

# **Baldwin County Commission**



## **Baldwin County Commission Work Session Meeting Agenda**

**Tuesday, August 14, 2018  
8:30 AM**

Baldwin County Fairhope Satellite Courthouse  
County Commission Conference Room  
1100 Fairhope Avenue  
Fairhope, Alabama 36532

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

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

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

### **A ELECTED OFFICIALS**

### **B BUDGET/PURCHASING**

- |           |   |                                |
|-----------|---|--------------------------------|
| <b>B1</b> | Competitive Bid #WG18-09 - Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections Center   | <a href="#"><u>18-0745</u></a> |
| <b>B2</b> | Competitive Bid #WG18-27 - Provision of Instant Precooked Meals for the Baldwin County Commission   | <a href="#"><u>18-0730</u></a> |
| <b>B3</b> | Competitive Bid #WG18-29 - Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission   | <a href="#"><u>18-0764</u></a> |
| <b>B4</b> | Competitive Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse Located in Foley, Alabama for the Baldwin County Commission      | <a href="#"><u>18-0774</u></a> |
| <b>B5</b> | Project No. BCP 0203718 - Intersection Improvements on County Road 32 and County Road 55 North for the Baldwin County Commission                                    | <a href="#"><u>18-0722</u></a> |
| <b>B6</b> | Quotes for Project No. BCP 0206516 - Improvements to Retrofit 16 Pedestrian Ramps at Various Locations in Baldwin County, Alabama for the Baldwin County Commission | <a href="#"><u>18-0700</u></a> |
| <b>B7</b> | Adoption of Alabama Department of Transportation (ALDOT) Sub-recipient Procurement Procedures for Federal Transit Administration (FTA) Funded Projects              | <a href="#"><u>18-0748</u></a> |
| <b>B8</b> | Request for Proposals (RFP) for a Comprehensive Classification and Compensation Study for the Baldwin County Commission   | <a href="#"><u>18-0718</u></a> |

### **C HIGHWAY**

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|-----------|--|--------------------------------|
| <b>C1</b> | Federal Highway Administration - Highway Safety Improvement Program (HSIP) - Grant Application for a Proposed Roundabout on County Road 13 at County Road 44 | <a href="#"><u>18-0678</u></a> |
| <b>C2</b> | Intergovernmental Service Agreement between Baldwin County and the City of Daphne for the Striping of Various Roads Inside Daphne City Limits                | <a href="#"><u>18-0766</u></a> |



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|-----------|---|--------------------------------|
| <b>C3</b> | Intergovernmental Service Agreement between Baldwin County and the City of Foley for the Paving of a Portion of James Road Inside Foley City Limits | <a href="#"><u>18-0770</u></a> |
| <b>C4</b> | Use of Gulf of Mexico Energy Security Act (GOMESA) Funds - Pavement of Dirt Roads   | <a href="#"><u>18-0732</u></a> |
| <b>C5</b> | Town of Elberta - County Road 83 Paving Project   | <a href="#"><u>18-0763</u></a> |
| <b>C6</b> | Encroachment on County Road 3 Right-of-Way  | <a href="#"><u>18-0772</u></a> |
| <b>D</b>  | <b>FINANCE AND ACCOUNTING</b>   |                                |
| <b>D1</b> | Baldwin County Commission BCBS Accounts Receivable  | <a href="#"><u>18-0725</u></a> |
| <b>D2</b> | Baldwin County Commission Wilderness Fund 107 Employee Accounts Receivable  | <a href="#"><u>18-0765</u></a> |
| <b>E</b>  | <b>ENVIRONMENTAL MANAGEMENT (SOLID WASTE)</b>   |                                |
| <b>E1</b> | Municipal Solid Waste to Liquid Fuel, Bio Char and Wood Products  | <a href="#"><u>18-0750</u></a> |
| <b>E2</b> | Baldwin County Solid Waste Uncollectible Residential Accounts   | <a href="#"><u>18-0751</u></a> |
| <b>F</b>  | <b>BUILDING INSPECTION</b>  |                                |
| <b>F1</b> | Road Name Change Petition - Russ Road to Lala Road  | <a href="#"><u>18-0672</u></a> |
| <b>F2</b> | Road Name Modification - Coy Johnson Road to Coy Johnson Road S   | <a href="#"><u>18-0676</u></a> |
| <b>G</b>  | <b>PLANNING AND ZONING</b>  |                                |
| <b>G1</b> | Case No. Z-18033 - 1st American Investments LLC Property  | <a href="#"><u>18-0736</u></a> |
| <b>G2</b> | Proposed Zoning Text Amendment to the Local Provisions for Planning District 24 (Ono Island) Pertaining to Food Trucks                              | <a href="#"><u>18-0769</u></a> |
| <b>H</b>  | <b>BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)</b>   |                                |
| <b>H1</b> | Request from Historic Blakeley State Park - Statewide High School Cross Country Running Meet on September 29, 2018                                  | <a href="#"><u>18-0726</u></a> |
| <b>H2</b> | 2018-2019 Agreement for Transportation Services between Baldwin County Commission and AltaPointe Health Systems, Inc.                               | <a href="#"><u>18-0742</u></a> |
| <b>H3</b> | 2018-2019 Agreement for Transportation Services between Baldwin County Commission and Baldwin County Commission Council on Aging                    | <a href="#"><u>18-0738</u></a> |
| <b>H4</b> | 2018-2019 Agreement for Transportation Services between Baldwin County Commission and Coastal Alabama Community College                             | <a href="#"><u>18-0741</u></a> |
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| <b>H5</b> | 2018-2019 Contract for Courier Services between Baldwin County Commission and Coastal Alabama Community College  | <a href="#"><u>18-0743</u></a> |
| <b>I</b>  | <b>COMMUNICATIONS/INFORMATION SYSTEMS (CIS)</b>  |                                |
| <b>J</b>  | <b>ARCHIVES AND HISTORY</b>  |                                |
| <b>K</b>  | <b>BUILDING MAINTENANCE</b>  |                                |
| <b>L</b>  | <b>COUNCIL ON AGING</b>  |                                |
| <b>M</b>  | <b>EMERGENCY MANAGEMENT AGENCY (EMA)</b>   |                                |
| <b>N</b>  | <b>JUVENILE DETENTION</b>  |                                |
| <b>N1</b> | Memorandum of Agreement between the Baldwin County Commission and the Baldwin County Board of Education Concerning the Allocation of the Education Trust Fund Monies                           | <a href="#"><u>18-0641</u></a> |
| <b>N2</b> | Memorandum of Understanding between the Baldwin County Commission and the Baldwin County Board of Education for the Provision of Food Services at the Baldwin County Juvenile Detention Center | <a href="#"><u>18-0643</u></a> |
| <b>N3</b> | Memorandum of Understanding between Baldwin County Commission and the Baldwin County Sheriff's Office - Food Services at the Baldwin County Regional Juvenile Detention Center                 | <a href="#"><u>18-0642</u></a> |
| <b>O</b>  | <b>PERSONNEL</b>   |                                |
| <b>P</b>  | <b>ANIMAL CONTROL</b>  |                                |
| <b>P1</b> | Baldwin County Trap-Neuter-Return (TNR) Program  | <a href="#"><u>18-0761</u></a> |
| <b>Q</b>  | <b>ADMINISTRATION</b>  |                                |
| <b>Q1</b> | Update on Live Oak Landing Operations  | <a href="#"><u>18-0753</u></a> |
| <b>Q2</b> | Pensacola and Perdido Bays Estuary Program Interlocal Agreement and Appointment of a Commissioner to the Pensacola and Perdido Bays Estuary Program (PPBEP) Policy Board                       | <a href="#"><u>18-0775</u></a> |
| <b>Q3</b> | Stan Mahoney Junior Anglers Youth Fishing Tournament Sponsorship   | <a href="#"><u>18-0752</u></a> |
| <b>Q4</b> | Resolution #2018-102 - Appropriation from the Commission Discretionary Fund - Mobile Bay Area Veterans Day Commission, Inc.  | <a href="#"><u>18-0688</u></a> |
| <b>Q5</b> | Resolution #2018-107 - Collection of Delinquent Property Taxes in Baldwin County as Provided by Act No. 2018-577   | <a href="#"><u>18-0727</u></a> |
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| <b>Q6</b> | Space Allocation in County Facilities - Allocation of Space at the Baldwin County Emergency Operations Center in Robertsedale, Alabama - Resolution #2018-098                     | <a href="#"><u>18-0691</u></a> |
| <b>Q7</b> | Space Allocation in County Facilities - Allocation of Space at the Baldwin County Fairhope Satellite Courthouse and Courthouse Campus in Fairhope, Alabama - Resolution #2018-114 | <a href="#"><u>18-0771</u></a> |
| <b>Q8</b> | Purchase of One (1) New Vehicle for the Baldwin County Animal Shelter   | <a href="#"><u>18-0777</u></a> |
| <b>R</b>  | <b>ADDENDA</b>  |                                |
| <b>S</b>  | <b>PUBLIC COMMENT</b>   |                                |
| <b>T</b>  | <b>PRESS QUESTIONS</b>  |                                |
| <b>U</b>  | <b>COMMISSIONER COMMENTS</b>  |                                |
| <b>V</b>  | <b>ADJOURNMENT</b>  |                                |



