding of unsolicited proposals and other protests unrelated to the solicitation process and contract award decisions. XYZ TRANSIT SYSTEM's protest procedures will be referenced in the bid documents in order that interested parties will know their rights under these protest procedures.

1. Protests Pertaining to the Contract Solicitation Process or Contract Award Decision

The following procedures and time requirements shall be applied uniformly in processing all protests. Protests may be made by active or prospective bidders whose direct economic interest would be affected by a solicitation, proposed award, or award of a contract. Protests must be submitted in writing to:

Jane/John Doe, Director
XYZ Transit System
0000 Your Choice Parkway
Anywhere, AL 00000

XYZ TRANSIT SYSTEM will consider all written protests made within the timelines stated in this document. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

1. Name, address, and telephone number of protestor
2. Solicitation or contract name and/or number
3. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information
4. A statement of relief requested

Only written protests received within the timelines stated in these procedures will be considered. Upon receipt of a protest, XYZ TRANSIT SYSTEM will notify the protestor that the protest has been received by mail within five (5) working days. XYZ TRANSIT SYSTEM may request additional information from the protesting party, which must be submitted in writing to XYZ TRANSIT SYSTEM within five (5) working days from the date of XYZ TRANSIT SYSTEM's request.

Within twenty (20) working days of receipt of a written protest, XYZ TRANSIT SYSTEM shall either:

1. Issue a final written decision which responds in detail to each issue raised in the protest and includes a rationale for the decision rendered, or
2. Conduct, at XYZ TRANSIT SYSTEM's discretion, an informal hearing to allow the interested participating parties an opportunity to present their positions and supporting facts, documents, justification, and technical information. XYZ TRANSIT SYSTEM will advise all interested parties of the final decision in writing no later than five (5) working days from the date of the informal hearing.

2. Protests before Proposal Solicitation

Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to XYZ TRANSIT SYSTEM and must be received at least five (5) working days prior to bid/proposal opening. Bids will not be opened until five (5) working days after resolution of the protest unless XYZ TRANSIT SYSTEM determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to XYZ TRANSIT SYSTEM.

If the written protest is not received by the time specified, bids or proposals may be received, opened and awarded in the normal manner unless XYZ TRANSIT SYSTEM determines that it is in the best interest of all concerned to delay any step.

3. Protests after Opening of Proposal Solicitation and Prior to Award

Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to XYZ TRANSIT SYSTEM and must be received by XYZ TRANSIT SYSTEM within five (5) working days of the bid opening. If XYZ TRANSIT SYSTEM decides to withhold the award pending resolution of the protest, XYZ TRANSIT SYSTEM will notify all bidders whose bids or proposals might become eligible for award, and offer them the option to extend or withdraw the bid or proposal beyond the 120-day validity period. Awards will not be made until at least five (5) working days after resolution of the protest unless XYZ TRANSIT SYSTEM determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to XYZ TRANSIT SYSTEM or the federal government.

4. Protests after Award

Protests received after announcement of an award or after a contract has been executed will only be considered if XYZ TRANSIT SYSTEM determines that the matter is in the public interest or the protest presents clear and convincing evidence of fraud, misrepresentation, other illegality, or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, XYZ TRANSIT SYSTEM shall evaluate the bid/proposal at issue a second time in its entirety and use the same evaluation criteria and rating factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by the XYZ TRANSIT SYSTEM.

If a protest involving an executed contract is under consideration, XYZ TRANSIT SYSTEM will notify the selected contractor of the protest and its basis and may, at its discretion, order the contractor to suspend all XYZ TRANSIT SYSTEM work activities. If the awarded contractor has not executed the contract as of the date the protest is received by XYZ TRANSIT SYSTEM, the contract will not be executed until five (5) working days after resolution of the protest unless XYZ TRANSIT SYSTEM determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to XYZ TRANSIT SYSTEM.

5. Protests Pertaining To the Funding Of Unsolicited Proposals

The submission of unsolicited proposals is inconsistent with XYZ TRANSIT SYSTEM's policy to promote a full and open competition among interested parties for FTA contract funds. The filing of unsolicited proposals, therefore, will be deemed inappropriate by XYZ TRANSIT SYSTEM and returned to the sender; complaints or appeals calling for reconsideration of such proposals will not be accepted.

ALL complaints unresolved at the local level will be submitted to the Alabama Department of Transportation for final resolution, to the attention of:

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1100 John Overton Drive
Montgomery, Alabama 36110
(334) 353-6400 Telephone
(334) 353-6451 Fax

Exhibit 10 – Authorizing Resolution

Resolution No. _____

Resolution authorizing the filing of an application with Department of Transportation, United States of America, and the Alabama Department of Transportation for a grant under the Federal Transit Act.

WHEREAS, the Secretary of U.S. Department of Transportation and Director of the Alabama Department of Transportation are authorized to make grants for a public transportation program;

WHEREAS, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision of its local share of the project costs in the program;

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311 the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and other pertinent directives and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that disadvantaged business enterprises (minority business enterprises and woman business enterprises) be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged business enterprises (DBEs) shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY (Governing Body of Applicant)

1. That (Title of Designated Official) is authorized to execute and file (an) application(s) on behalf of (Legal Name of Applicant) with the Alabama Department of Transportation to aid in the financing of administration, planning, capital and/or operating assistance projects pursuant to 49 USC Section 5311, the Alabama Public Transportation Grant Program, and the Alabama Elderly and Disabled Transit Fare Assistance Program.
2. That (Title of Designated Official) is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation and the Alabama Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That (Title of Designated Official) is authorized to furnish such additional information as the U.S. Department of Transportation and the Alabama Department of Transportation

may require in connection with the application for the Program of Projects submitted to FTA.

4. That (Title of Designated Official) is authorized to set forth and execute affirmative disadvantaged business enterprise policies in connection with any procurements made as part of the project.
5. That (Title of Designated Official) is authorized to execute grant agreements on behalf of (Legal Name of Applicant) with the Alabama Department of Transportation for aid in the financing of the administration, planning, capital, and/or operating assistance projects.

CERTIFICATION

The undersigned duly qualified and acting (Title of Designated Official) of the (Legal Name of Applicant) certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the (Governing Body of Applicant) held on _____, 20____.

If applicant has an official seal, impress here.

Signature of Recording Officer

Title of Recording Officer

Date

EXHIBIT 11 – Job Access and Reverse Commute (JARC)

Part I – JARC Applicant Overview

Are you applying for FY-2019 JARC Funding? <input type="checkbox"/> Yes (complete <u>all</u> of Exhibit 11). <input type="checkbox"/> No (If no, STOP HERE).			
JARC Applicant Information			
Legal Name:			
Contact Person:			
Address:			
City/State/Zip Code:			
Federal Tax ID Number:	DUNS Number:		
Telephone:	Fax:		
Email:	Website:		
List of Project Partners: (use additional sheet if necessary)			
<u>Organization</u>	<u>Contact</u>	<u>Address</u>	<u>Phone/Email</u>
1.			
2.			
Program (Check all that apply)			
<input type="checkbox"/> Section 5316/5311 – JARC Capital (80/20) <input type="checkbox"/> Section 5316/5311 – JARC Operating (50/50)			
Project Information			
Service Area(s):			
Project Type (Check all that apply)			
<input type="checkbox"/> Continuation of existing project: _____ <input type="checkbox"/> Expansion of an existing project: _____			
Estimated Number of People to be Served (monthly):			
<input type="checkbox"/> Low-Income _____ <input type="checkbox"/> Elderly _____ <input type="checkbox"/> Disabled _____ <input type="checkbox"/> Other _____			
Total JARC Federal Funds Requested: \$ _____			
Budget:			
Total Cost of JARC Project	\$		
Federal Funds for JARC	\$		
Local Funds for JARC	\$		

Part II – JARC Project Narrative

1.1 JARC Project Description:

Provide a summary description of the project.

1.2 JARC Goals and Objectives:

- A) Describe the target population to be served.
- B) Identify which strategy(ies) within the *Locally Developed, Coordinated Public Transit-Human Services Transportation Plan* this project addresses. List the adoption date and page number(s) from the *Locally Developed, Coordinated Public Transit-Human Services Transportation Plan* where the strategy is found.
- C) Describe the unmet transportation need that the proposed project seeks to address. List the adoption date and page number(s) from the *Locally Developed, Coordinated Public Transit-Human Services Transportation Plan* where the unmet need is found.
- D) Estimate the number of people within the target population that the project will serve. Briefly describe the rationale for the estimate (including total number of individuals to be served and average number of one-way trips provided per month).
- E) Explain how the project increases or enhances availability of transportation for the target population. Describe, if applicable, how the project will help meet transportation needs outside this population.

1.3 JARC Coordination:

- A) Describe how the project will be coordinated with other social service agencies and/or public transportation providers (e.g., sharing vehicles, dispatching, scheduling, maintenance, coordinating client trips, training, etc.).
- B) Identify partners/stakeholders and describe any private sector involvement. (Attach letters of support for each stakeholder.)

- C) Describe how stakeholders will be involved throughout the project.

1.4 JARC Implementation:

- A) Provide an operations plan for providing service. Include the following, if applicable: how rider eligibility is determined, service days and hours, route map, and/or service map.
- B) Describe how the transportation provider/agency intends to implement the project.
- C) Explain how the project relates to other services or programs provided by your agency and demonstrate how it can be achieved within the agency's technical ability.
- D) Describe how the agency will market the project to the target population and promote public awareness of the program.
- E) Provide a projected timeline for implementation.

1.5 JARC Managerial Capability:

- A) Describe the agency's ability to manage the project (this description will include the number of years the agency has worked with the target population and list the number of years of transportation experience).
- B) Describe key personnel assigned to the project and the percentage of time each person will be involved in the project. Will the agency need to hire additional personnel to support or continue the project? If so, what percentage of time will the new person(s) dedicate to this project?
- C) Describe how the agency will manage risk and provide for safe delivery of services and driver training and safety. Briefly describe insurance, vehicle inspections, and the maintenance plan. *Attach supporting documentation.*

1.6 JARC Fiscal Capability:

- A) Provide a complete budget including project revenues and expenditures in the format provided in **Part III**. **This budget will be for FY-2019 only.**
- B) Provide evidence of financial management capacity and stability of the local share. Include local match commitment letter(s) and your most recent audit report.

1.7 JARC Program Effectiveness:

- A) Identify performance measures to track the effectiveness of the service in meeting the identified goals.
- B) Describe the agency's plan for monitoring and evaluating the project.
- C) Indicate what steps will be taken if original goals are not achieved. If this is a continuation project request, please describe how you met your prior performance goals and objectives.

PART III – JARC PROJECT BUDGET FOR FY-2019

Operating Budget

(line items are examples only)

Line Item	Project Budget
Drivers	
Coordinator	
Fringe Benefits	
Fuel	
Maintenance	
Vehicle Insurance	
Tires	
Purchase Transportation	
Other _____	
Total Operating Expenses	
Fares	
Other _____	
Total Operating Revenue	
Net Project Cost (this is Total Operating Expenses less Total Operating Revenue)	
Total Local Funds (50%)	
1. Local Funding Source _____	
2. Local Funding Source _____	
Federal Funds (50%)	

2 PART III – JARC PROJECT BUDGET FOR FY-2019 (continued)

Planning and Capital Budget

(excludes Vehicles and Mobility Management as these are provided on separate forms)

Capital / Planning	Type of Project	Cost	Local Share (20%)	Federal Share (80%)	Source of Local Share
Total Cost					

PART III: FY-2019 SECTION 5316 / 5311 VEHICLE REQUEST BUDGET FORM

Agency Name: _____ (Form To Be Completed If Requesting Vehicles)

Vehicle Type <i>Price ranges are estimates and subject to change. Prices include wheel-chair stations only. Other options are not included.</i>	Designed Seating Capacity	Number of Wheelchair Stations Per Vehicle	Engine Type G-Gas or D-Diesel	Number of Each Type Vehicle Needed	Intended Use R-Replacement E-Expansion N-New Service
Mini Van \$38,500	6	1 Station Available	Gas only		
Modified Van \$51,100-\$58,200	15		Gas only		
Cut-A-Way Chassis Bus \$51,000-\$55,600	17		Gas only		
Cut-A-Way Chassis Bus \$51,900-\$56,500	21		Gas only		
Cut-A-Way Chassis Bus \$53,300-\$58,000	25		Gas only		
Cut-A-Way Chassis Bus \$80,000-\$85,000	25		Diesel only		
Cut-A-Way Chassis, HD \$83,600-\$90,000	28-30		Gas only		
Cut-A-Way Chassis, HD \$90,000-\$96,000	28-30		Diesel only		
TOTALS					

Note: All vehicle capital requests will be evaluated by ALDOT. The number and types of vehicles awarded are contingent upon available funding.
 Replacement – an agency requesting to replace vehicles funded through ALDOT. Expansion – an agency currently has vehicles funded by ALDOT and desires to purchase new vehicles to meet service needs. New Service – an agency that has not purchased vehicles through ALDOT.

Prices are estimates only and are rounded to the nearest \$100.