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0745, **Version:** 1

**Item #:** B1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Charlie Jones, Chief Deputy; Connie Dudgeon, BCSO Finance Manager

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

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### **ITEM TITLE**

Competitive Bid #WG18-09 - Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections Center

### **STAFF RECOMMENDATION**

As a result of Leo's Uniforms submitting an email dated July 24, 2018, informing the County that the company would not be able to provide the County with the 5.11 Raincoat at the bid price submitted, as was required in the bid specifications relating to Competitive Bid #WG18-09 - Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections Center, take the following actions:

1) RESCIND the portion of the motion made during the March 6, 2018, Baldwin County Commission meeting (Agenda Item BB2) awarding the item listed below to the lowest bidder, Leo's Uniforms:

Item #2 - Raincoat Reversible Hi Visibility 5.11 Style 48125 - \$59.95

2) AWARD the bid to the next lowest responsible bidder, Galls, LLC, for the item listed below:

Item #2 - Raincoat Reversible Hi Visibility 5.11 Style 48125 - \$105.00

### **BACKGROUND INFORMATION**

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

**01/16/18 meeting:** 1) Approved the specifications for the Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections Center and authorized the Purchasing Manager to place a competitive bid; and 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**3/06/18 meeting:** Awarded the bid to the lowest responsible bidders, who met the specifications, Leo's Uniforms; Bob Barker Company, Inc.; Galls, LLC; GT Distributors of Georgia, Inc.; Uniforms and More, LLC, for the Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections

Center as per the attached Award Listing.

**Background:** The Commission during the March 6, 2018, meeting awarded the Uniform bid to the lowest responsible bidders for each item listed on the bid. Leo's Uniforms was awarded the bid for the 5.11 Reversible Hi Visibility Style 48125 Raincoat. Leo's sent an email on July 24, 2018 stating that he could not provide the Raincoat at the original bid price of \$59.95 that he was awarded. That he would not be able to change brands without increasing his price.

The Code of Alabama Section 41-16-57 (a) states "If at any time after the award has been made the lowest responsible bidder notifies the awarding authority in writing that the bidder will no longer comply with the terms of the award to provide the goods or services to the awarding authority under the terms and conditions of the original award, or the awarding authority documents that the lowest responsible bidder defaults under the terms of the original award, the awarding authority may terminate the award to the defaulting bidder and make an award to the second lowest responsible bidder for the remainder of the award period without rebidding, provided the award to the second lowest responsible bidder is in all respects made under the terms and conditions contained in the original bid specifications and is for the same or a lower price than the bid originally submitted to the awarding authority by the second lowest responsible bidder."

The second lowest responsible bidder, Gall's, LLC, has stated in an email dated August 2, 2018, they will honor their bid price that was submitted in their bid response in February, 2018. The item and price are listed as follows:

Item #2 - Raincoat Reversible Hi Visibility 5.11 Style 48125 - \$105.00N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

**Budget line item(s) to be used:** 52100 and 52200

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: 8/21/18**

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

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

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

**From:** [Sherry Smith](#)  
**To:** [Wanda Gautney](#); [Shelby Middleton](#); [Connie Dudgeon](#); [Dottie Hulin](#)  
**Cc:** [Pam Kirchharr](#); [Barbara Pate](#)  
**Subject:** FW: WG18-09 - Sheriff Dept. Uniforms  
**Date:** Tuesday, July 24, 2018 3:43:32 PM

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See email below from Jeff at Leo's.

**Sherry R. Smith**  
**Baldwin County Purchasing Dept.**  
251-580-1911 - ph  
251-580-2536 - fax  
[ssmith@baldwincountyal.gov](mailto:ssmith@baldwincountyal.gov)

**From:** got my message [mailto:[leosuniforms@aol.com](mailto:leosuniforms@aol.com)]  
**Sent:** Tuesday, July 24, 2018 3:43 PM  
**To:** Sherry Smith <[SSMITH@baldwincountyal.gov](mailto:SSMITH@baldwincountyal.gov)>  
**Subject:** Re: WG18-09 - Sheriff Dept. Uniforms

Sherry,  
My cost on that coat is \$90.00  
I will not be able the change brands other from the one I sampled .  
Please return coats as Wanda said and cancel P.O.  
Jeff

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

From: Sherry Smith <[SSMITH@baldwincountyal.gov](mailto:SSMITH@baldwincountyal.gov)>  
To: LEO'S <[leosuniforms@aol.com](mailto:leosuniforms@aol.com)>  
Cc: Wanda Gautney <[wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)>; Shelby Middleton <[Shelby.Middleton@baldwincountyal.gov](mailto:Shelby.Middleton@baldwincountyal.gov)>  
Sent: Tue, Jul 24, 2018 1:09 pm  
Subject: WG18-09 - Sheriff Dept. Uniforms

Good Afternoon Jeff, According to the chain of emails that we have received regarding the Purchase Orders listed below, we have asked that you bring the 5.11 Style 58125 Raincoats that was specified in the bid and that you brought to us as a sample or we will have to cancel the Purchase Orders and return the other raincoats to you. Please deliver the 5.11 brand raincoats that you submitted and if you are unable to provide the 5.11 Raincoats, if you are unable to provide the 5.11 Raincoats at the bid price you submitted of \$59.95, please let me know as soon as possible.

The bid specifications for the Baldwin County raincoat that you submitted is listed below:

**Item 2. Rain Coat - (samples for Rain Coat MUST be supplied with your Bid Response)**

**Material:**

Style: 48125

100% Nylon Oxford reverses to HI-VIS

**5.11 High Visibility Reversible Rain Coat**, meets the requirements of ANSI/SEA 07-2010, Waterproof, adjustable, reversible. Pass-through pockets, Mic loops at the shoulders, integrated badge tab.

The sample that you submitted with your bid was the 5.11. The raincoats that we received from you are not 5.11 and in no way meets the specifications. You took no exceptions to the bid specifications

on this item and did not list any other brand name on your Bid Response that you submitted.

We will return the off brand raincoats. Please deliver the 5.11 brand raincoat at the bid price that you submitted. If you are unable to provide the 5.11 Raincoat at the bid price you submitted of \$59.95, please let me know as soon as possible.

If you have any questions, please contact me.

PO 168800 dated 04/09/2018 for 3 Medium rain coats

PO 169312 dated 04/27/2018 for 3 Large rain coats

PO 169558 dated 05/09/2018 for 2 Small rain coats & 3 Medium rain coats

PO 170080 dated 05/30/2018 for 3 Large rain coats & 3 XLarge rain coats

Thanks,

**Sherry R. Smith**  
**Baldwin County Purchasing Dept.**  
251-580-1911 - ph  
251-580-2536 - fax  
[ssmith@baldwincountyal.gov](mailto:ssmith@baldwincountyal.gov)



**From:** [Shelby Middleton](#)  
**To:** [Sherry Smith](#); [Wanda Gautney](#)  
**Cc:** [Connie Dudgeon](#); [Dottie Hulin](#)  
**Subject:** RE: WG18-09 - Uniforms for Sheriff's and Corrections  
**Date:** Thursday, August 2, 2018 9:15:25 AM  
**Attachments:** [image001.png](#)

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Shelby,

We will still honor the bid price of \$105. Please let me know if you need anything else from us.