Diesel-Powered 25 passenger Cut-A-Way Chassis Bus and the 28-30 passenger vehicles are currently pending contract renewal.

List Sources of Local Funds (below). 20% Local Match is Required for all Vehicles Requested.

Name of Organization: _____ Amount: _____

Name of Organization: _____ Amount: _____

PART III – JARC PROJECT BUDGET FOR FY-2019 (continued)

Mobility Management Budget

(line items are examples only)

Line Item	Project Budget
Mobility Manager	
Supplies	
Travel	
Printing	
Other _____	
Total Mobility Management Expenses	
Total Local Funds (20%)	
1. Local Funding Source _____	
2. Local Funding Source _____	
Federal Funds (80%)	

NOTE: If you have any questions or need technical assistance with the application development process for the Section 5311 Application, please contact your Program Manager.

Appendix

CHARTER SERVICE

Charter Service: Charter Service regulations (49 CFR Part 604) can be found on FTA's website: <https://www.transit.dot.gov/regulations-and-guidance/access/charter-bus-service/charter-bus-service-regulations>.

FTA grantees are prohibited from using federally funded equipment and facilities to provide charter service except on an incidental basis and when one or more of applicable exceptions as set forth in the charter service regulation at 49 CFR 604.9 (b) applies. Charter service is an allowable activity on an incidental basis if the applicant successfully completes the charter public notice requirements and no "willing and able" private charter providers are available. Applicants must reference Federal Transit Act, as amended 49 CFR 604.11(c).

The charter service regulations provide guidance regarding exemptions and exceptions and can be found in 49 CFR Parts 604.2 and 604.6. Exemptions, which are not considered charter service, require no notification to registered Charter providers, record-keeping, quarterly reporting, or other requirements. Exceptions are considered charter service and have administrative, recordkeeping, and reporting requirements. Records for each charter service event must be retained for at least three years.

Incidental use may include meal and parcel delivery, restricted client services, and FTA allowable charters. **All allowable incidental charter service must be fully allocated with no charge to federally funded programs. No mileage, trips, or hours associated with allowable incidental charter shall be represented in the subrecipient's annual operating statistics.**

ALDOT reviews compliance with charter rules during periodic on-site visits. Historically, ALDOT has neither obtained any information nor reported on any charter services to FTA. If, in the future, a charter service is performed under an allowable exception, the subrecipient must notify the ALDOT Program Manager. For each charter service performed in accordance with an allowable exception, the subrecipient will complete the ALDOT *Charter Service Reporting Form* (provided in the current **State Management Plan**) and email it to the ALDOT Program Manager. ALDOT's Transit Section will review and coordinate any subrecipient requests for a charter service exception (including all supporting documentation) prior to submission to FTA.

ALDOT will review all complaints of charter service violations in accordance with 49 CFR Part 604. Upon receiving a written complaint alleging that a violation has occurred, ALDOT shall investigate and determine whether a violation has occurred. The state will look to the subrecipient to remedy any claims against the subrecipient in association with charter service in violation of 49 CFR 604.

Section 5311 subrecipients are exempt from the FTA charter rule provided the service is for program purposes only. "Program purposes" is defined as transportation that serves the needs

of either human service agencies or targeted populations (such as elderly, individuals with disabilities, and low income individuals).

“Program purposes” does not include exclusive service for other groups formed for purposes unrelated to the special needs of these targeted populations. Thus, Section 5311 subrecipients who intend to provide charter service that is outside their program purposes must follow the guidelines outlined.

Rural public transit systems doing any charter service under any of the allowable exceptions must file quarterly electronic reports with ALDOT utilizing the ALDOT *Charter Service Reporting Form* (provided in the current **State Management Plan**) within 15 days of the end of each quarter, listing each charter service provided and providing the specified detail in those cases where such is required. All such services must also be reported as charters on quarterly and year-end statistics reported as requested or required.

1 Exemptions

Exemptions: The charter service regulation exempts the following services:

- 1) Transportation of Employees, Contractors, and Government Officials: Subrecipients are allowed to transport their employees, other transit system employees, transit management officials, transit contractors and bidders, government officials and their contractors, and official guests to or from transit facilities or projects within its geographic service area or proposed geographic service area for the purpose of conducting oversight functions such as inspection, evaluation, or review.
- 2) Private Charter Operators: The prohibitions do not apply to private charter operators that receive, directly or indirectly, Federal financial assistance under the over-the-road bus accessibility program or to non-FTA funded activities of private charter operators that receive, directly or indirectly, FTA financial assistance.
- 3) Emergency Preparedness Planning and Operation: Subrecipients are allowed to transport their employees, other transit system employees, transit management officials, transit contractors and bidders, government officials and their contractors, and official guests for emergency preparedness planning and operations.
- 4) Section 5310, 5311, 5316, and 5317 Recipients: The prohibitions do not apply to subrecipients that use Federal financial assistance from FTA for program purposes, that is, transportation that serves the needs of either human service agencies or targeted populations (elderly, individuals with disabilities) under Section 5310, 5311, 5316, or 5317. Program purposes do not include exclusive service for other groups formed for purposes unrelated to the special needs of the identified targeted populations.

- 5) Emergency Response: Subrecipients are allowed to provide service for up to 45 days for actions directly responding to an emergency declared by the President, governor, or mayor or in an emergency requiring immediate action prior to a formal declaration.
- 6) Recipients in Non-Urbanized Areas: Subrecipients in non-urbanized areas may transport employees, other transit systems' employees, transit management officials, and transit contractors and bidders to or from transit training outside its geographic service area.

2 Exceptions

Exceptions: The charter regulation excepts the following community based charter services:

- 1) Government Officials: A subrecipient is allowed to provide charter service (up to 80 charter service hours annually) to government officials (Federal, state, and local) for official government business, which can include non-transit related purposes, if the subrecipient:
 - a) Provides the service in its geographic service area
 - b) Does not generate revenue from the charter service, except as required by law

Record-Keeping After Providing Charter Service: Government organization's name, address, phone number, and email address; the date and time of service; the number of passengers (also the number of government officials); the origin, destination, and trip length (miles and hours); fee collected if any; and the vehicle number for the vehicle used to provide service. The subrecipient may petition ALDOT to petition FTA for additional charter service hours (more than 80 charter service hours annually). Refer to §604.6 for additional information.

- 2) Qualified Human Service Organization (QHSO):

A subrecipient is allowed to provide charter service to a QHSO for the purpose of serving persons:

- a) With mobility limitations related to advanced age
- b) With disabilities
- c) With low income

If the QHSO receives funding, directly or indirectly, from the programs listed in Appendix A of the regulation, the QHSO is not required to register on the FTA's charter registration website. Otherwise, the QHSO is required to register. The subrecipient may provide service only if the QHSO is registered at least 60 days before the date of the first request for charter service.

Record-Keeping After Providing Charter Service: QHSO's name, address, phone number, and email address; the date and time of service; the number of passengers; the origin, destination, and trip length (miles and hours); fee collected if any; and the vehicle number for the vehicle used to provide service.

- 3) Leasing of Equipment and Driver: A subrecipient is allowed to lease its FTA funded equipment and drivers to registered charter providers for charter service only if all of the following conditions exist:
- a) The private charter operator is registered on the FTA charter registration website
 - b) The registered charter provider owns and operates buses or vans in a charter service business
 - c) The registered charter provider received a request for charter service that exceeds its available capacity either of the number of vehicles operated or the number of accessible vehicles operated by the registered charter provider
 - d) The registered charter provider has exhausted all of the available vehicles of all registered charter providers in the subrecipient's geographic service area

Record-Keeping After Providing Charter Service: Registered charter provider's name, address, phone number, and email address; the number, types, and vehicle identification numbers for all vehicles leased; and support documentation for conditions (shown as letters a-d herein).

- 4) No Response by Registered Charter Provider: A subrecipient is allowed to provide charter service, on its own initiative or at the request of a third party, if no charter provider registered on the FTA's website responds to the notice issued by e-mail to registered charter providers in the geographic service area (pursuant to 604.14):
- a) Within 72 hours for charter service requested to be provided in less than 30 days, or
 - b) Within 14 calendar days for charter service requested to be provided in 30 days or more.

The subrecipient is not allowed to provide charter service under this exception if a registered charter provider indicates an interest in providing the charter service described in the notice and the registered charter provider has informed the subrecipient of its interest in providing the service.

This is true even if the registered charter provider does not ultimately reach an agreement with the customer.

If the subrecipient is interested in providing charter service under this exception, the subrecipient shall provide email notice to registered charter providers in the subrecipient's geographic service area by the close of business on the day the subrecipient received the request unless the request was received after 2:00 pm, in which case the notice shall be sent by the close of business the next business day.

Record-Keeping After Providing Charter Service: Group's name, address, phone number, and email address; the date and time of service; the number of passengers; the origin,

destination, and trip length (miles and hours); fee collected if any; and the vehicle number for the vehicle used to provide service.

- 5) Agreement with All Registered Charter Providers: The subrecipient is allowed to provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the subrecipient's service area. The subrecipient is allowed to provide charter service up to 90 days without an agreement with a newly registered charter provider in the geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing a 90 day notice to the subrecipient.
- 6) Petitions to the Administrator: The subrecipient may petition ALDOT to petition the Administrator for an exception to the charter service regulations to provide charter service directly to a customer for:
 - a) Events of regional or national significance. The petition shall describe how registered charter providers were consulted and will be utilized and include a certification that the subrecipient has exhausted all the registered charter providers in its service area. The petition must be submitted at least 90 days before the first day of the event.
 - b) Hardship (only for non-urbanized areas under 50,000 in population or small urbanized areas under 200,000 in population). The exception is only available if the registered charter providers have deadhead time that exceeds total trip time from initial pick-up to final drop-off, including wait time. The petition shall describe how the registered charter provider's minimum duration would create a hardship on the group requesting the charter service.
 - c) Unique and time sensitive events (e.g., funerals of local, regional, or national significance) that are in the public's interest. The petition shall describe why the event is unique and time sensitive and would be in the public's interest.

The subrecipient must retain records of each charter service provided for at least three years. Charter service hours include time spent transporting passengers, time spent waiting for passengers, and "deadhead" hours (time spent getting from the garage to the origin of the trip and then the time spent from trip's ending destination back to the garage). All subrecipients that provide charter services are required to submit a charter service report to ALDOT within 15 days after charter services are performed under the applicable exceptions.



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110

LOCAL TRANSPORTATION BUREAU
1100 John Overton Drive, Montgomery, AL 36110
Phone: 334-353-6400 FAX: 334-353-6451

May 29, 2018



John R. Cooper
Transportation Director

Mr. Taylor Rider
Baldwin Regional Area Transportation System
18100 County Road 54
P. O. Box 907
Robertsdale, Alabama 36567

Dear Mr. Rider:

We have reviewed your recently submitted request for an extension on your FY2019 Grant Application's deadline until July 3, 2018. Your request is approved.

Please note that due to this extension, your application will be processed after all other (10) applications have been processed.

If you have any questions, please contact James Giles at (334) 353-6419.

Sincerely,

D.E. Phillips, Jr., P.E.
State Local Transportation Engineer

DEP: JEG
Attachment
Cc: Project File FY2018

Giles, James

From: B.Taylor Rider <BTRider@baldwincountyal.gov>
Sent: Friday, May 25, 2018 10:25 AM
To: Giles, James
Cc: Brooks, Wiley; Stroup, Randy; Chandra Middleton
Subject: FY19 Grants

James,

Due to Chandra & I being out of town on June 12th for CTAA and missing our BCC work session, I am requesting an extension on our grant deadline until the July 3rd BCC Meeting-we could overnight on July 3rd and you should receive by July 5th.

You have our FY Budget Request already.

Please advise and have a dry weekend.

Thanks,

Taylor Rider
Director of Transportation
Baldwin County Commission
(251) 972-8576



Press Register

LEGAL AFFIDAVIT

AD#: 0008650105

State of Alabama,) ss

County of Mobile)

Larry Leibengood 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 05/30/2018

Larry A. Leibengood
Principal Clerk of the Publisher

Sworn to and subscribed before me this 30th day of May 2018

Juanita Depuy
Notary Public



PUBLIC HEARING NOTICE

The Baldwin Regional Area Transit System is applying to the Alabama Department of Transportation for an administrative, operating and capital assistance grants under 49 U.S.C. Section 5307 and 5311 of the Federal Transit Laws, as codified. The operating grant will provide financial assistance for public transportation service for the residents of Baldwin County during FY 2019. The service currently operates Monday through Friday, 5:30 a.m. to 7:00 p.m. with limited service on weekends. All residents, including wheelchair users, must schedule service 24 hours in advance. Current fares average from \$2.00 to \$7.00 per one-way trip.

The funds will be used as federal assistance for:

5307 Federal Share/5311 Federal Share/
Total
Operating \$81,542.24/\$912,875.27/
\$994,417.51
Administration \$556,252.00/
\$556,252.00
Bus Rolling Stock \$45,600.00/
\$495,200.00/\$540,800.00
Transit Boarding Shelter
\$80,000.00/\$80,000.00

Totals:
\$127,142.24/\$2,044,327.27/\$2,171,469.51

The total program of project cost is \$3,950,150.00. The Project as funded at (50/50) operating and (80/20) capital and administration. The Federal Transit Administration (FTA) share for the total program of projects is \$2,171,469.51. The capital grants will provide financial assistance to purchase 10 wheelchair lift-equipped transit vehicles, and facility improvement of a boarding shelter for the Baldwin County's public transportation service (BRATS) during FY 2019. Copies of the detailed service description, proposed changes, and project budget may be obtained at the transit system office located at 18100 County Road 54 Robertsdale, Alabama Monday - Friday between 8 a.m. - 4 p.m.

A public hearing will be held on June 7, 2018 at 9:00 a.m. in the Baldwin County Commission Chambers at the Baldwin County Commission Administration Building located at 322 Courthouse Square, Bay Minette, Alabama for public comment.

The public hearing is open to all individuals. Reasonable accommodations will be provided, upon request, for individuals with disabilities or those with limited English proficiency. Any person requiring accommoda-

tions or information in another language or alternative formats to participate in the meeting should contact BRATS at 251-972-6817 at least two days prior to the meeting. For questions or more information, contact Taylor Rider, Director, Baldwin Regional Area Transit System (251) 972-6817. Baldwin Regional Area Transit System does not discriminate against any individual on the basis of race, color, or national origin. PRESS REGISTER May 30, 2018

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

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. Wallace 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:

06/01/2018

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.

Am Wallace
April M. Wallace, Legal Ad Representative

x *Amber Kimbler*
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 06/01/2018.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 285361

Baldwin Regional Area Transit System

Amount of Ad: \$95.28

Legal File# Baldwin Regiona

Public Hearing Notice

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Operating:
5307 Federal Share \$81,542.24
5311 Federal Share \$912,875.27
Total \$994,417.51

Administration:
5307 Federal Share
5311 Federal Share \$556,525.00
Total \$556,525.00

Bus Rolling Stock:
5307 Federal Share \$45,600.00
5311 Federal Share \$495,200.00
Total \$540,800.00

Transit Boarding Shelter:
5307 Federal Share
5311 Federal Share \$80,000.00
Total \$80,000.00

Total:
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5311 Federal Share \$2,044,327.27
Total \$2,171,469.51

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The public hearing is open to all individuals. Reasonable accommodations will be provided, upon request, for individuals with disabilities or those with limited English proficiency. Any person requiring accommodations or information in another language or alternative formats to participate in the meeting should contact BRATS at 251-972-6817 at least two days prior to the meeting.

For questions or more information, contact:

Taylor Rider
Director
Baldwin Regional Area Transit System
(251) 972-6817

Baldwin Regional Area Transit System does not discriminate against any individual on the basis of race, color, or national origin.
June 1, 2018

RECEIVED
JUN 11 2018



Baldwin County Commission

Agenda Action Form

File #: 18-0383, **Version:** 1

Item #: J1

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Professional Services Agreement for One (1) Historical Painting of the Battle at Historic Blakeley State Park, War of 1812

STAFF RECOMMENDATION

Authorize the Chairman to execute an Agreement for Professional Services between the Baldwin County Commission and Rick Reeves, to produce one (1) historical painting of the Battle at Fort Blakeley, War of 1812. This painting is a project of the Baldwin County Bicentennial Steering Committee for the AL 200 Bicentennial Celebration. The Painting will have a designated theme, meticulously researched and professionally executed. The term of this Agreement is for nine (9) months, commencing on July 3, 2018, and expiring on April 4, 2019, or upon written notification thereof received by either party.

The cost of the painting is \$10,000.00 with \$3,000.00 down and the remaining \$7,000.00 paid when the approval, delivery and installation are complete and delivered to Baldwin County Commission. Baldwin County Commission's cost will be \$10,000.00.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Agreement is for Rick Reeves to produce an epic painting of the Battle at Fort Blakeley, War of 1812, with a designated historic theme, meticulously researched and professionally executed. The project will take place over the course of nine (9) months. The artist has worked with an expert team of scholars, historians and craftsmen to ensure that every historical detail is as accurate as possible.

The process is to produce preliminary sketches, then a final detailed rendering which must be approved by both the scholars and the client before being transferred to canvas. The painting will be approximately 40 X 60 unframed alkyd oil on stretched canvas delivered to Baldwin County Commission. The scholar that has committed to ensure historical accuracy is Mike Bunn, Director of Historic Blakeley State Park.

FINANCIAL IMPACT

Total cost of recommendation: \$10,000.00

Budget line item(s) to be used: 51906-5150-200

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?
Y

Reviewed/approved by: N/A

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:

Administration: Have agreement signed by Chairman and mail to recipient.

Felisha Anderson, Director of Archives, will coordinate with payment through BCC Accounting Department.

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

Agreement mailed to:

Rick Reeves

1906 N. Armenia Avenue #313

Tampa Florida 33607

Down payment/final payment to be mailed to the same address

Additional instructions/notes: N/A

RICK REEVES

ILLUSTRATOR / ARTIST

1906 N. Armenia Avenue, #313
Tampa, Florida 33607

rickreevesstudio.com

TELEPHONE: 813.784.8921 · EMAIL: rick.reeves7@icloud.com

PROPOSAL

March 21, 2018

BADWIN COUNTY BICENTENNIAL COMMISSION

c/o Claudia Campbell, (251)533-9024

Mike Bunn, (251)626-0798

I am bidding for the job of painting an oil painting of the Battle for Fort Blakeley, AL to celebrate the bicentennial of Alabama. The painting would be alkyd oil on stretched canvas, 40x60", unframed. The subject would be Cockrell's Missouri Troops defending Redoubts 3 and 4 during the Battle of FT. Blakeley. The price of the painting and delivery to you would be \$10,000.

A down payment of \$3000 would be made at the beginning of the project with final payment (\$7000) at completion and delivery to Ft. Blakeley.

I would turn over copyrights of the image to the commission/park for use of them making prints for sale and to use in any park material or promotions. I would also advise on print sales to raise money for the painting or for the park.

Nothing is written in stone so I want to let you know I am flexible and would be open to any ideas you may have. I consider it an honor to do this project with you. My family has a history in Alabama, some with the battle itself

Best Regards,

RICK REEVES
Artist

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional 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 Rick Reeves (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the COMMISSION remains committed to public access, and

Whereas, the COMMISSION continues to promote Baldwin County History; and

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: Rick Reeves
- II.** Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional 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: Rick Reeves
1906 N. Armenia Avenue # 313
Tampa, Florida 33607

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 encompass: the same being expressly incorporated herein by reference, and without limitation will encompass:

- I. Produce one historical painting of The Battle at Historic Fort Blakeley, War of 1812 for the Alabama 200 Bicentennial celebration with a designated theme, meticulously researched and professionally executed "**Exhibit A**" hereto, which Exhibit is expressly incorporated herein.
 - 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 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 Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid per **“ATTACHMENT A”**. Said compensation shall be all inclusive.

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 nine (9) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of nine (9) months or either by giving ten (10) days written notice of such to the other party. [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 referred to in this Section XXIV 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.

XXV. Number of Originals. This Contract shall be executed with one (1) 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.

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

BALDWIN COUNTY COMMISSION

By: _____/_____
FRANK BURT, JR., Date
As Its: Chairman

ATTEST:

By: _____/_____
RONALD J. CINK Date
As Its: County Administrator

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, FRANK BURT, JR., whose name as Chairman of Baldwin County Commission, and RONALD J. CINK, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional 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 _____, 2018.

Notary Public
My Commission Expires

PROVIDER:
Rick Reeves

_____/_____
RICK REEVES Date

As Its _____

State of _____)
County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that RICK REEVES, an Illustrator/Artist, 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 Sole Proprietorship.

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 18-0399, **Version:** 1

Item #: L1

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Kelly Childress, Council on Aging Coordinator

Submitted by: Beverly Johnson

ITEM TITLE

Alabama Department of Senior Services/Senior Community Service Employment Program Host Agency Agreement

STAFF RECOMMENDATION

In regard to the Senior Community Service Employment Program (SCSEP), also known as the Senior Aide Program, administrated by the South Alabama Regional Planning Commission (SARPC) related to the Baldwin County Commission's Council on Aging Department, take the following action:

1) Approve the Alabama Department of Senior Services SCSEP Host Agency Agreement between SARPC and the Baldwin County Commission, for the period of July 1, 2018, to June 30, 2019

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission (Council on Aging Department) is currently serving as a host for the Senior Community Service Employment (SCSEP). The SCSEP provides training and experience for older workers. SCSEP pays wages and places qualified seniors in positions with government or non-profit agencies.

Under the current Host Agency Agreement, the Council on Aging has two Senior Aides slots through the program. Currently, one slot is filled, the other remains open since late 2017. The Council on Aging would like to renew this agreement for another year.

SARPC asks host agencies to contribute \$1,150.00 per Senior Aide per contract year to be used as a match for this Department of Labor grant through the SCSEP program (July 1, 2018, to June 30, 2019).

FINANCIAL IMPACT

Total cost of recommendation: Contribution requested is \$1,150.00 per senior aide

Budget line item(s) to be used: 56200.5150.99

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: No

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: Mail July 3, 2018

Individual(s) responsible for follow up: Commission Administration Staff

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

Once approved:

- 1) Obtain Chairman's signature on the Host Agency Agreement.
- 2) Enter the FEIN number on the Definition of Host Agency Status page.
- 3) Mail to:
Terri Pringle, Director, Employment and Economic Development Services
P.O. Box 1665
Mobile, Alabama 36633

Additional instructions/notes: N/A



ADSS SCSEP Host Agency Agreement

To comply with the requirements of the Alabama Department of Senior Services (ADSS), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

BALDWIN COUNTY COMMISSION, COUNCIL ON AGING

hereinafter referred to as the Host Agency, and **SOUTH ALABAMA REGIONAL PLANNING COMMISSION**,

hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide adequate orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff. SCSEP (Senior Community Service Employment Program) participants who are assigned to Baldwin County shall not be considered employees of Baldwin County and may not participate in County merit and personnel benefits to include, without limitation, retirement, and other insurance benefits.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan will be documented in the participant's Individual

Employment Plan (IEP) and Community Service Assignment Description, which includes skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant at any time that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

The Host Agency agrees that no other national Title V project sponsor will be provided a community service assignment while this Agreement is in effect.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide properly prepared time sheets, periodic performance evaluations, and other required documents. In addition, the Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification

Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

This Agreement is in effect from July 1, 2018 - June 30, 2019

Signed — Host Agency

Host Agency:

BALDWIN COUNTY COMMISSION, COUNCIL ON AGING

Representative Name/Signature:

Host Agency Title:

Host Agency Supervisor: Kelly Childress

Address:

~~P.O. BOX 1070~~, 22251 PALMER STREET, ROBERTSDALE, AL 36567

Phone: 251-972-8506

Fax: 251-972-8507

Email: kchildress@baldwincountyal.gov

Date:

Signed— SCSEP SPONSOR

SCSEP Sponsor: SOUTH ALABAMA REGIONAL PLANNING COMMISSION

Representative Name/Signature:

 Terri Pringle

Title:

DIRECTOR, EMPLOYMENT AND ECONOMIC DEVELOPMENT SERVICES

Address:

110 BEAUREGARD STREET, MOBILE, ALABAMA 36602

Phone:

251-652-0585

Fax:

251-433-0148

Email: tpringle@sarpc.org

Date: 06/13/2018

Definition of Host Agency Status

(Check one)

☒ This host agency is a government agency. FEIN _____ (Required by USDOL).

☐ This host agency is a certified non-profit agency under Section 501 (c)(3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).

_____ 501 (c) (3) documentation is attached.

_____ 501(c) (3) documentation is already on file with the sponsor.



Baldwin County Commission

Agenda Action Form

File #: 18-0381, **Version:** 1

Item #: O1

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Joey Nunnally, County Engineer

Andrea Roberson, Personnel Director

Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE

Highway Department (Design) - Employment of One (1) Geospatial Operations Manager

STAFF RECOMMENDATION

Approve the employment of Jacob Pierce to fill the open Geospatial Operations Manager position (PID #5409) at a salary grade EC-09 (\$83,000.00 annually) to be effective no sooner than July 9, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Geospatial Operations Manager position was newly created in May 2018. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 53600.5113

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

File #: 18-0500, **Version:** 2

Item #: Q1

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Miranda McKinnon

ITEM TITLE

Resolution #2018-095 of the Baldwin County Commission - Act No. 90-449 (Fire Tax) - Elberta Volunteer Fire Department - Approval of Use of Fire Tax Proceeds

STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2018-095 of the Baldwin County Commission which provides the Baldwin County Commission's required approval for the Elberta Volunteer Fire Department to utilize its proceeds of taxes derived by Act No. 90-449 to purchase:

One (1) - E-One Pumper on a 4-door Freightliner Chassis: Includes additional 18" brow light, swing-out toolboard, permanent shelf, roll-out tray, Shoreline 110V receptacle, air outlet, TFT ball-intake valve, (2) sections of hard suction hose, and a full ladder compliment

One (1) E-One Pumper on a 4-door Freightliner Chassis: Includes additional 18" brow light, swing-out toolboard permanent shelf, roll-out tray, Shoreline 110V receptacle, air outlet, TFT ball-intake valve.