**Thank you,**

**Wayne Cook | Regional Account Representative**  
1340 Russell Cave Road | Lexington, KY 40505  
Cell: 850.443.4924 | [cook-wayne@galls.com](mailto:cook-wayne@galls.com)



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**From:** Sherry Smith  
**Sent:** Thursday, August 02, 2018 9:09 AM  
**To:** Wanda Gautney <[wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)>; Shelby Middleton <[Shelby.Middleton@baldwincountyal.gov](mailto:Shelby.Middleton@baldwincountyal.gov)>  
**Cc:** Connie Dudgeon <[CDUDGEON@baldwincountyal.gov](mailto:CDUDGEON@baldwincountyal.gov)>; Dottie Hulin <[DHULIN@baldwincountyal.gov](mailto:DHULIN@baldwincountyal.gov)>  
**Subject:** RE: WG18-09 - Uniforms for Sheriff's and Corrections

Yes ma'am.

**Shelby** did you receive an email from Gall's that they agreed to honor their price?

**Sherry R. Smith**  
Baldwin County Purchasing Dept.  
251-580-1911 - ph  
251-580-2536 - fax  
[ssmith@baldwincountyal.gov](mailto:ssmith@baldwincountyal.gov)

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**From:** Wanda Gautney  
**Sent:** Thursday, August 2, 2018 9:08 AM  
**To:** Shelby Middleton <[Shelby.Middleton@baldwincountyal.gov](mailto:Shelby.Middleton@baldwincountyal.gov)>  
**Cc:** Sherry Smith <[SSMITH@baldwincountyal.gov](mailto:SSMITH@baldwincountyal.gov)>; Connie Dudgeon <[CDUDGEON@baldwincountyal.gov](mailto:CDUDGEON@baldwincountyal.gov)>; Dottie Hulin <[DHULIN@baldwincountyal.gov](mailto:DHULIN@baldwincountyal.gov)>  
**Subject:** Re: WG18-09 - Uniforms for Sheriff's and Corrections



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0730, **Version:** 1

**Item #:** B2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

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

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### **ITEM TITLE**

Competitive Bid #WG18-27 - Provision of Instant Precooked Meals for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the bid to, **Luxfer Magtech, Inc., d/b/a Heater Meals**, for the Provision of Instant Precooked Meals as per the attached Award Listing.

### **BACKGROUND INFORMATION**

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

**07/17/2018 meeting:** Approved the Purchasing Director to re-bid for the Provision of Instant Pre-Cooked Meals and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**06/05/2018 meeting:** 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Instant Precooked Meals; 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.

**Background:** Bids were opened in the Purchasing Conference Room on August 1, 2018, at 1:30 P.M. One (1) bid was received. Recommend the Commission award the bid to Luxfer Magtech, Inc., d/b/a Heater Meals, as per the attached Award Listing.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

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

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

N/A

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/21/2018

**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 Bidder

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

**COMPETITIVE BID #WG18-27 Award Listing**

Instant Pre-Cooked Meals

Effective Date: 08/21/18 through 08/21/19

<b>BIDDER: Luxfer Magtech Inc., d/b/a Heater Meals</b>	<b>Bid Price</b>
<b>Entree Variety #1: Asst 6 Pk Mixed Dinner #98010RL_</b> Cost Per meal:  Note: Assorted 6Pk Contains Contains 2 Entrees of Chicken Pasta Italiana Contains 2 Entrees of Zesty BBQ Sauce & Potatoes with Beef Contains 2 Entrees of Italian Style Pasta with Beans Contains 2 Entrees of Tex-Mex Four Bean Chili Contains 2 Entrees of Rotini & Kielbasa in a Spicy Sauce Contains 2 Entrees of Tanderri Seasoned Chicken with Brown Rice  Freight: FOB Destination (Robertsdale, AL 36567) Mixed Dinner case	<b>\$3.89 ea. / \$46.68 per cs.</b>



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0764, **Version:** 1

**Item #:** B3

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Terri Graham, Solid Waste Director; Ed Fox, Landfill Manager

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

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### **ITEM TITLE**

Competitive Bid #WG18-29 - Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the bid to the highest responsible bidder, **Smith Scrap Metal, LLC**, as per the attached Award Listing for the sale of the County's Scrap Metal and White Good Recycling Services and authorize the Chairman to execute the Contract. (Contract shall be effective and commence upon the same date as full execution for twelve (12) months.)

### **BACKGROUND INFORMATION**

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

**06/05/2018 meeting:** 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Annual Scrap Metal & White Good Recycling Services for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**07/17/2018 meeting:** Authorized the Purchasing Director to re-bid the Annual Scrap Metal and White Good Recycling Services and 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:** Bids were opened in the Purchasing Conference Room on August 7, 2018, at 2:30 P.M. Three (3) bids were received. The bid will be awarded for twelve (12) months to the highest responsible bidder. Recommend the Commission award the bid to Smith Scrap Metal, LLC, as per the attached Award Listing and authorize the Chairman to execute the Contract.  
Bid Tabulation attached.

**FINANCIAL IMPACT**

**Total cost of recommendation:** Revenue to County

**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:** Standard County Contract

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 8/21/18

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

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

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

## COMPETITIVE BID #WG18-29 Award Listing

Annual Scrap Metal & White Goods Recycling Services

Effective August 21, 2018 through August 21, 2019

<b>BIDDER:</b>		<b>Smith Scrap Metal, LLC</b>
Scrap Metal & White Goods transported by Buyer:	<b>\$112.00</b>	per ton
Scrap Metal & White Goods self-hauled by County:	<b>\$127.00</b>	per ton
Heavy Scrap Metal transported by Buyer:	<b>\$132.00</b>	per ton
Heavy Scrap Metal self-hauled by County:	<b>\$147.00</b>	per ton
Sheet Aluminum Metal Goods transported by Buyer:	<b>\$207.00</b>	per ton
Sheet Aluminum Metal Goods self-hauled by County:	<b>\$222.00</b>	per ton
Approximate Distance from Magnolia Landfill to Contractor's Facility: 43.8 miles		

### VENDOR:

Smith Scrap Metal, LLC

2637 Bear Fork Rd.

Eight Mile, AL 36612

Attn: Mitch Smith

Office Phone: 251.452-0707

Cellphone: 251.379.9918

Fax: 251.452.0706



## COMPETITIVE BID #WG18-29 Bid Tabulation

### Annual Scrap Metal & White Goods Recycling Services

<b>BIDDER:</b>		<b>Smith Scrap Metal, LLC</b>
Scrap Metal & White Goods transported by Buyer:	<b>\$112.00</b>	per ton
Scrap Metal & White Goods self-hauled by County:	<b>\$127.00</b>	per ton
Heavy Scrap Metal transported by Buyer:	<b>\$132.00</b>	per ton
Heavy Scrap Metal self-hauled by County:	<b>\$147.00</b>	per ton
Sheet Aluminum Metal Goods transported by Buyer:	<b>\$207.00</b>	per ton
Sheet Aluminum Metal Goods self-hauled by County:	<b>\$222.00</b>	per ton
Approximate Distance from Magnolia Landfill to Contractor's Facility: 43.8 miles		

<b>BIDDER:</b>		<b>Wise Recycling, LLC</b>
Scrap Metal & White Goods transported by Buyer:	<b>\$80.00</b>	per ton
Scrap Metal & White Goods self-hauled by County:	<b>\$90.00</b>	per ton
Heavy Scrap Metal transported by Buyer:	<b>\$120.00</b>	per ton
Heavy Scrap Metal self-hauled by County:	<b>\$130.00</b>	per ton
Sheet Aluminum Metal Goods transported by Buyer:	<b>\$400.00</b>	per ton
Sheet Aluminum Metal Goods self-hauled by County:	<b>\$500.00</b>	per ton
Approximate Distance from Magnolia Landfill to Contractor's Facility: 39 miles		

<b>BIDDER:</b>		<b>W. M. Resources, LLC</b>
Scrap Metal & White Goods transported by Buyer:	<b>\$40.00</b>	per ton
Scrap Metal & White Goods self-hauled by County:	<b>no bid</b>	per ton
Heavy Scrap Metal transported by Buyer:	<b>\$80.00</b>	per ton
Heavy Scrap Metal self-hauled by County:	<b>no bid</b>	per ton
Sheet Aluminum Metal Goods transported by Buyer:	<b>\$360.00</b>	per ton
Sheet Aluminum Metal Goods self-hauled by County:	<b>no bid</b>	per ton
Approximate Distance from Magnolia Landfill to Contractor's Facility: 30 miles		



State of Alabama       )  
County of Baldwin    )

## **CONTRACT FOR SALE/PURCHASE OF GOODS**

This Contract for Sale/Purchase of Goods 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 **Smith Scrap Metal, LLC**, (hereinafter referred to as "BUYER").

### **WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, July 17, 2018, the COUNTY authorized staff to solicit bids for the Annual Scrap Metal and White Good Recycling Services; and

**Whereas**, BUYER presented the highest bid price the sale/purchase of Scrap Metal and White goods from the County. Therefore, COUNTY wishes to retain BUYER, to provide those services hereinafter set out under the following terms and conditions.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, BUYER 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. BUYER:           Smith Scrap Metal, LLC

**II. Obligations Generally.** This document shall serve as the binding contract for the Buyer's purchase of goods from the County. All purchase transactions 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 BUYER represents and warrants to the COUNTY that it possesses both

the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

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

**VI. Representation/Warranty of Certifications, Etc.** BUYER represents and warrants that BUYER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that BUYER 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.** BUYER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein.

**VIII. Independent Contractor.** BUYER acknowledges that it is an independent contractor, and BUYER shall at all times remain as such in performing the services under this Contract. BUYER 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 BUYER 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. BUYER is not entitled to unemployment insurance benefits, and BUYER 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 BUYER or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the BUYER 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 BUYER 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 BUYER 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 BUYER 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. BUYER 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:

BUYER:                   Smith Scrap Metal, LLC  
                              2637 Bear Fork Rd.  
                              Eight Mile, AL 36612  
                              Attn: Mitch Smith

COUNTY:                Baldwin County Commission  
                              c/o Chairman  
                              312 Courthouse Square

Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** BUYER 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 #WG18-29,”** 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 #WG18-29 named, Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission.”**

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

B. BUYER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, BUYER shall closely coordinate the subject services with the COUNTY and designated personnel.

C. BUYER 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 BUYER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of BUYER’s services hereunder or any defect or nonconformance in the work of BUYER.

B. The COUNTY **shall not** be responsible to pay BUYER for services rendered herein.

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

In the event of termination, the BUYER shall pay COUNTY for any scrap metal or white goods collected from COUNTY pursuant to this Contract prior to the date of termination.

**XIX. Compensation Limited.** No compensation is to be paid to the BUYER under this Contract. Any and all additional expenditures or expenses of BUYER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by BUYER or paid by COUNTY.

**XX. Payment to County.**

- A.** Compensation to the COUNTY for purchased Scrap Metal and White Goods transported by Buyer shall be paid at **\$112.00** per net ton.
- B.** Compensation to the COUNTY for purchased Scrap Metal and White Goods self-hauled by the County shall be paid at **\$127.00** per net ton.
- C.** Compensation to the COUNTY for purchased Heavy Scrap Metal Goods transported by Buyer shall be paid at **\$132.00** per net ton.
- D.** Compensation to the COUNTY for purchased Heavy Scrap Metal Goods self-hauled by the County shall be paid at **\$147.00** per net ton.
- E.** Compensation to the COUNTY for purchased Sheet Aluminum Metal Goods transported by Buyer shall be paid at **\$207.00** per net ton.
- F.** Compensation to the COUNTY for purchased Sheet Aluminum Metal Goods self-hauled by the County shall be paid at **\$222.00** per net ton.

**XXI. Method of Payment.** BUYER shall submit settlement reports to the COUNTY of anticipated payment for purchased Scrap Metal and White Goods. BUYER will send the COUNTY a copy of BUYER's weights and grading for the purpose of verifying BUYER's settlement reports.

**Payment shall be made to the COUNTY within thirty (30) days of the approval of the settlement report submitted by the BUYER. The COUNTY agrees to review and approve settlement reports for payment in a timely manner.**

**XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date of its full execution, and the same shall terminate upon the expiration of twelve (12) months or upon a written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

**XXIV. Indemnification.** To the fullest extent allowed by law, BUYER 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 BUYER. BUYER 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 agreement.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, both 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, BUYER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees

and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should BUYER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold BUYER in material default and pursue any and all remedies available.

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. /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RONALD J. 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 the 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 Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

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

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

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

**BUYER:**

**Smith Scrap Metal, LLC**

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

State of \_\_\_\_\_)

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

I, \_\_\_\_\_, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of Smith Scrap Metal, LLC, 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 Contract for Sale/Purchase of Goods, he executed the same voluntarily and with full authority on the day the same bears date for and as an act of said Smith Scrap Metal, LLC.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0774, **Version:** 1

**Item #:** B4

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Junius Long, Facilities Coordinator; Jeannie Peerson, Administrative Support Specialist

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

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### **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**

Award Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama to the lowest bidder, Highland Wake Construction, LLC, in the bid amount of \$110,697.23; Completion Time: 105 Calendar Days; and authorize the Chairman to execute the Contract.

### **BACKGROUND INFORMATION**

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

**07/03/2018 meeting:** 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the renovations of the restrooms located in the Foley Satellite Courthouse; 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.

**Background:** Bids were opened in the Purchasing Conference Room on August 8, 2018, at 2:00 P.M. Three (3) bids were received. The lowest bid was received from Highland Wake Construction, LLC, in the bid amount of \$110,697.23. Recommend the Commission award the bid to the lowest bidder and authorize the Chairman to execute the Contract. Bid Tabulation attached for review.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$110,698.23

**Budget line item(s) to be used:** 51995.5231

**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:** Standard County Contract

**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:** 8/21/18

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

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

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

## COMPETITIVE BID #WG18-35 - BID TABULATION

Restroom Renovations located in the Baldwin County Foley Satellite Courthouse

<b>BIDDER:</b>	<b>Highland Wake Construction, LLC</b>
Amount Bid:	<b>\$110,697.23</b>
Construction Time:	105 Calendar Days
Bid Bond:	Yes
AL Contr. #	42473

<b>BIDDER:</b>	<b>Tindle Construction, LLC</b>
Amount Bid:	<b>\$111,774.00</b>
Construction Time:	21 days/set of 2 restrooms (210)
Bid Bond:	Yes
AL Contr. #	51512

<b>BIDDER:</b>	<b>Stuart Contracting Co., Inc.</b>
Amount Bid:	<b>\$119,800.00</b>
Construction Time:	90 days
Bid Bond:	Yes
AL Contr. #	22457

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 **Highland Wake Construction, LLC**, (hereinafter referred to as "PROVIDER").