The total cost of these items is \$610,325.00 which will be financed by the Elberta VFD pursuant to the terms of an Installment Purchase Agreement with Government Capital Corporation; and

- 2) Authorize the Baldwin County Commission Chairman to execute any other necessary documentation related to the adoption of Resolution #2018-095, including any other assurances, certifications and financing documents or approvals to affect such approval and purchase of the subject equipment. This approval does not in any way constitute any financial involvement or obligation of the Baldwin Count Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission received a written request (see Exhibit A to Resolution #2018-095) from Elberta Volunteer Fire Department, asking the Commission for approval for said entity to use its proceeds of taxes derived by Act No. 90-449, as security for repayment of a loan for up to \$610,325.00 (and the repayment of said loan's applicable interest), to purchase (2) E-One Pumpers on a 4-door Freightliner Chassis.

The Baldwin County Fire Chiefs' Association has approved the purchase by resolution as required (see Exhibit B).

BACKGROUND ON ACT NO. 90-449:

In 1990, Act No. 90-449 was adopted by the Alabama Legislature as a Local Act calling for a referendum election on the question of whether or not the qualified voters of Baldwin County desired to levy upon themselves a 1½ mill tax on all property for the specific use by the fire departments in the county. The referendum election was held on June 26, 1990, whereby the qualified voters of the county voted in the majority to install the "fire tax."

Act No. 90-449 specifically sets forth certain requirements of which one remains what the revenue can be spent for by each fire department.

Act No. 90-449, specifically at Section 3, states that revenue derived from the fire tax may be used for the following purposes:

"Section 3. (a) Fire departments which participate in the distribution of tax proceeds shall expend such funds only for the acquisition of fire trucks, oil, gas, hydrants, utilities, and vehicle or station repair. Such funds shall not be used to pay salaries, purchase food or drink, or to hold fund raising projects."

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 - Letter and Resolution to:

Stone Crosby, P.C.
Attn: Laura M. Coker
126 Courthouse Square
Bay Minette, Alabama 36507

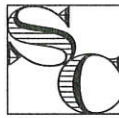
Cc:
Baldwin County Fire Chief's Association
23100 McAuliffe Drive
Robertsdale, Alabama 36567

Place a copy of the letter in the courier to EMA. BC Fire Chief's Association uses EMA as its mailing address.

Additional instructions/notes: N/A

SAMUEL N. CROSBY
GEORGE R. IRVINE, III♦
L. BRIAN CHUNN
T. DEVEN MOORE
SHAWN T. ALVES
R. SCOTT LEWIS
J. BRADFORD BOYD HICKS
ELIZABETH CASON CHEELY♦
CARSON I. NICOLSON
LAURA M. COKER
ERIN B. FLEMING
SARAH D. YOUNG*

ALSO ADMITTED IN FLORIDA*
ALSO ADMITTED IN LOUISIANA♦
ALSO ADMITTED IN PENNSYLVANIA♦



STONE CROSBY, P.C.
ATTORNEYS AT LAW

DAPHNE OFFICE:
8820 US HIGHWAY 90
DAPHNE, ALABAMA 36526
TELEPHONE: 251-626-6696
FAX: 251-626-2617

WWW.STONECROSBY.COM

BAY MINETTE OFFICE:
126 COURTHOUSE SQUARE
BAY MINETTE, ALABAMA 36507
TELEPHONE: 251-937-2417
FAX: 251-937-0483

FOLEY OFFICE:
7823 HIGHWAY 59 SOUTH
FOLEY, ALABAMA 36535
TELEPHONE: 251-955-5155
FAX: 251-955-5055

NORBORNE C. STONE, JR.
1925 - 2011

June 12, 2018

Chairman of the Baldwin County Commission
Baldwin County Administration Department
County Commission Office
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

RE: Elberta Volunteer Fire Department, Inc.

Dear Sir:

Our firm represents Elberta Volunteer Fire Department, Inc. ("Elberta VFD"). Elberta VFD requests permission to use the ad valorem tax money it receives to purchase two (2) E-One Pumpers on a 4-door Freightliner Chassis, which will be located at the firehouse of the Elberta Volunteer Fire Department. The total cost of these items is \$610,325.00, which will be financed by the Elberta VFD pursuant to the terms of an Installment Purchase Agreement with Government Capital Corporation. The Installment Purchase Agreement requires the Elberta VFD to make annual payments on principal and interest at the rate of 4.442% per annum. The Installment Purchase Agreement also requires that the Elberta VFD pledge the ad valorem tax money it receives from the County Fire Tax as security for repayment of said amounts.

If you have any questions concerning this request, please contact our office. We appreciate the County's continued interest in helping Elberta Volunteer Fire Department progress in its community service.

Sincerely Yours,

LAURA M. COKER
For the Firm

Enclosures

4BCC
RC
KC

RECEIVED
JUN 14 2018
BY: [Signature]



Baldwin County Fire Chiefs' Association

established 1969

RESOLUTION

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Act No. 90-449 of the 1990 Legislature provides for a levy of a one and one-half mill tax on all property located in Baldwin County, Alabama, to be distributed among qualified fire departments in the county, and

WHEREAS, said Act provides as for

"(a) Fire departments which participate in the distribution of the tax proceeds shall expend such funds only for the acquisition of fire trucks, fire stations, fire equipment communications, fire training, fire vehicle and station insurance, oil, gas, hydrants, utilities, and vehicle or station repair. Such funds shall not be used to pay salaries, purchase food and drink, or to hold fund raising projects."

"(b) Any exception to the above spending guidelines must be approved by the Baldwin County Fire Chiefs' Association and the Baldwin County Commission."

AND, WHEREAS, Elberta Volunteer Fire Department, Inc. is duly incorporated under the laws of this State and qualified pursuant to Section 9-13-17, Code of Alabama, 1975, has presented an application for approval by the Baldwin County Fire Chiefs' Association to use proceeds of the taxes derived from Act 90-449 for the acquisition of equipment, property or services as set forth in said act and to pledge said taxes as security for repayment of a loan to acquire said properties;

NOW, THEREFORE, to be resolved by the Baldwin County Fire Chiefs' Association, that Elberta Volunteer Fire Department, Inc. be, and is hereby, authorized to


purchase the equipment and or properties set forth in said application and to pledge the proceeds from Act 90-449 for repayment of the same.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed the official seal of the Baldwin County Fire Chiefs' Association.

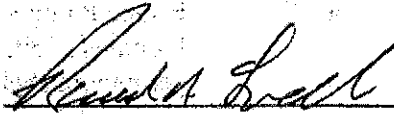
Approved at the regular monthly meeting held on 6-7, 2018
located at ~~Baldwin County Emergency Management Agency, 23100 McAuliffe~~
Drive, Robertsdale, AL 36567. *Robertsdale VFD 27575 St Paul St*

ATTEST:

BALDWIN COUNTY FIRE CHIEFS'
ASSOCIATION


Vee President

By:





Baldwin County Fire Chiefs' Association
established 1969

Elberta Volunteer Fire Department, Inc.

Equipment Approved to Purchase

- One (1): E-One Pumper on a 4-door Freightliner Chassis:
Includes additional 18" brow light, swing-out toolboard,
permanent shelf, roll-out tray, Shoreline 110V receptacle,
air outlet, TFF ball-intake valve, (2) sections of hard
suction hose, and a full ladder compliment
- One (1): E-One Pumper on a 4-door Freightliner Chassis
Includes additional 18" brow light, swing-out toolboard,
permanent shelf, roll-out tray, Shoreline 110V receptacle,
air outlet, TFF ball-intake valve

Execution of this document in no way creates liability on the part of the Baldwin County Fire Chiefs' Association or the Baldwin County Commission or Baldwin County and said parties are not responsible for the repayment of any bonds issued pursuant hereto.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION # 2018-095
OF THE
BALDWIN COUNTY COMMISSION**

**AS REQUIRED BY ACT NO. 90-449, PROVIDING FOR A DETERMINATION BY THE
BALDWIN COUNTY COMMISSION RELATING TO A REQUEST FROM THE ELBERTA
VOLUNTEER FIRE DEPARTMENT, INC.**

KNOW ALL MEN BY THESE PRESENTS, that Act No. 90-449, 1990 Regular Session [Acts 1990, Vol. 1, p. 634] provided for a levy of a 1½ mill tax on all property located in Baldwin County, Alabama, to be distributed among qualified fire departments in Baldwin County, Alabama, based upon the outcome of a referendum election; and

WHEREAS, the required and aforesaid referenced referendum election was held on June 26, 1990, wherefore a majority of the qualified electors, voting at such election and in Baldwin County, Alabama, voted for said tax; and

WHEREAS, within Act No. 90-449, Section 3 provides as follows:

“Section 3. (a) Fire departments which participate in the distribution of tax proceeds shall expend such funds only for the acquisition of fire trucks, fire stations, fire equipment, communications, fire training, fire vehicle and station insurance, oil, gas, hydrants, utilities, and vehicle or station repair. Such funds shall not be used to pay salaries, purchase food or drink, or to hold fund raising projects.

(b) Any exceptions to the above spending guidelines must be approved by the Baldwin County Fire Chiefs’ Association and the Baldwin County Commission.”; and

WHEREAS, the Elberta Volunteer Fire Department, Inc. is duly incorporated under the laws of the State of Alabama and remains qualified to receive proceeds derived from Act No. 90-449 and, furthermore, has presented a written request (attached hereto as **Exhibit “A”**) for the consideration of the Baldwin County Commission to approve the utilization of their proceeds of said taxes as security for repayment of a loan (and the repayment of said loan’s applicable interest) to purchase:

- One (1): E-One Pumper on a 4-door Freightliner Chassis:
Includes additional 18" brow light, swing-out toolboard,
permanent shelf, roll-out tray, Shoreline 110V receptacle, air
outlet, TFT ball-intake valve, (2) sections of hard suction
hose, and a full ladder compliment
- One (1): E-One Pumper on a 4-door Freightliner Chassis
Includes additional 18" brow light, swing-out toolboard,
permanent shelf, roll-out tray, Shoreline 110V receptacle, air
outlet, TFT ball-intake valve

WHEREAS, this honorable county governing body, pursuant to Act No. 90-449, has reviewed the aforementioned written request, as well as the accompanying instrument indicating the required approval of the Baldwin County Fire Chiefs' Association related to the same (attached hereto as **Exhibit "B"**), and finds that such remains an exception to the spending guidelines set forth in said Act No. 90-449 and seeks to provide its approval to said spending exception; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That Elberta Volunteer Fire Department, Inc. is hereby authorized to use their proceeds of taxes derived by Act No. 90-449 as security for repayment of a loan (and the repayment of said loan's applicable interest) to purchase the above-described equipment to strengthen their provision of firefighting and other related emergency services to Baldwin County, Alabama.

FURTHER, BE IT RESOLVED, that this instrument, codified as *Resolution #2018-095 of the Baldwin County Commission*, shall in no way obligate the Baldwin County Commission as to the loan sought by Elberta Volunteer Fire Department, Inc. as hereinabove referenced, or any loan, sought or secured by Elberta Volunteer Fire Department, Inc.

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of Baldwin County, Alabama, as affixed on this the 3rd day of July, 2018.

Commissioner Frank Burt, Jr., Chairman

ATTEST:

Ronald J. Cink, County Administrator/Budget Director



Baldwin County Commission

Agenda Action Form

File #: 18-0095, **Version:** 1

Item #: Q2

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Keri E. Green, Administrative Support Specialist III

ITEM TITLE

Voting Precinct No. 7 - Use of New Life Assembly of God Church as a Voting Place

STAFF RECOMMENDATION

To provide for the use of the Voting Place (New Life Assembly of God, Incorporated, located at 10424 U.S. Highway 31, Spanish Fort, Alabama) for Baldwin County Voting Precinct 7, which benefits citizens in their exercise of the electoral franchise, take the following actions:

- 1) Execute an Agreement between the Baldwin County Commission and the New Life Assembly of God, Incorporated (Church) to accomplish the parameters set forth in said Agreement, with Agreement commencing on July 17, 2018, and expiring on July 16, 2021; and
- 2) Authorize County personnel to accomplish external grounds-cleaning on the grounds of the Voting Place for Baldwin County Voting Precinct 7 after any election; and
- 3) Authorize an expenditure not to exceed \$235.00, from Baldwin County Elections Contract Services Fund 51910.5150, to accomplish the provision of professional cleaning services in the Voting Place for Baldwin County Voting Precinct 7 after any election.

BACKGROUND INFORMATION

Previous Commission action/date: May 19, 2015, Regular BCC Meeting

Background: During the May 19, 2015, regular meeting, the Baldwin County Commission (Commission) approved the use of the New Life Assembly of God Church (10424 U.S. Highway 31, Spanish Fort) as a Voting Place for Baldwin County Voting Precinct No. 7. The current Agreement 5/19/2015 Item BA1 expires on July 17, 2018.