### **WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, July 3, 2018, the COUNTY authorized staff to solicit bids for the Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in the Foley, Alabama; and

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

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

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

- A. COUNTY:           Baldwin County, Alabama
- B. COMMISSION:    Baldwin County Commission
- C. PROVIDER:       Highland Wake Construction, LLC

**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: Highland Wake Construction, LLC  
501 South McKenzie Street, Suite 2  
Foley, AL 36535  
Attn: Ryan Long

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 **\$110,697.23.** 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 one-hundred and five (105) calendar 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:

**Highland Wake Construction, LLC**

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

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that as of Highland Wake Construction, LLC, 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 Highland Wake Construction, LLC.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

State of Alabama,) ss  
County of Mobile)

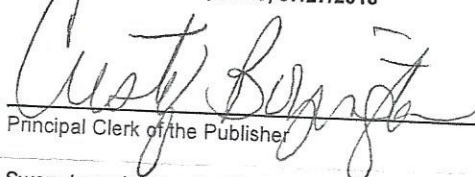
AD#: 0008698780

Total

\$273.00

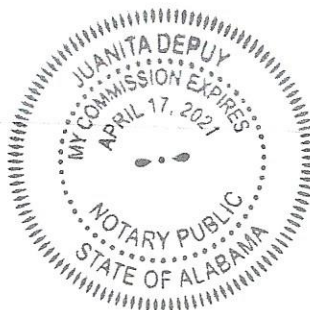
Cristy Boyington being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that Press Register is a public newspaper published in the city of Mobile, with general circulation in Mobile County, and this notice is an accurate and true copy of this notice as printed in said newspaper,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

**Press Register 07/06, 07/20, 07/27/2018**

  
Principal Clerk of the Publisher

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

  
Notary Public



INVITATION TO BID  
STATE OF ALABAMA  
COUNTY OF BALDWIN  
NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on August 8, 2018 at 1:30 P.M., for the Renovations of Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama, for the Baldwin County Commission. Bids will be opened August 8, 2018 at 2:00 P.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the August 8, 2018 at 1:30 P.M., deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.  
PRE-BID CONFERENCE  
A Mandatory Pre-Bid Conference will be held at the Baldwin County Satellite Courthouse Commission Office located at 201 East Section Avenue, Foley, AL., on July 31, 2018, at 9:30 A.M. ALL INTERESTED BIDDERS MUST ATTEND. Contractors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.  
Bid packages can be obtained from the website [www.baldwincountyal.gov](http://www.baldwincountyal.gov) or Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507.  
Ask for Bid Package #WG18-35  
PRESS REGISTER  
July 6, 20, 27, 2018

## Wanda Gautney

---

**From:** April Wallace <april@gulfcoastmedia.com>  
**Sent:** Tuesday, July 3, 2018 1:55 PM  
**To:** Wanda Gautney  
**Subject:** RE: WAY PAST DEADLINE FOR THIS!! Legal Advertisement for the Baldwin County Commission (WG18-35)

### EARLY DEADLINES FOR 4<sup>TH</sup> OF JULY IS IN PLACE

**ACCOUNT #984131**

**COST \$187.92**

**AD #286907**

**PROOF:**

#### INVITATION TO BID

STATE OF ALABAMA  
COUNTY OF BALDWIN

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July 11-20-27, 2018

#### July Legal Deadlines:

June 27th @ NOON for July 4th (Wednesday)

June 28th @ NOON for June July 6th (Friday)



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0722, **Version:** 1

**Item #:** B5

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer; Matthew Brown, Design Engineer

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

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### **ITEM TITLE**

Project No. BCP 0203718 - Intersection Improvements on County Road 32 and County Road 55 North for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award bid for Project No. BCP 0203718 - Intersection Improvements on CR 32 and CR 55 North to the lowest bidder, Rob Middleton Construction, LLC, in the Bid Amount of \$529,697.69; Construction Time: 80 working days; and authorize the Chairman to execute the Contract.

### **BACKGROUND INFORMATION**

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

**09/19/2018 meeting:** Adopted Resolution No. 2017-130 and approved the FY 17-18 Budget.

**04/17/2018 meeting:** 1) Authorized the Purchasing Director to advertise a competitive bid for Project No. 0209718 CR 32 at CR55 North, Intersection Safety Improvements; and 2) Authorized the Chairman to execute any project related documents.

**Background:** Bids were opened in the Purchasing Conference Room on July 31, 2018, at 2:00 P. M. Three (3) bids were received. The lowest bid was received from Rob Middleton Construction, LLC, in the bid amount of \$529,697.69. The Baldwin County Engineer, Joey Nunnally, has reviewed the bid responses and has submitted the certified Bid Tabulation and a letter recommending that the bid be awarded to the lowest bidder, Rob Middleton Construction, LLC. Bid Tabulation attached.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$529,697.69

**Budget line item(s) to be used:** 0203718.5150

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

N/A

**LEGAL IMPACT**

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

Standard County Contract

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 8/21/18

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

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

Letter to Bidders

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





## BALDWIN COUNTY

### HIGHWAY DEPARTMENT

P.O. Box 220

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371

FAX (251) 937-0201

*JOEY NUNNALLY, P.E.  
COUNTY ENGINEER*

August 3, 2018

Baldwin County Commission  
312 Courthouse Square  
Bay Minette, AL 36507

Re: Intersection Improvements  
On CR32 and CR55N  
Safety Improvement Project  
Baldwin County  
Area 300

Dear Commissioner:

My office has thoroughly reviewed the bids taken on July 31, 2018, for the above referenced project. Rob Middleton Construction, LLC was the low bidder in the amount of \$529,697.69.

Each bid package has been reviewed for the inclusion of the appropriate bid bond.

Based on this information, it is my recommendation that the Baldwin County Commission award this contract to the lowest bidder, Rob Middleton Construction, LLC.

If you have any questions or comments, please give me a call at 251-937-0371.