Since the Church has allowed its premises for use for voting, the Commission shall continue to provide professional cleaning, by an outside vendor, of the room at the Church used for voting after each election as well as external grounds-cleaning (i.e. picking up trash) around the Church after each election (generally accomplished by the Parks Division).

This agenda item authorizes the renewal of the Agreement between the Commission and New Life

Assembly of God Church to accomplish the aforesaid. Staff has discussed the matter with the Pastor of the Church, Mr. Ferron Smith, who has agreed to continue said Agreement.

FINANCIAL IMPACT

Total cost of recommendation: Not to exceed \$235.00 each post-election

Budget line item(s) to be used: 51910.5150 - Contract Services: Baldwin County Elections Account

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: 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 Click or tap to enter a date.

Individual(s) responsible for follow up: Administration Department: Have Agreement signed and send Correspondence

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

Administration Correspondence to:

Mr. Ferron L. Smith, President and Senior Pastor

New Life Assembly of God, Incorporated

P.O. Box 7034

Spanish Fort, Alabama 36577

cc: Kim Creech, Ron Cink, Joey Nunnally, Madison Steele

Additional instructions/notes: N/A

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Meadowbrook Insurance Group PO Box 11047 Montgomery, AL 36111	CONTACT NAME: PHONE (A/C, No, Ext): 334-954-7200 FAX (A/C, No): E-MAIL ADDRESS: <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : ACCA Liability Self-Ins Fund</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACCA Liability Self-Ins Fund		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : ACCA Liability Self-Ins Fund															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, AL 36507															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

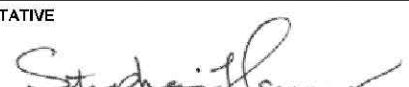
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:				01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER SHOWN IS AN ADDITIONAL COVERED PERSON AS DEFINED IN THE LIABILITY COVERAGE DOCUMENT ALONG WITH WAIVER OF SUBROGATION, PRIMARY AND NON-CONTRIBUTORY. COVERAGE RESTRICTED TO ONLY WHEN USED AS A POLLING LOCATION.

CERTIFICATE HOLDER

CANCELLATION

New Life Assembly of God 10424 US Highway 31 Spanish Fort, AL 36527	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Baldwin County Commission

Agenda Action Form

File #: 18-0386, **Version:** 1

Item #: Q3

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Christel Carpenter, Administrative Support Specialist III

ITEM TITLE

Baldwin County Commission District No. 3 Planning (Zoning) District Board of Adjustment (Central Baldwin County Area) - Board Appointment

STAFF RECOMMENDATION

As relates to the Baldwin County Commission District No. 3 Planning (Zoning) District Board of Adjustment, approve the following action:

1) Appoint Bellmont Tommy Springer, Jr., as an alternate member to Peggy Pittman Branch (Planning District 12 Designee), for a pro-rata reduced three (3) year term to coincide with the said term of Peggy Pittman Branch, said term commencing on July 3, 2018, and expiring on January 2, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

PART I - GENERAL BACKGROUND - BOARD(S) OF ADJUSTMENT:

Section 45-2-261 through Section 45-2-261.28 of the Code of Alabama 1975 (Baldwin County's enabling planning and zoning local legislation), sets forth, among other numerous things, the background on, and authority of, Board(s) of Adjustment. The last amendments to the aforementioned law were adopted by the Alabama Legislature through Act No. 2010-719 during the 2010 Regular Session of the Alabama Legislature.

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 provide for the appointment of boards of adjustment ... [to,] ... in appropriate cases and subject to appropriate conditions and safeguards ... make special exceptions to the terms of the ordinances and regulations ..."

Number: / Geographic Boundaries: "Four district boards of adjustment shall be appointed by the Baldwin County Commission with the same boundaries as the county commission districts as currently provided for by law ..."

Jurisdiction: "If a planning district is in more than one commission district, the board of adjustment for the planning district shall be the board of adjustment for the county commission district which contains the greatest part of the planning district."

Composition: "Each board of adjustment shall consist of not less than three and not more than the same number of regular members as the number of planning districts within the jurisdiction of a board of adjustment."

"The board of adjustment for each county commission district shall be composed of at least one member from each planning district and shall reflect as nearly as practical the diversity of land use in the commission district."

Qualifications: "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 a directly related field."

Terms of Office: (Regular Members) "Each regular member shall be appointed for a term of three years in such manner to serve staggered terms. A regular member shall continue service until a successor is duly appointed."

(Alternate Members) "In addition to the regular members provided for in this section, one alternate member for each regular member shall be appointed to serve on each board of adjustment only in the absence of the regular member for the place for which he or she was appointed an alternate and while serving shall have and exercise authority of a regular member. The alternate member shall have the same qualifications as a regular member and shall serve for a term concurrent with the regular member for the district."

Removal: "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: "Vacancies shall be filled for the unexpired term of any member whose term becomes vacant."

Initial Appointment: "The initial appointment of members of boards of adjustment and the alternates provided by Act 2006-609 shall be from nominations by the boards of adjustment of the local planning districts on April 26, 2006."

This requirement only applies to the initial appointment of the boards of adjustment. After the terms expire, the Baldwin County Commission may appoint persons meeting the appropriate qualifications (Staff note).

PART II - BACKGROUND ON BALDWIN COUNTY COMMISSION DISTRICT NO. 3 PLANNING (ZONING) DISTRICTS BOARD OF ADJUSTMENT [CENTRAL BALDWIN COUNTY AREA]:

This recommendation relates to the "Baldwin County Commission District No. 3 Planning (Zoning) Districts Board of Adjustment."

The Jurisdiction of this board of adjustment includes the following Planning (Zoning) Districts: 12, 13, 18 & 31. However, of this number of Planning (Zoning) Districts and at this time, only the following are active "zoned" Districts [which total two (2) in number]: Planning (Zoning) District No. 12 & 31.

At this time, the composition of this board of adjustment is five (5) Regular Members and five (5) Alternate Members. Of the total number of Regular Members, three (3) persons shall be representative of Planning (Zoning) District No. 31 and two (2) persons shall be representative of Planning (Zoning)

District No. 12; further, of the total number of Alternate Members, three (3) persons shall be representative of Planning (Zoning) District No. 31 and two (2) persons shall be representative of Planning (Zoning) District No. 12. Lastly, all ten (10) Regular & Alternate Members shall be qualified electors. Furthermore, while the board of adjustment will be composed of a total of ten (10) Regular & Alternate Members, since the Regular Membership remains only five (5) in number there shall be no more the one (1) member of this total number who is directly engaged in real estate sales, development, or construction or a directly related field.

The Terms of Office for each of the five (5) Regular Members and five (5) Alternate Members are required to be three (3) years each; however, the initial terms of office for some of the members were staggered to meet the intent of the requirement for staggered terms. All of the appointments to which this agenda item refers shall be for three (3) year terms of office each.

PART III - BACKGROUND ON PROPOSED RE-APPOINTMENTS TO BALDWIN COUNTY COMMISSION DISTRICT NO. 3 PLANNING (ZONING) DISTRICTS BOARD OF ADJUSTMENT:

Commissioner Dorsey has nominated the persons identified in the staff recommendation for reappointment to the Baldwin County Commission District #3 Planning (Zoning) District Board of Adjustment.

Staff has verified that the nominees are 1) qualified electors (i.e. registered voters) within the territory of the respective board of adjustment 2) as found within each and respective "active" Planning (Zoning) District within the Jurisdiction of this board of adjustment and 3) that no current incumbent member or nominee is directly engaged in real estate sales, development, or construction or a directly related field. Therefore, staff confirms that the nominees meet the requirements set forth in Section 45-2-261 through Section 45-2-261.28 of the Code of Alabama 1975.

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.

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

Correspondence to:

Bellmont Tommy Springer, Jr.

25318 Raynagua Blvd.

Loxley, Alabama 36551

CC: Vince Jackson

Linda Lee

Additional instructions/notes: N/A

**BALDWIN COUNTY COMMISSION DISTRICT #3 PLANNING (ZONING) DISTRICT
BOARD OF ADJUSTMENT
[Central Baldwin County area]**

General Board Information:

Appointed by Baldwin County Commission.

Board of Adjustment shall consist of five 'Regular' members (& five corresponding 'Alternate' members) and not more than the same number of 'Regular' members (& corresponding number of 'Alternate' members) as the number of 'zoned' Planning Districts within the jurisdiction of the Board of Adjustment.

[Note: as of January 2, 2007, the jurisdiction of this Board of Adjustment includes Planning District's 12, 13, 18 & 31; however, as of January 2, 2007, and of said foregoing number Planning Districts, only the following are 'zoned' Planning Districts at this time: 12 & 31].

At least one 'Regular' member (& corresponding 'Alternate' member) shall be from each Planning District within the jurisdiction of the Board of Adjustment.

Term of each "Regular" member (& corresponding "Alternate" member) is three (3) years with each respective term of office corresponding exactly for each Planning District representative [i.e. each corresponding Planning District "Regular" and "Alternate" member has the exact same term of office] [Note: Upon the initial appointment of members at the January 2, 2007, regular meeting, many membership slots on this Board of Adjustment were 'staggered' as required by Act No. 2006-609.]

All members must be qualified electors of their respective Planning Districts within the territory of the Board of Adjustment and shall reflect as nearly as practical the diversity of land use in County Commission District No. 3.

No more than one (1) member of the Board of Adjustment shall be directly engaged in real estate sales, development or construction or a directly related field.

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

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
REGULAR MEMBERS			
Judy Powell 18640 Bull Springs Road Robertsdale, AL 36567 <i>Registered Voter</i> NOT INVOLVED IN REAL ESTATE OR CONSTRUCTION <i>[Planning District 31 Designee]</i>	Reappointed 12/05/2017 for a pro-rata reduced term continuing from 01/02/2016	3 years	01/02/2019
Peggy Pittman Branch P.O. Box 584 18314 Driskell Road Loxley, AL 36551 <i>Registered Voter</i> NOT INVOLVED IN REAL ESTATE OR CONSTRUCTION <i>[Planning District 12 Designee]</i>	Reappointed 12/05/2017 for a pro-rata reduced term continuing from 01/02/2016	3 years	01/02/2019

BALDWIN COUNTY COMMISSION DISTRICT #3 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT – Cont.

REGULAR MEMBERS – Cont.

James Hanson Hardy 19279 Steadham Lane Robertsdale, AL 36567 <i>Registered Voter</i> NOT INVOLVED IN REAL ESTATE, CONSTRUCTION <i>[Planning District 31 Designee]</i>	Reappointed 01/16/2018 for a pro-rata reduced term continuing from 01/02/2018	3 years	01/02/2021
Adam Pasqual Bertolla 16513 County Road 68 Loxley, AL 36551 <i>Registered Voter</i> NOT INVOLVED IN REAL ESTATE OR CONSTRUCTION <i>[Planning District 12 Designee]</i>	Reappointed 01/16/2018 for a pro-rata reduced term continuing from 01/02/2018	3 years	01/02/2021
Harry Donald Waters 19823 Donnie Waters Road Robertsdale, AL 36567 <i>Registered Voter</i> NOT INVOLVED IN REAL ESTATE, CONSTRUCTION <i>[Planning District 31 Designee]</i>	Reappointed 12/05/2017 for a pro-rata reduced term continuing from 01/02/2017	3 years	01/02/2020

ALTERNATE MEMBERS

Raymond Gates (for Judy Powell) 25440 County Road 71 Robertsdale, AL 36567 <i>Registered Voter</i> NOT INVOLVED IN REAL ESTATE, CONSTRUCTION <i>[Planning District 31 Designee]</i>	Reappointed 06/18/2013 term continuing from 01/02/2013	3 years	01/02/2016
VACANT POSITION <i>Registered Voter</i> NOT INVOLVED IN REAL ESTATE OR CONSTRUCTION <i>[Planning District 12 Designee]</i>	Vacant since 12/05/2017 appointment of Adam Pasqual Bertolla as a regular member	3 years	01/02/2016
VACANT POSITION	Thanked Peggy Wallace Nelson (for James Hanson Hardy) for her prior service on 03/03/2009	2 years	01/02/2009

**BALDWIN COUNTY COMMISSION DISTRICT #3 PLANNING (ZONING) DISTRICT
BOARD OF ADJUSTMENT – Cont.**

ALTERNATE MEMBERS – Cont.

VACANT POSITION <i>Registered Voter</i> NOT INVOLVED IN REAL ESTATE OR CONSTRUCTION <i>[Planning District 12 Designee]</i>	12/05/2017, Thanked Daniel Ray Middleton, Jr. for his prior civic service as an alternate member	3 years	01/02/2015
Donna Givens (<i>for Harry Donald Waters</i>) 25570 County Road 65 Loxley, AL 36551 <i>Registered Voter</i> NOT INVOLVED IN REAL ESTATE, CONSTRUCTION <i>[Planning District 31 Designee]</i>	Reappointed 12/05/2017 for a pro-rata reduced term continuing from 01/2/2017	3 years	01/02/2020

REVISED: 01/16/2018 - met

Christel F. Carpenter

From: Linda Lee
Sent: Thursday, June 14, 2018 10:45 AM
To: Christel F. Carpenter
Cc: Anu Gary; Monica Taylor; Keri Green; Victoria Key; Miranda N. McKinnon
Subject: BCC District 2 BOA Appointment
Attachments: Tommy Springer 2018.doc; Springer Certification.pdf

Christel,

Please place the item below on the next available agenda for consideration, Commissioner Dorsey has given his approval:

BOA #3

Planning District 12

Bellmont Tommy Springer, Jr. **(APPOINT AS ALTERNATE MEMBER TO PEGGY BRANCH)**
25318 Raynagua Boulevard
Loxley, AL 36551
Telephone: (251) 454-3172
Checklist and Certification of Board Member Attached

Thank you,

Linda Lee

Planner
Baldwin County Planning & Zoning Dept.
201 East Section Avenue
Foley, AL 36535
Tel: (251) 972-8523
Fax: (251) 972-8520
E-mail: llee@baldwincountyal.gov

CERTIFICATION OF BOARD OF ADJUSTMENT MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

_____ I am actively engaged in real estate sales and hold a real estate and/or broker license.

_____ I am actively engaged in development (land developer).

_____ I am actively engaged in construction (contractor's license).

X I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

Bellmont Tommy Springer, Jr.

Name (Please Print)

B. Tommy Springer, Jr.
Signature

6-9-2018
Date



Baldwin County Commission

Agenda Action Form

File #: 18-0340, **Version:** 1

Item #: R1

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: Addendum

From: Ronald J. Cink, County Administrator

Submitted by: Miranda McKinnon

ITEM TITLE

Voting Administration - Agreement for the Use of the Boykin Center Building as a Voting Location for Voting Precinct No. 5

STAFF RECOMMENDATION

To provide for the use of the Voting Place (Boykin Center Building, located at 900 B Still Boulevard, Bay Minette, in Baldwin County, Alabama) for Baldwin County Voting Precinct No. 5, which benefits citizens in their exercise of the electoral franchise, take the following actions:

- 1) Approve an Agreement between the Baldwin County Commission and the Bay Minette Housing Authority, to accomplish the parameters set forth in said Agreement, with Agreement commencing on July 21, 2018, and expiring on July 21, 2021; and
- 2) Authorize County personnel to accomplish external grounds-cleaning on the grounds of the Voting place for Baldwin County Voting Precinct No. 5 after any election; and
- 3) Authorize an expenditure not to exceed \$235.00, from Baldwin County Elections Contract Services Fund 51910.5150, to accomplish the provision of professional cleaning services in the Voting Place for Baldwin County Voting Precinct No. 5 after any election.

BACKGROUND INFORMATION

Previous Commission action/date: July 21, 2015, Regular BCC Meeting

Background: During the July 21, 2015, regular meeting, the Baldwin County Commission (Commission) approved the use of the Boykin Center Building in Douglasville (900 B Still Boulevard, Bay Minette, in Baldwin County, Alabama) as a Voting Place for Baldwin County Voting Precinct No. 5. The current Agreement commenced July 21, 2015 (Item GA1) and expires on July 21, 2018.

Since the Bay Minette Housing Authority has allowed its premises at the Boykin Center to be used for voting, the Commission shall continue to provide professional cleaning, by an outside vendor, of the

room at the Center used for voting after each election as well as external grounds-cleaning (i.e. picking up trash) around the Center after each election (generally accomplished by the Parks Division).

This agenda item authorizes the renewal of the Agreement between the Commission and the Bay Minette Housing Authority to accomplish the aforesaid. Staff has discussed the matter with Ms. Virginia Leggett, Executive Director of the Bay Minette Housing Authority, who has agreed to continue said Agreement.

FINANCIAL IMPACT

Total cost of recommendation: Not to exceed \$235.00 each post-election

Budget line item(s) to be used: 51910.5150 - Contract Services: Baldwin County Elections Account

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: 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 Department: Have Agreement signed and send Correspondence

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

Administration Correspondence to:

Bay Minette Housing Authority

ATTN: Virginia Leggett, Executive Director

400 South Street

Bay Minette, Alabama 36507

cc: Kim Creech, Ron Cink, Madison Steele, Joey Nunnally

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the Bay Minette Housing Authority (hereinafter referred to as “BAY MINETTE HOUSING AUTHORITY”) is a public institution and owns and operates the property known as the BOYKIN CENTER BUILDING (hereinafter referred to as “BOYKIN CENTER”) located at 900 B Still Boulevard, Bay Minette, in Baldwin County, Alabama; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as the “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, in an effort to maintain a Voting (Polling) Place in Voting (Polling) Precinct No. 5, the COMMISSION seeks the utilization of the BOYKIN CENTER as the Voting (Polling) Place for Voting (Polling) Precinct No. 5; and

WHEREAS, the COMMISSION is authorized to establish Voting (Polling) Precincts and Voting (Polling) Places, for use in applicable elections, in accordance with §17-6-1, et seq., Code of Alabama 1975; and

WHEREAS, the COMMISSION has respectfully asked that the BOYKIN CENTER be used as the Voting (Polling) Place for Voting (Polling) Precinct No. 5 in Baldwin County, Alabama, and recognizes that the provision, by the COMMISSION, of professional cleaning services and grounds-cleaning after each instance of voting and balloting will enable the utilization of the BOYKIN CENTER as a Voting (Polling) Place which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 5 in their exercise of the electoral franchise.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereby, do AGREE as follows:

1. The BOYKIN CENTER shall be utilized as a Voting (Polling) Place for Voting (Polling) Precinct No. 5 in Baldwin County, Alabama, which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 5 in their exercise of the electoral franchise.
2. The BOYKIN CENTER, as a designated Voting (Polling) Place, shall ensure that the premises utilized for Voting (Polling) has a nondiscriminatory policy, and said premises shall be made available to the electorate of such Voting (Polling) Precinct, regardless of race, age, gender, religion, language or disability as protected by applicable state and / or federal law, in their exercise of the electoral franchise.

3. The COMMISSION shall provide the **BAY MINETTE HOUSING AUTHORITY, for the BOYKIN CENTER only**, with the following:

- i) Professional cleaning services after each of the dates in which such Voting (Polling) Place was utilized; and
- ii) Aesthetic and external grounds cleaning after each of the dates in which such Voting (Polling) Place was utilized.

4. The **BAY MINETTE HOUSING AUTHORITY** represents and warrants to the COMMISSION that its premises **at the BOYKIN CENTER** used for voting under this Agreement are reasonably safe and suitable for the purposes of this Agreement, and that, subject to said representation and warranty, the COMMISSION shall indemnify and hold the **BAY MINETTE HOUSING AUTHORITY** harmless from any and all claims of whatsoever kind or character which may arise or be made and which are in any way related to or resulting from the **BOYKIN CENTER** being utilized as a Voting (Polling) Place.

5. This Agreement represents the entire terms and conditions of the Agreement between the COMMISSION and the **BAY MINETTE HOUSING AUTHORITY**, either express or implied. This Agreement can be amended only by written amendment executed by the COMMISSION and the **BAY MINETTE HOUSING AUTHORITY**.

6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the **BAY MINETTE HOUSING AUTHORITY** on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency relationship or any action that would create or imply that the **BAY MINETTE HOUSING AUTHORITY** is an agent of the COMMISSION.

7. This Agreement shall be in effect for a period of thirty-six (36) months, or in a shorter time as determined by the COMMISSION, commencing **July 21, 2018**, and expiring **July 21, 2021**, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of the **BOYKIN CENTER** as a Voting (Polling) Place as determined by the COMMISSION in its discretion. Notwithstanding the above, the **BAY MINETTE HOUSING AUTHORITY** reserves the right to terminate this Agreement only upon written notice provided to the COMMISSION and after the expiration of one hundred and fifty (150) days, said notice provided to the Chairman of the Baldwin County Commission.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

Frank Burt, Jr.
As Its: Chairman
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that Frank Burt, Jr., as Chairman of the Baldwin County Commission, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____,
2018.

NOTARY PUBLIC
My Commission expires: _____

BAY MINETTE HOUSING AUTHORITY

VIRGINIA LEGGETT
As Its: Executive Director
Date: _____

DESS L. SANGSTER
As Its: Chairperson, Board of Commissioners
Date: _____

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that **VIRGINIA LEGGETT, as an Executive Director of the Bay Minette Housing Authority**, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such **Executive Director of the Bay Minette Housing Authority**, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said **Bay Minette Housing Authority**.

GIVEN under my hand and seal this the _____ day of _____,
2018.

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that **DESS L. SANGSTER, as a Chairperson of the Board of Commissioners of the Bay Minette Housing Authority**, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such **Chairperson of the Board of Commissioners of the Bay Minette Housing Authority**, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said **Bay Minette Housing Authority**.

GIVEN under my hand and seal this the _____ day of _____,
2018.

NOTARY PUBLIC
My Commission expires: _____



Baldwin County Commission

Agenda Action Form

File #: 18-0521, **Version:** 1

Item #: R2

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: Addendum

From: Joey Nunnally, P.E., County Engineer

B. Taylor Rider, BRATS Director of Transportation

Kimberly Creech, County Clerk Treasurer

Submitted by: Chandra Middleton, Assistant Director of Transportation

ITEM TITLE

Revision to Bus Chassis Pricing for Baldwin Regional Area Transit Systems Fiscal Year 2018 Bus Order

STAFF RECOMMENDATION

Authorize the Clerk Treasurer to process an interim check issued to the Alabama Department of Transportation (ALDOT) for County Funds Due in the amount of \$194.00 due to a bus chassis price change.

BACKGROUND INFORMATION

Previous Commission action/date: 05/15/2018 - Approved the purchase of one (1) transit vehicle with 5311 funds and one (1) transit vehicle with 5307 funds.

Background: On May 15, 2018, the Baldwin County Commission approved the purchase of two transit vehicles with federal funds. At the time of submittal, the chassis prices were \$53,690.00 each. On June 20, 2018, the Alabama Department of Transportation contacted the Baldwin Regional Area Transit System to inform them that the chassis pricing had increased to \$54,175.00 each resulting in a difference, after the federal funding was applied, of \$97.00 each for a total increase of \$194.00. This check is required for them to finalize and process the order.

FINANCIAL IMPACT

Total cost of recommendation: \$194.00

Budget line item(s) to be used: 51930.5550

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: Yes, needs immediate attention due to ALDOT holding bus order until check is received.

Individual(s) responsible for follow up: Accounting Department is to issue an interim check in the amount of \$194.00 and mail to the below address.

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

Mail check in the amount of \$194.00 to the following address:

Alabama Department of Transportation

Attention: Robert Echols

1100 John Overton Drive

Montgomery, Alabama 36110

Additional instructions/notes: Please notify Chandra Middleton once it is placed in the mail.

Chandra Middleton

From: Echols, Robert <echolsr@dot.state.al.us>
Sent: Wednesday, June 20, 2018 9:44 AM
To: Chandra Middleton
Subject: New Bus Order Form/Price Change
Attachments: NEW2019 HAP-1 VehOrderForm Trans South MV-Gas .doc

Follow Up Flag: Follow up
Flag Status: Flagged

Chandra,

The old chassis price was **\$53,690.00**, the new price is **\$54,175.00**.

The difference comes out to be \$97.00 for each vehicle, check my math to be sure.

Thanks

Robert



Baldwin County Commission

Agenda Action Form

File #: 18-0522, **Version:** 1

Item #: R3

Meeting Type: BCC Work Session

Meeting Date: 6/26/2018

Item Status: Addendum

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE

No Name Road in Fort Morgan - Road Name Change, Agreement and Memorandum of Understanding for Road Improvements and Maintenance

STAFF RECOMMENDATION

Take the following actions:

- 1) Waive Baldwin County Policy No. 4.3 and approve the road name change of No Name Road in Fort Morgan to Burgoyne Road; and
- 2) Adopt Resolution No. 2018-097 and authorize the Chairman to execute an agreement between the Alabama Department of Transportation (ALDOT) and Baldwin County for improvements to No Name Road (Burgoyne Road) along State Route 180; and
- 3) Authorize the Chairman to execute a Memorandum of Understanding between the Alabama Historical Commission (AHC) and the Baldwin County Commission which defines specific maintenance responsibilities regarding Burgoyne Road (No Name Road) located on AHC property at the Fort Morgan State Historic Site.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Improvements to Burgoyne Road will provide beach access to the Gulf of Mexico for visitors and access for emergency and resource management vehicles. The bollards and improved infrastructure will decrease resource damage by keeping vehicles on the paved surface, improve visitor access to resources and improve emergency vehicle access to the beach.

The estimated cost of the project is \$200,000.00 for equipment, labor and materials for the road and parking area. ALDOT agrees to purchase all materials and cover labor costs related to the construction of the roadway improvements up to \$120,000.00. The remaining \$80,000.00 will be in kind cost to the County for equipment.

AHC will maintain the walking path from the end of road to the beach. The County will maintain the road, bollards and gate on the beach end of the road.

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: The County Attorney is currently reviewing.

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; Highway Department Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have documents executed by Chairman.