Sincerely,

  
Joey Nunnally, P.E.  
County Engineer

JN/mdb

ATTACHMENT  
cc:File



### Intersection Improvements on CR32 at CR55 North

Bid Opening: 7/31/2018				Rob Middleton Construction, LLC		Arrington Curb & Excavation, Inc.		John G. Walton Construction Company, Inc.	
ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
201A-002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$4000 PER ACRE, APPROXIMATELY 0.25 ACRES)	1	LS	\$ 977.25	\$ 977.25	\$ 3,990.00	\$ 3,990.00	\$ 1,000.00	\$ 1,000.00
206C-010	REMOVING CONCRETE DRIVEWAY	44	SY	\$ 8.84	\$ 388.96	\$ 19.10	\$ 840.40	\$ 14.40	\$ 633.60
206D-000	REMOVING PIPE	142	LF	\$ 10.27	\$ 1,458.34	\$ 23.20	\$ 3,294.40	\$ 5.00	\$ 710.00
206D-011	REMOVING FENCE	852	LF	\$ 5.27	\$ 4,490.04	\$ 6.20	\$ 5,282.40	\$ 2.00	\$ 1,704.00
209A-000	MAILBOX RESET, SINGLE	2	EA	\$ 121.66	\$ 243.32	\$ 330.00	\$ 660.00	\$ 107.00	\$ 214.00
209A-001	MAILBOX RESET, DOUBLE	1	EA	\$ 243.31	\$ 243.31	\$ 264.00	\$ 264.00	\$ 177.00	\$ 177.00
210A-000	UNCLASSIFIED EXCAVATION	3164	CY	\$ 9.10	\$ 28,792.40	\$ 13.50	\$ 42,714.00	\$ 19.00	\$ 60,116.00
210D-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4(0))	2195	CY	\$ 10.12	\$ 22,213.40	\$ 18.00	\$ 39,510.00	\$ 14.00	\$ 30,730.00
230A-000	ROADBED PROCESSING	11	RBST	\$ 441.84	\$ 4,860.24	\$ 240.00	\$ 2,640.00	\$ 1,010.00	\$ 11,110.00
243A-001	SOIL STABILIZATION GEOGRID, TYPE 2	2468	SY	\$ 3.25	\$ 8,021.00	\$ 4.10	\$ 10,118.80	\$ 4.65	\$ 11,476.20
301A-016	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 7" COMPACTED THICKNESS	3520	SY	\$ 24.13	\$ 84,937.60	\$ 19.90	\$ 70,048.00	\$ 29.00	\$ 102,080.00
401A-000	BITUMINOUS TREATMENT A	3520	SY	\$ 1.01	\$ 3,555.20	\$ 1.00	\$ 3,520.00	\$ 1.20	\$ 4,224.00
405A-000	TACK COAT	435	GAL	\$ 7.48	\$ 3,253.80	\$ 7.20	\$ 3,132.00	\$ 3.80	\$ 1,653.00
407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	0.5	MILE	\$ 230.00	\$ 115.00	\$ 220.00	\$ 110.00	\$ 230.00	\$ 115.00
424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	645	TON	\$ 110.40	\$ 71,208.00	\$ 105.60	\$ 68,112.00	\$ 92.65	\$ 59,759.25
424B-651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	160	TON	\$ 110.40	\$ 17,664.00	\$ 105.60	\$ 16,896.00	\$ 108.15	\$ 17,304.00
424B-657	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	745	TON	\$ 110.40	\$ 82,248.00	\$ 105.60	\$ 78,672.00	\$ 99.20	\$ 73,904.00
424B-662	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	180	TON	\$ 110.40	\$ 19,872.00	\$ 105.60	\$ 19,008.00	\$ 140.70	\$ 25,326.00
430B-040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	50	TON	\$ 65.18	\$ 3,259.00	\$ 79.20	\$ 3,960.00	\$ 58.15	\$ 2,907.50
535A-078	15" SIDE DRAIN PIPE (CLASS 3 R.C.)	80	LF	\$ 37.34	\$ 2,987.20	\$ 40.10	\$ 3,208.00	\$ 36.10	\$ 2,888.00
535B-088	22" SPAN, 14" RISE SIDE DRAIN PIPE (CLASS 3 R.C.)	40	LF	\$ 50.20	\$ 2,008.00	\$ 57.50	\$ 2,300.00	\$ 44.90	\$ 1,796.00
535B-090	18" SPAN, 11" RISE SIDE DRAIN PIPE (CLASS 3 R.C.)	40	LF	\$ 46.82	\$ 1,872.80	\$ 55.40	\$ 2,216.00	\$ 42.90	\$ 1,716.00
535B-091	29" SPAN, 18" RISE SIDE DRAIN PIPE (CLASS 3 R.C.)	74	LF	\$ 56.62	\$ 4,189.88	\$ 27.20	\$ 2,012.80	\$ 55.40	\$ 4,099.60
600A-000	MOBILIZATION	1	LS	\$ 25,838.62	\$ 25,838.62	\$ 24,886.10	\$ 24,886.10	\$ 29,500.00	\$ 29,500.00
610A-004	LOOSE RIPRAP, CLASS 2, 24" THICK	4	SY	\$ 129.68	\$ 518.72	\$ 276.00	\$ 1,104.00	\$ 146.00	\$ 584.00
610D-003	FILTER BLANKET, GEOTEXTILE	349	SY	\$ 6.14	\$ 2,142.86	\$ 2.40	\$ 837.60	\$ 3.10	\$ 1,081.90
614A-000	SLOPE PAVING	36	CY	\$ 442.75	\$ 15,939.00	\$ 423.50	\$ 15,246.00	\$ 443.00	\$ 15,948.00
618B-003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	30	SY	\$ 71.88	\$ 2,156.40	\$ 68.80	\$ 2,064.00	\$ 72.00	\$ 2,160.00
619A-001	15" ROADWAY PIPE END TREATMENT, CLASS 1	2	EA	\$ 891.25	\$ 1,782.50	\$ 1,064.30	\$ 2,128.60	\$ 891.00	\$ 1,782.00
619A-005	36" ROADWAY PIPE END TREATMENT, CLASS 1	2	EA	\$ 1,380.00	\$ 2,760.00	\$ 1,925.00	\$ 3,850.00	\$ 1,380.00	\$ 2,760.00
619A-100	15" SIDE DRAIN PIPE END TREATMENT, CLASS 1	4	EA	\$ 948.75	\$ 3,795.00	\$ 1,276.00	\$ 5,104.00	\$ 950.00	\$ 3,800.00
619B-115	18" SPAN, 11" RISE SIDE DRAIN PIPE END TREATMENT, CLASS 1	2	EA	\$ 948.75	\$ 1,897.50	\$ 1,525.70	\$ 3,051.40	\$ 950.00	\$ 1,900.00
619B-116	22" SPAN, 14" RISE SIDE DRAIN PIPE END TREATMENT, CLASS 1	2	EA	\$ 1,006.25	\$ 2,012.50	\$ 1,349.20	\$ 2,698.40	\$ 1,006.25	\$ 2,012.50
619B-117	29" SPAN, 18" RISE SIDE DRAIN PIPE END TREATMENT, CLASS 1	2	EA	\$ 1,063.75	\$ 2,127.50	\$ 1,317.30	\$ 2,634.60	\$ 1,064.00	\$ 2,128.00
637B-000	FENCE SET	926	LF	\$ 11.50	\$ 10,649.00	\$ 12.90	\$ 11,945.40	\$ 9.30	\$ 8,611.80
650A-000	TOPSOIL	883	CY	\$ 15.70	\$ 13,863.10	\$ 20.40	\$ 18,013.20	\$ 15.70	\$ 13,863.10
652A-100	SEEDING	1.5	ACRE	\$ 1,930.41	\$ 2,895.62	\$ 960.00	\$ 1,440.00	\$ 2,040.00	\$ 3,060.00
654A-001	SOLID SODDING (BERMUDA)	2942	SY	\$ 5.18	\$ 15,239.56	\$ 4.30	\$ 12,650.60	\$ 4.80	\$ 14,121.60
656A-010	MULCHING	1.5	ACRE	\$ 722.36	\$ 1,083.54	\$ 960.00	\$ 1,440.00	\$ 1,275.00	\$ 1,912.50
665A-000	TEMPORARY SEEDING	2	ACRE	\$ 603.42	\$ 1,206.84	\$ 960.00	\$ 1,920.00	\$ 1,150.00	\$ 2,300.00
665B-001	TEMPORARY MULCHING	4	TON	\$ 375.02	\$ 1,500.08	\$ 480.00	\$ 1,920.00	\$ 650.00	\$ 2,600.00
665I-000	TEMPORARY RIPRAP, CLASS 2	10	TON	\$ 72.65	\$ 726.50	\$ 150.00	\$ 1,500.00	\$ 105.00	\$ 1,050.00



665J-002	SILT FENCE	260	LF	\$ 4.54	\$ 1,180.40	\$ 4.30	\$ 1,118.00	\$ 3.85	\$ 1,001.00
665K-000	DRAINAGE SUMP EXCAVATION	40	CY	\$ 7.71	\$ 308.40	\$ 33.00	\$ 1,320.00	\$ 31.30	\$ 1,252.00
665Q-001	SILT FENCE REMOVAL	260	LF	\$ 2.99	\$ 777.40	\$ 1.00	\$ 260.00	\$ 1.60	\$ 416.00
665Q-002	WATTLE	640	LF	\$ 7.06	\$ 4,518.40	\$ 9.60	\$ 6,144.00	\$ 7.65	\$ 4,896.00
680A-001	GEOMETRIC CONTROLS	1	LS	\$ 2,398.56	\$ 2,398.56	\$ 4,440.00	\$ 4,440.00	\$ 2,520.00	\$ 2,520.00
701B-207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	447	LF	\$ 2.30	\$ 1,028.10	\$ 2.20	\$ 983.40	\$ 2.30	\$ 1,028.10
701C-001	SOLID TEMPORARY TRAFFIC STRIPE	1	MILE	\$ 1,380.00	\$ 1,380.00	\$ 1,320.00	\$ 1,320.00	\$ 1,380.00	\$ 1,380.00
701G-253	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	4494	LF	\$ 1.15	\$ 5,168.10	\$ 1.10	\$ 4,943.40	\$ 1.15	\$ 5,168.10
701G-265	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	5048	LF	\$ 1.15	\$ 5,805.20	\$ 1.10	\$ 5,552.80	\$ 1.15	\$ 5,805.20
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	980	SF	\$ 5.46	\$ 5,350.80	\$ 5.20	\$ 5,096.00	\$ 5.46	\$ 5,350.80
703B-002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	115	SF	\$ 5.75	\$ 661.25	\$ 5.50	\$ 632.50	\$ 5.75	\$ 661.25
705A-030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	52	EACH	\$ 5.75	\$ 299.00	\$ 5.50	\$ 286.00	\$ 5.75	\$ 299.00
705A-032	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	184	EACH	\$ 5.75	\$ 1,058.00	\$ 5.50	\$ 1,012.00	\$ 5.75	\$ 1,058.00
705A-037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	36	EACH	\$ 5.75	\$ 207.00	\$ 5.50	\$ 198.00	\$ 5.75	\$ 207.00
705A-038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	94	EACH	\$ 5.75	\$ 540.50	\$ 5.50	\$ 517.00	\$ 5.75	\$ 540.50
710A-115	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 14 GAUGE (TYPE III OR TYPE IV BACKGROUND)	127	SF	\$ 20.70	\$ 2,628.90	\$ 20.40	\$ 2,590.80	\$ 20.70	\$ 2,628.90
710B-021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	280	LF	\$ 12.65	\$ 3,542.00	\$ 10.90	\$ 3,052.00	\$ 12.65	\$ 3,542.00
740B-000	CONSTRUCTION SIGNS	198	SF	\$ 9.20	\$ 1,821.60	\$ 7.70	\$ 1,524.60	\$ 9.20	\$ 1,821.60
740D-000	CHANNELIZING DRUMS	250	EACH	\$ 40.25	\$ 10,062.50	\$ 20.40	\$ 5,100.00	\$ 55.40	\$ 13,850.00
740E-000	CONES (36 INCHES HIGH)	100	EACH	\$ 17.83	\$ 1,783.00	\$ 10.50	\$ 1,050.00	\$ 24.55	\$ 2,455.00
740F-002	BARRICADES, TYPE III	8	EACH	\$ 172.50	\$ 1,380.00	\$ 181.50	\$ 1,452.00	\$ 385.00	\$ 3,080.00
740I-002	WARNING LIGHTS, TYPE B	4	EACH	\$ 143.75	\$ 575.00	\$ 35.80	\$ 143.20	\$ 355.00	\$ 1,420.00
740M-001	BALLAST FOR CONE	100	EACH	\$ 2.30	\$ 230.00	\$ 5.00	\$ 500.00	\$ 0.01	\$ 1.00
<b>TOTAL BID</b>				<b>\$ 529,697.69</b>		<b>\$ 546,178.40</b>		<b>\$ 587,200.00</b>	