Contact:
Lisa D. Jones, Executive Director
Alabama Historical Commission
468 South Perry Street

Montgomery, Alabama 36130

Mr. Vincent E. Calametti, P.E.,
Region Engineer
Alabama Department of Transportation
1701 I-65 West Service Road North
Mobile, Alabama 36618

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION

POLICY #4.3	
Subject	Road Name Policy
Date Adopted	March 17, 2009
Agenda Item	Agenda Item E 25, Minutes pg. 11
Obsolete Versions	May 16, 1995 Minute Book 16, pg. 177-179 October 4, 2005 Minutes pg. 11-13 February 19, 2008 Minutes pg. 26

POLICY STATEMENT

This policy allows the Baldwin County Building Official to approve a **Road Name Change** or a **New Road Name** application and submit to E911 Addressing and or the Baldwin County Commission for approval as directed by Resolution #2017-036 dated December 6, 2016.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. An application is received by the Building Inspection Department. They in turn verify that all information is correct and that the requirements are met and processed accordingly.
2. If the application is for a **New Road Name** and all requirements have been met, the application is forwarded to E911 Addressing for processing.
3. The Building Official shall have the authority to reject any proposed New Road Name that in his opinion may increase the unauthorized removal of the road name sign.

4. If the application is for a **Road Name Change**, the following will apply:
 - a. Building Inspection staff receives request from either E911 Addressing or the Public, maps out the road and verifies all information is correct.
 - b. A non-refundable processing fee of \$50.00 must accompany the application.
 - c. Building Inspection staff presents request to the Baldwin County Commission at a work session. If at the work session there are no issues or questions, the request is then forwarded to the Baldwin County Commission for approval at the next regularly scheduled meeting.
 - d. Once the request is approved by the Baldwin County Commission, the request is forwarded to the Sign Division of The Baldwin County Highway Department for ordering of sign and installation, and a letter sent to E911 Addressing notifying of Road Name Change.

FORMS/ATTACHMENTS/EXHIBITS

1. Resolution #2017-036 of the Baldwin County Commission – adopted 20161206
2. New Road Name petition (application) – revised 20161206
3. Road Name Change petition (application) – revised 20161206

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2017-036
OF THE BALDWIN COUNTY COMMISSION

AMENDING RESOLUTION #2006-04 OF THE BALDWIN COUNTY COMMISSION (ADOPTED OCTOBER 4, 2005, REGULAR MEETING), RELATING TO THE REQUESTING STREET AND ROAD ADDRESSES AS REQUIRED BY THE BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT AND THE BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT.

WHEREAS, The Baldwin County Commission has authorized under Alabama State Enabling Legislation, Act No. 84-369, the establishment of an Emergency Communications District (E-911) the appointment of a governing body to supervise the operations of the Emergency Communications District; and

WHEREAS, to facilitate prompt and efficient response and delivery of emergency services, the Baldwin County Commission has determined that it is in the best interest of the citizens of Baldwin County, that the Building Inspection Department and E-911 Departments be authorized to jointly effect limited, supplemental road name modifications necessary to avoid delay in emergency response without petition or approval of affected residents or owners subject only to Baldwin County Commission approval and certification by E-911 that no change of address will be necessitated by such modification.

BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that they support the recommendations of the Board to transfer County street and road addressing responsibility from the Baldwin County Building Inspection Department to the Baldwin County Emergency Communications District; and

THAT, it is the intent of the Baldwin County Commission that to better serve the citizens of Baldwin County by retaining certain duties of the Building Inspection Department, including that the department maintain the official Mylar maps keeping them current so that the various departments – Zoning, Coastal-Flood, Tax Assessment, Subdivision, Law Enforcement, and other County agencies are better served by access to these maps; and

THAT, it is the intent that the Baldwin County Emergency Communications District assign addresses to all approved and recorded subdivisions; and

THAT, it is the intent that the Baldwin County Emergency Communications District assign addresses to all residential, commercial structures and cemeteries duly recorded and where a legal description tax map number, parcel number is furnished; and

THAT, it is the intent that subdivision developers be responsible for naming streets subject to Building Inspection Department approval; and

THAT, the developer will be responsible for erecting street signs as approved by the Baldwin County Highway Department; and

THAT, the Baldwin County Highway Department will maintain and/or replace standard street signs; and

THAT, it is the intent that private roads having three or more residential and/or commercial structures will be named by the Building Inspection Department and addressed by the Baldwin County Emergency Communications District; and

THAT, roads providing access to cemeteries may be named by the Baldwin County Commission; and

THAT, public roads will be addressed using the County or Federal Highway number; and

THAT, it is the intent that to better serve the citizens all Road Name Changes shall be the responsibility of the Baldwin County Commission and require the signatures of 90% of those affected by the change, including the residences on the road and land owners with property on the road; and

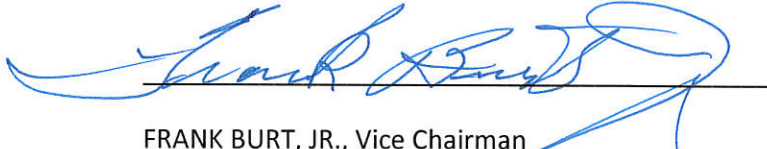
THAT, it is the intent that all expenses for the Road Name Change be paid for in the amount of \$50.00 non-refundable prior to being heard before the County Commission; and

THAT, it is the intent that the Baldwin County Emergency Communications District issue addresses to those citizens requesting street or road addresses with due consideration to accessibility for emergency response vehicles; and

THAT, notwithstanding any of the foregoing provisions to the contrary, the Baldwin County Building Inspection and E-911 Department shall be authorized to jointly modify road names if necessary to avoid emergency response delay, without any requirement of petition or approval of affected owners or residents as aforesaid and without requirement of the aforementioned \$50.00 fee; provided however, that such modifications shall be supplemental only to the existing road name and shall be additions such as, without limitations, "North", "South", "East", "West", or "Extension", and further provided that Baldwin County Commission approval shall be required for any such modifications, and further provided that E-911 shall certify that any such modification shall not require or necessitate a change of address for affected residents or owners expenses.

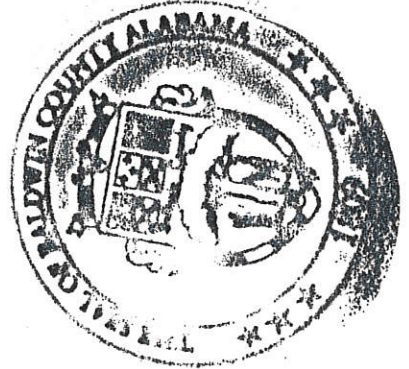
FURTHER, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, this instrument (Resolution #2017-036) shall become effective December 6, 2016.

DONE, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, and under the Seal of the County Commission of Baldwin County, Alabama, on this 6th day of December, 2016.


FRANK BURT, JR., Vice Chairman

ATTEST:


RONALD J. CINK, County Administrator/Budget Director



SUGGESTIONS FOR COMPLETING THE NEW ROAD NAME PETITION

Please make sure you complete all required parts of the form and meet all the stated criteria so that your petition will pass its initial review. A rejection of your request at any point in the process will activate a twenty-four (24) month waiting period before another petition will be accepted for processing.

Road Name Selection

Personal names are strongly discouraged because many difficulties have resulted from allowing personal names at the outset of the naming program. If a name you wish to have considered begins with a word that has already been used for a road name anywhere in the county or municipalities, it will have to be refused. This is in order to avoid duplication that can lead to problems when wireless communication equipment is used to call for emergency response. You are welcome to contact the 9-1-1 Addressing personnel to check for duplication before submitting your petition. You can contact the 9-1-1 Addressing Department @ 251-947-5911.

Who Can/Must Sign the Petition?

100% of those affected must sign the petition.

The Building Official shall have the authority to reject any proposed road name that in his opinion may increase the unauthorized removal of the road sign.

NEW ROAD NAME POLICY & PROCEDURE
FOR BALDWIN COUNTY 911 PURPOSES

Effective December 6, 2016, the Baldwin County Commission set a new policy for road naming by officially adopting the following resolution:

IT IS THE INTENT THAT PRIVATE ROADS HAVING THREE OR MORE
RESIDENTIAL AND/OR COMMERCIAL STRUCTURES WILL BE NAMED BY THE
BUILDING DEPARTMENT AND ADDRESSED BY THE BALDWIN COUNTY
EMERGENCY COMMUNICATIONS DISTRICT. ROADS PROVIDING ACCESS TO
CEMETERIES MAY BE NAMED BY THE BALDWIN COUNTY COMMISSION.

This policy supersedes all previously existing policies with regards to the naming of private and public roads for the 911 Enhanced Emergency Response System in Baldwin County.

In the event you meet the criteria for naming a road under the present system you must complete and return this form to the attention of **Kim Nelson, Baldwin County Building Inspection Department, 201 E. Section Avenue, Foley, AL 36535.**

Submit no less than three names:

First Choice: _____

Second Choice: _____

Third Choice: _____

(Generic-type names will receive preference over personal names.)

Location of Road: _____

Tax Map Number(s): _____

(Give exact location and direction of how the road will run through the property/ties.)

Check one: Private Road/Drive____; Right-of-Way ____; Easement _____

Please give width of road or driveway and approximate length: Width_____ Length ____

On the next page list the names, mailing addresses, and telephone numbers of all land and building owners who will be located on this road. There is a separate section on the page for their signatures, which are **Required**. Be specific: list future development if known and possible time of development. This could be a factor in approval of your application. Each structure will be renumbered. Include a specific description of the location of each driveway with this petition (e.g., you turn into John Doe's driveway 20 feet north of his south property line). In the Comments section give a brief background history and why you think the road should be named. Attach another sheet if necessary.

Names: _____

Comments: _____

After reviewing the application, if the Building Official approves the naming of the road, a reasonable time should be allowed to properly implement the new name into the Enhanced 911 Emergency System of Baldwin County. Applicants approved or denied will be notified by mail.

I/We, the undersigned, have read and understand that the naming of this road is for the sole purpose of the Enhanced 911 Response System of Baldwin County. ***I/We further understand that the naming of the road will in no way constitute responsibility for road maintenance of any type by the Baldwin County Commission, its agents or assignees, now or in the future.***

Signature(s) of applicant(s) (all involved; attach another sheet if needed):

Choose one person as group representative: _____

----- Telephone No. -----
(OFFICE USE ONLY) Date application received: _____

Recommended Action: _____

Results: _____

INSTRUCTIONS FOR COMPLETING THE ROAD NAME CHANGE PETITION

Your petition will be initially reviewed by the Addressing Staff of the Baldwin County Emergency Communications District (9-1-1). If the basic criteria are met, it will be forwarded to the Baldwin County Building Department for presentation to the Baldwin County Commission. The Commission will make the final decision.

Please make sure you complete all required parts of the form and meet all the stated criteria so that your petition will pass the initial review. A rejection of your request at any point in the process will activate a twenty-four (24) month waiting period before another petition will be accepted for processing.

Processing Fee

A non-refundable processing fee of **\$50.00** must accompany the petition. No cash, please; checks or money orders only, payable to the Baldwin County Building Department.

Road Name Selection/Changing All or a Portion of a Road

The Building Official shall have the authority to reject any proposed road name that in his opinion may increase the unauthorized removal of the road sign.

Personal names consisting of a first name and surname are strongly discouraged. Names beginning with the words: *Bay, Bayou, Camelia or Camellia, Cedar, Cypress, Deer, Dogwood, Gulf, Hill, Holley or Holly, Juniper, Lake, Magnolia, Oak, Pecan, Perdido, Pine, Quail, Ridge, River, Village, Wolf, or Wood* will be denied. These words have already been used several times each for road names in the county and municipalities. Word duplication of any sort is strongly discouraged so you are welcome to contact the Addressing Staff at the 9-1-1 center to check the availability of any word you are considering before submitting your petition (251-947-5911 or ext 2486 at any courthouse). Please list at least one alternate name to your first choice.

If it is only a portion of an existing roadway that you wish to have renamed, please be very specific in your description of the boundaries. The boundaries must be extremely clear; the name must not change in the middle of a block, i.e., the road should be bisected by another road to make the boundary clear.

If you live in a recorded subdivision, it may be that the Commission will not approve a change, but will ask that the developer submit a new plat of the subdivision showing the new road name. This might happen because the Commission has previously stated that road names with subdivisions are the responsibility of the developer.

Who Can/Must Sign the Petition?

90% of those affected by the change must sign the petition. If you are set upon a personal name being used, **100%** must sign. This includes **resident landowners, non-resident landowners and non-owner residents** on any properties that touch our must be accessed from the roadway. One representative may sign for each household or business; each landowner should sign. Names will be verified, ownership will be verified through the tax department and a field check of the number of inhabited structures will be made.

Return the completed form to: B.C.E.C.D. Addressing Department, P. O. Box 924, Robertsedale, AL 36567

ROAD NAME CHANGE PETITION

We, the undersigned, hereby petition the Baldwin County Commission to permit the renaming of our roadway. We understand and accept that many roads in Baldwin County were named for ease of resident location, particularly for emergency response, and that renaming a roadway is a serious matter involving numerous agencies and departments. Further, we understand and accept that the participation of the Commission in this matter in no way constitutes responsibility on the part of the county for maintenance of the roadway now or in the future.

If the name change is not approved, we understand that we must wait twenty-four (24) months from the date of the rejection before submitting another petition.

CURRENT ROAD NAME: _____

CHANGE ENTIRE ROAD TO: _____
or

CHANGE PART OF ROAD TO: _____

Describe portion to be changed

<u>NAME</u> (print)	<u>SIGNATURE</u>	OWNER or <u>RESIDENT</u>	(street & mail) <u>ADDRESS</u>	<u>PHONE</u>
---------------------	------------------	-----------------------------	-----------------------------------	--------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

attach another sheet if necessary

BACKGROUND INFORMATION

What reason is there to rename the road?

Check one: Private drive ____ Right-of-way ____ Easement ____

Location of and length of roadway:

Comments:

FOR OFFICE USE ONLY

Processing fee included with petition? yes ____ no ____
(If no, date received: _____)

Number of registered landowners: _____
Number of non-owner residents: _____ Total: _____
Number of signers: _____ % of total: _____

Was percentage of criteria met? yes ____ no ____

Are all names available? yes ____ no ____

Tax Map location(s): _____

RESOLUTION NUMBER 2018-097

BE IT RESOLVED, by the County Commission of Baldwin County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Improvements to No Name Road (Burgoyne Road) along State Route 180,

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Administrator and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Administrator.

Passed, adopted, and approved this _____ day of _____, 20__.

ATTESTED:

County Administrator

Chairman, County Commission

I, the undersigned qualified and acting County Administrator of Baldwin County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____ day of _____, 20____, and that such resolution is of record in the records of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20__.

County Administrator

SEAL

**AGREEMENT
FOR
PRELIMINARY ENGINEERING

BETWEEN THE STATE OF ALABAMA
AND
THE COUNTY OF BALDWIN, ALABAMA**

**Project ST-002-888-008
Project Reference Number 100068565
No Name Road Improvements
in Baldwin County**

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the Baldwin County, Alabama, hereinafter referred to as COUNTY; and

WHEREAS, the STATE and COUNTY desires to make improvements to No Name Road along State Route 180 in the county jurisdiction; and

WHEREAS, the STATE will perform the preliminary engineering necessary; and

WHEREAS, the STATE and COUNTY desire to mutually cooperate in the construction improvements on No Name Road;

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will perform or have performed all services required to fulfill the purposes of this Agreement. Plans will be prepared by the STATE not as a part of Project cost.
- (2) The STATE agrees to purchase all materials and cover labor costs related to the construction of the roadway improvements, with the COUNTY providing all equipment for installation of said improvements, to include the needed soil stabilization.

- (3) This project will be administered by the COUNTY. The estimated costs and participation by the various parties are as follows:

	Total Estimated <u>Cost</u>	Total State <u>Funds</u>	Total County Funds
Construction, including CE&I	<u>\$200,000.00</u>	<u>\$120,000.00</u>	<u>\$80,000.00</u>
TOTAL	\$200,000.00	\$120,000.00	\$80,000.00

It is understood that the above is an estimate only, and in the event the final costs exceed the estimate, the STATE will be responsible for applicable costs not to exceed the above amount, with the COUNTY covering any overruns.

- (4) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE.
- (5) The COUNTY will maintain the roadway and appurtenances upon completion by Memorandum of Understanding with Alabama Historical Commission.
- (6) The STATE will provide without cost to the COUNTY information available from its records that will facilitate the performance of the work.
- (7) It is clearly understood by both parties that the STATE does not commit any STATE funds beyond those mentioned herein.
- (8) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties herein.
- (9) All services of the STATE necessary to carry out the intent of this Agreement will be paid as provided for herein.
- (10) The COUNTY will invoice the STATE for applicable costs to the project not more

frequently than monthly. Requests for reimbursements will be made on forms provided by the STATE and submitted through the Region for payment.

- (11) Invoices for any phase of work performed by the COUNTY under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- (12) An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this Project in accordance with Act 1994, No. 94-414.
- (13) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code§ 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code§ 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants,

- (14) By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- (15) By signing this contract, the contracting parties affirm, for the duration of the 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.
- (16) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
- (17) Nothing will be construed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).
- (18) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those offices, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

COUNTY OF BALDWIN, ALABAMA

County Administrator

BY: _____
Commission Chair

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: _____
Chief Counsel, William F. Patty

RECOMMENDED FOR APPROVAL:

Southwest Region Engineer, Vincent E. Calametti, P. E.

Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
this ____ day of _____, 20 ____.

GOVERNOR OF ALABAMA, KAY IVEY

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Alabama Historical Commission
AND
Baldwin County Commission

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Alabama Historical Commission, hereinafter referred to as AHC, and Baldwin County Commission, hereinto referred to as Baldwin County.

A. PURPOSE

The purpose of this MOU is to state specific responsibilities regarding Burgoyne Road, previously referred to as No Name Road, located on AHC property at Fort Morgan State Historic Site. The road will consist of the road, parking spaces, bollards, a gate at the beach end and a walking path from the road to the beach.

B. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The purpose of the road is to provide beach access to the Gulf of Mexico for visitors and access for emergency and resource management vehicles. The bollards and improved infrastructure will decrease resource damage by keeping vehicles on the paved surface, improve visitor access to resources and improve emergency vehicle access to the beach.

C. AHC SHALL

1. Maintain the walking path from the end of the road to the beach
2. Maintain a trash can at the end of the road
3. In the event of severe damage apply for funding to repair the walking path from the road to the beach

D. BALDWIN COUNTY SHALL

1. Maintain the road, bollards and gate on the beach end of the road
2. Provide any routine repairs to the road, bollards and gate
3. In the event of severe damage apply for funding to repair the road, bollards and gate

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT

1. Modifications within the scope of this instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. Notice of termination must be submitted in writing 60 days prior to desired termination date by any of the parties.

3. The principal contacts for this instrument are:

AHC Contact

Lisa D. Jones
Executive Director

Address:
468 S Perry St
Montgomery, AL 36104
Phone: 334-242-3184
Email: Lisa.Jones@ahc.alabama.gov

Baldwin County Contact

Frank Burt Jr.
Baldwin County Commission Chair

Address:
312 Courthouse Sq
Suite 12
Bay Minette, AL 36507

Phone: 251-937-0395
Email: fburt@baldwincountyal.gov

AHC Contact

Heather Tassin
Fort Morgan State Historic Site Director

Address:
110 Highway 180
Gulf Shores, AL 36542
Phone: 251-540-5257
Email: Heathertassin@fort-morgan.org

Baldwin County Contact

Joey Nunnally
Baldwin County Highway Department Engineer

Address:
PO Box 220
Silverhill, AL 36576

Phone: 251-937-0371
Email: jnunnally@baldwincountyal.gov

4. This instrument is neither a fiscal nor a funds obligation document.
5. This instrument is executed as of the date of last signature and is effective for a period of five (5) years from effective date. It is hereby understood and agreed that, unless terminated pursuant to the provisions hereof, this instrument will be automatically renewed for a five (5) year period on *August 1, 2023; August 1, 2028; and August 1, 2033.*

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

WITNESSES:

BALDWIN COUNTY COMMISSION

By: _____

Baldwin County Commission Chair

Date: _____

WITNESSES:

ALABAMA HISTORICAL COMMISSION

By: _____

Executive Director

Date: _____



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

June 12, 2018

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

Dear Commissioner Gruber:

The Alabama Historical Commission supports Baldwin County's plan to rehabilitate the road on Fort Morgan State Historic Site property currently known as No Name Road. The road serves as public access to the Gulf of Mexico side of the beach and is also used by emergency services when they require beach access near the west end portion of the peninsula. The Alabama Historical Commission appreciates the county's willingness to assist with the rehabilitation and maintenance of this road.

Thank you for your interest and support in Fort Morgan State Historic Site.

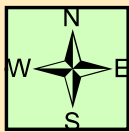
Sincerely,

Lisa D. Jones, Executive Director

Baldwin County Highway Department Estimate Sheet

DATE	6/5/2018		Area: 300		
REQUESTED BY:	Frank Lundy		SPONSORED BY:	LENGTH	WIDTH
LOCATION	No Name Road off Fort Morgan Rd				
Scope of Work:	Build and pave approx. 40ft by 354ft parking area. Install traffic striping, bollards, and gate. Build walking trail approx. 6ft by 1000ft using a product called Landlock from the new parking area down to the beach				
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
PARKING AREA					
1	EQUIPMENT				
	GRADER	HOURS	50	\$ 67.50	\$ 3,375.00
	TRACKHOE	HOURS	30	\$ 264.50	\$ 7,935.00
	DOZER	HOURS	40	\$ 93.74	\$ 3,749.60
	ASPHALT ZIPPER	HOURS	20	\$ 57.36	\$ 1,147.20
	DUMP TRUCK TRI-AXLE	HOURS	275	\$ 75.50	\$ 20,762.50
	LOADER	HOURS	20	\$ 98.25	\$ 1,965.00
	MINI EXCAVATOR	HOURS	10	\$ 34.20	\$ 342.00
	LOWBOY TRUCK/TRAILER	HOURS	20	\$ 71.60	\$ 1,432.00
	VIB ROLLER	HOURS	40	\$ 26.00	\$ 1,040.00
	ASPHALT PAVER MACHINE	HOURS	30	\$ 147.75	\$ 4,432.50
	ASPHALT PACKER	HOURS	30	\$ 33.75	\$ 1,012.50
	FUEL TRUCK	HOURS	20	\$ 30.75	\$ 615.00
	PAINT TRUCK	HOURS	20	\$ 79.50	\$ 1,590.00
	CREW CAB	HOURS	20	\$ 26.00	\$ 520.00
	PICK UP TRUCKS	MILES	1300	\$ 0.56	\$ 728.00
	TOTAL				\$ 50,646.30
2	LABOR				
	MANUAL LABOR HRS FOR GRADING	HOURS	400	\$ 30.00	\$ 12,000.00
	MANUAL LABOR HRS FOR PAINT, BOLLARDS, ETC.	HOURS	250	\$ 35.00	\$ 8,750.00
	MAN HOURS FOR PAVING	HOURS	250	\$ 35.00	\$ 8,750.00
	TOTAL				\$ 29,500.00
3	MATERIAL				
	LIMESTONE B-BASE (DELIVERED)	TONS	1324	\$ 32.70	\$ 43,294.80
	BOLLARDS (Treated Wood Post)	PIECE	66	\$ 350.00	\$ 23,100.00
	GATE ASSEMBLY	PIECE	1	\$ 1,500.00	\$ 1,500.00
	PAINT (YELLOW)	GAL	15	\$ 8.75	\$ 131.25
	PAINT (WHITE)	GAL	15	\$ 8.75	\$ 131.25
	GLASS BEADS	LBS	130	\$ 0.28	\$ 36.40

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
	(CONTRACTOR DELIVERED) 424 A-340 ASPHALT	TONS	225	\$ 55.80	\$ 12,555.00
	TOTAL			\$ -	\$ 80,748.70
	PARKING AREA TOTAL			\$ -	\$ 160,895.00
	WALKING TRAIL				
	GRADER	HOURS	20	\$ 67.50	\$ 1,350.00
	DOZER	HOURS	10	\$ 93.74	\$ 937.40
	ASPHALT ZIPPER	HOURS	10	\$ 57.36	\$ 573.60
	DUMP TRUCK TRI-AXLE	HOURS	100	\$ 75.50	\$ 7,550.00
	LOADER	HOURS	10	\$ 98.25	\$ 982.50
	LOWBOY TRUCK/TRAILER	HOURS	10	\$ 71.60	\$ 716.00
	VIB ROLLER	HOURS	20	\$ 26.00	\$ 520.00
	FUEL TRUCK	HOURS	10	\$ 30.75	\$ 307.50
	PICK UP TRUCKS	MILES	1000	\$ 0.56	\$ 560.00
	TOTAL				\$ 13,497.00
	LABOR				
	MANUAL LABOR HRS	HOURS	180	\$ 30.00	\$ 5,400.00
	TOTAL				\$ 5,400.00
	MATERIAL				
	LIMESTONE B-BASE (DELIVERED)	TONS	300	\$ 32.70	\$ 9,810.00
	(CONTRACTOR) INSTALLING LANDLOCK	JOB	1	\$ 22,000.00	\$ 22,000.00
	TOTAL			\$ -	\$ 31,810.00
	WALKING TRAIL TOTAL			\$ -	\$ 50,707.00



No Name Rd off State HWY 180



Parking Area
Approx. 40ft Wide by 354ft Long

ALABAMA
HISTORICAL
COMMISSION

UNNAMED

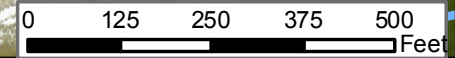
ALABAMA
HISTORICAL
COMMISSION

Walking Trail
Approx. 6ft Wide by 1000ft Long

FORT MORGAN
STATE PARK

Legend

- STATE HWYS
- LAND PARCELS



STRIPING & PAVING LAYOUT

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
	2018	