ENGINEER'S CERTIFICATE:

I, JOEY NUNNALLY, P.E., COUNTY ENGINEER, HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT BID TABULATION FOR THE ABOVE REFERENCED PROJECT AND TO THE BEST OF MY KNOWLEDGE .

JoeY Nunnally, P.E.

Date

8/6/18

## **CONTRACT FOR CONSTRUCTION SERVICES**

State of Alabama            )

County of Baldwin        )

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

### **WITNESSETH:**

**Whereas**, the Baldwin County Commission at its August 21, 2018, meeting awarded the bid for **PROJECT NO. BCP 0203718 – INTERSECTION IMPROVEMENTS ON CR32 AND CR 55 NORTH** to Rob Middleton Construction, LLC, in the amount of Five Hundred Twenty-Nine Thousand, Six Hundred Ninety-Seven dollars and sixty-nine cents (\$529,697.69) with a completion time of **EIGHTY (80) WORKING DAYS**.

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

- I. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out. Time is of the essence for all provisions of this Contract.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to PROVIDER the professional services required herein.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the COUNTY's option.
- VI. Legal Compliance. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.

- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate, in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- VIII. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment. This Contract, or any interest herein, shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Rob Middleton Construction, LLC  
c/o Robert Middleton, President  
PO Box 91355  
Mobile, AL 36691

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

- XV. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and conditions being expressly incorporated herein by reference, and without limitation, will encompass the following:

The work consists of properly performing the following tasks in accordance with the plans, specifications, regulations, codes and good engineering and construction practices:

**PROJECT NO. BCP 0203718 – INTERSECTION IMPROVEMENTS ON CR32  
AND CR 55 NORTH**

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

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

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

**ATTACHMENTS:**

The exhibits and/or attachments listed below are specifically included as a necessary part of this Contract, and the same shall not be complete without such items, to wit:

**PROJECT NO. BCP 0203718 – INTERSECTION IMPROVEMENTS ON CR32  
AND CR 55 NORTH**

COUNTY and PROVIDER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVI. General Responsibilities of the COUNTY.

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

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

XVII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by PROVIDER upon approval of the COUNTY Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

In making the partial payments, there shall be retained not more than **five percent** of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and **after 50 percent completion** has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement as described in Code of Alabama (1975) Section 39-2-12 subsections (f) and (g) is utilized. PROVIDER, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transportation for the construction or maintenance of public highways, bridges, or roads.

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement. Final payment will be made 30 days after the last day of advertisement.



- XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The PROVIDER shall have EIGHTY (80) WORKING DAYS after the notification to proceed to complete the work. The Contract shall terminate upon either the expiration of no more than EIGHTY (80) WORKING DAYS after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the COUNTY. [Nothing herein stated shall prohibit the COUNTY from otherwise terminating this Contract according to the provisions herein.]
- XXII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIII. Indemnification. PROVIDER shall indemnify, defend and hold the COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXIV. Number of Originals. This Contract shall be executed with three (3) originals, all of which are equally valid as an original.
- XXV. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVI. Insurance. The PROVIDER shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the COUNTY as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to COUNTY, shall be furnished to COUNTY, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to COUNTY in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against COUNTY and COUNTY Representatives. Should PROVIDER fail to furnish current evidence upon

demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, COUNTY may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available. (Note: The PROVIDER shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

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

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

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

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

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

XXVIII. Liquidated Damages

Liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition, Section 108.11.



XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the COUNTY places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin COUNTY for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin COUNTY for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

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

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

XXX. The public works project which is the subject of this invitation to bid is 100% County Funding.

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

**IN WITNESS WHEREOF**, the parties hereto, by and through their duly authorized representatives, have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY  
BALDWIN COUNTY COMMISSION

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
COUNTY Administrator /Date

PROVIDER:

**Rob Middleton Construction, LLC**

\_\_\_\_\_/\_\_\_\_\_:

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

\_\_\_\_\_

***NOTARY PAGE TO FOLLOW:***

State of Alabama        )  
County of Baldwin        )

I, \_\_\_\_\_, Notary Public in and for said COUNTY and State, hereby certify that \_\_\_\_\_, as **Chairman of Baldwin County Commission**, and \_\_\_\_\_, as **County Administrator** of Baldwin County Commission, whose names are signed to the foregoing in that capacity, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date for and as an act of the Baldwin County Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

State of Alabama        )  
County of Baldwin        )

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

# 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:

07/06/2018, 07/13/2018, 07/20/2018

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.

X April M. 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 07/20/2018

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 286799

PROJECT NO. BCP 0203718

Amount of Ad: \$498.24

Legal File# PROJECT NO. BCP

### ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until 2:00 PM on July 31, 2018, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

PROJECT NO. BCP 0203718 -  
INTERSECTION IMPROVE-  
MENTS ON CR32 AND CR 55  
NORTH

EIGHTY (80) WORKING  
DAYS are allowed for the  
construction of the project.

Working Day (Daytime Work). Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.

All bids must be on blank forms provided in the Specifications with the Contract booklet submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the

County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and must be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact Mary Booth at mbooth@baldwincountyal.gov with any questions. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on July 24, 2018, at 2:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

There are no DBE requirements for this project.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama.

COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA

Frank Burt, Jr. Chairman,  
Baldwin County Commission  
July 6-13-20, 2018

Wade Hartney  
53100.5253

**ALABAMA**

MEDIA GROUP

**Press Register****LEGAL AFFIDAVIT**

AD#: 0008680640

Total

\$717.02

State of Alabama,) ss

County of Mobile)

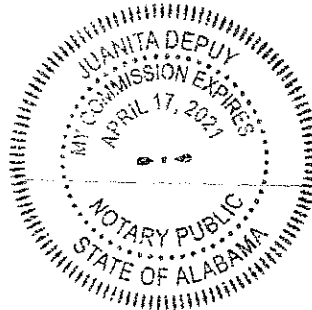
Cristy Boyington being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that Press Register is a public newspaper published in the city of Mobile, with general circulation in Mobile County, and this notice is an accurate and true copy of this notice as printed in said newspaper,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

Press Register 07/06, 07/13, 07/20/2018

*Cristy Boyington*  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 20th day of July 2018

*Juanita Depuy*  
Notary Public

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A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

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No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama. COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA  
Frank Burt, Jr.  
Chairman, Baldwin County Commission  
PRESS REGISTER  
July 6, 13, 20, 2018

*W. Gantony*  
53100.5253

**ALABAMA**

MEDIA GROUP

**The Birmingham News****LEGAL AFFIDAVIT**

AD#: 0008680541

Total

\$816.75

State of Alabama,) ss

County of Jefferson)

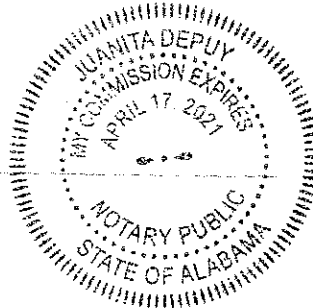
Cristy Boyington being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Birmingham News is a public newspaper published in the city of Birmingham, with general circulation in Jefferson County, and this notice is an accurate and true copy of this notice as printed in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

The Birmingham News 07/06, 07/13, 07/20/2018

*Cristy Boyington*  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 20th day of July 2018

*Juanita Depuy*  
Notary Public

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COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA

Frank Burt, Jr.  
Chairman, Baldwin County Commission

Bham News: July 6, 13, 20, 2018

*Ujala Pantony*  
53100.5253

TO: BALDWIN COUNTY COMMISSION  
312 COURTHOUSE SQ STE 11  
BAY MINETTE, AL 36507



Daily-Montgomery, Montgomery County, AL

E-Verify#: DHS72179  
**PROOF OF PUBLICATION**

State of Alabama

County of Montgomery:

Before the undersigned authority personally appeared Crystal Jones who on oath, says that she is a personal representative of the *Montgomery Advertiser*, a daily newspaper published in Montgomery, Alabama: that the attached copy of advertisement, being a Legal in the matter of:

**ADVERTISEMENTFORBIDSSEALEDPROPOSALSWILLBERECEIV**  
Ad Number: 0003013513

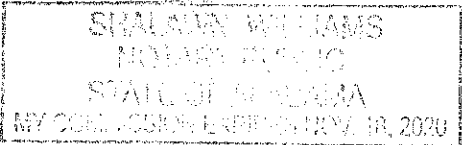
Was published in said newspaper in the issue(s) of:

07/06/18, 07/13/18, 07/20/18

Affiant further says that the said *Montgomery Advertiser* is a newspaper published in said Montgomery County, Alabama, and that the said newspaper has heretofore been published in said Montgomery County, Alabama, and has been entered as second class matter at the Post Office in said Montgomery County, Alabama, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Now due on said account is \$1,117.20

Subscribed and sworn to before me this 20th day of July  
by Crystal Jones who is personally known to me.  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Affiant  
Notary



RECEIVED  
JUL 30 2018  
Accounting/S. Grant

**ADVERTISEMENT FOR BIDS**

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until **2:00 PM on July 31, 2018**, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

**PROJECT NO: BCP 0203718 - INTERSECTION IMPROVEMENTS ON CR32 AND CR 55 NORTH**

**EIGHTY (80) WORKING DAYS** are allowed for the construction of the project.

**Working Day (Daytime Work).** Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.

All bids must be on blank forms provided in the Specifications with the Contract booklet submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract, a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and must be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact Mary Booth at mbooth@baldwincountyal.gov with any questions. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on **July 24, 2018, at 2:00 PM**, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

There are no DBE requirements for this project.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama.

COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA

Frank Burt, Jr.  
Chairman, Baldwin County Commission  
Mont. Adv. 7/6, 7/13, 7/20/2018  
3013513



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0700, **Version:** 1

**Item #:** B6

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer; Matthew Brown, Design Engineer

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

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### **ITEM TITLE**

Quotes for Project No. BCP 0206516 - Improvements to Retrofit 16 Pedestrian Ramps at Various Locations in Baldwin County, Alabama for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the quote to the lowest bidder, **S. C. Stagner Contracting, Inc.**, in the amount of **\$31,119.00**, for Project No. BCP 0206516 - Improvements to Retrofit 16 Pedestrian Ramps at various locations in Baldwin County, Alabama, and authorize the Chairman to execute the Public Works Contract and Certificate of Compliance.

### **BACKGROUND INFORMATION**

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

**Background:** Baldwin County Highway Department sent out Quotes for improvements to retrofit 16 pedestrian ramps at various locations in Baldwin County to ADA/ALDOT Standards. Two (2) quotes were received. The lowest quote was received from S. C. Stagner Contracting, Inc., in the amount of \$31,119.00. The Commission budgeted for this project during the FY17 budget. Recommend the Commission approve the quote to the lowest bidder, S. C. Stagner Contracting, Inc., and authorize the Chairman to execute the Public Works Contract and Certificate of Compliance.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$31,119.00

**Budget line item(s) to be used:** 0206516.5150

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



**LEGAL IMPACT**

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

Standard County Public Works Contract

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 8/21/18

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

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

Letter to Vendors

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

QUOTES FOR BCP #0206516 - PEDESTRIAN RAMP IMPROVEMENTS - Tabulation

BIDDER: S. C. Stagner Contracting, Inc.	
Total Bid Amount	\$31,119.00

BIDDER: McElhenney Const. Co., LLC	
Total Bid Amount	\$64,250.00

State of Alabama     )  
County of Baldwin    )

## CONTRACT FOR PUBLIC WORKS 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, **S. C Stagner Contracting, Inc.**, (hereinafter referred to as "PROVIDER").

### WITNESSETH:

**Whereas**, the Baldwin County Commission staff obtained quotes for BCP #0206516 – Improvements to Retrofit 16 Pedestrian Ramps at various locations in Baldwin County, AL; and

**Whereas**, PROVIDER presented the lowest quote to the COUNTY.  
Therefore, COUNTY wishes to retain PROVIDER, and PROVIDER wishes to provide those services hereinafter set out under the following terms and conditions.

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

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

- A. COUNTY:           Baldwin County, Alabama
- B. COMMISSION:     Baldwin County Commission
- C. PROVIDER:        S. C. Stagner Contracting, Inc.

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

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

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

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

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

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

**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 Agreement; 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

**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: S. C. Stagner Contracting, Inc.  
12615 Celeste Road  
Chunchula, AL 36512  
ATTN: Adam Glatfelter

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 "Attachment A", the same being expressly incorporated herein by reference, and without limitation will encompass:

**"Quotes for BCP #0206516 – Improvements to Retrofit 16 Pedestrian Ramps at Various Locations in Baldwin County, AL, as described in Attachment A.**

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 Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid **\$31,119.00.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of no more than thirty (30) days after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This

allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** To the fullest extent allowed by law, 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 Agreement shall be executed with three (3) originals, both 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 Agreement, 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 Agreement until insurance is obtained, terminate this Agreement 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. /Date

\_\_\_\_\_  
Ronald J. 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 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 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 official seal, this the day of \_\_\_\_\_, 2018.

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

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

**S. C. Stagner Contracting, Inc.**

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

State of \_\_\_\_\_)

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

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

## Bid Item Sheet

Contractor: S.C. Stagner Contracting Inc.

Address: 12615 Celeste Rd Churchula, AL 36512

Contact Person: Adam Glatfelter

Contact Phone Number: 251-675-1772

Pay Item	Unit	Bid Price
BC-45	LS	\$2,156.00
BC-46	LS	\$2,156.00
BC-148	LS	\$1,711.00
BC-149	LS	\$1,711.00
BC-167	LS	\$1,711.00
BC-176	LS	\$1,711.00
BC-182	LS	\$1,868.00
BC-189	LS	\$1,711.00
BC-192	LS	\$2,385.00
BC-193	LS	\$2,385.00
BC-194	LS	\$2,385.00
BC-195	LS	\$2,385.00
BC-323	LS	\$1,711.00
BC-324	LS	\$1,711.00
BC-331	LS	\$1,711.00
BC-332	LS	\$1,711.00
TOTAL BID		\$31,119.00



## 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*

### Scope of Work

The intent of this project is for "improvements to 16 pedestrian ramps in accordance with ADA/ALDOT Standards" at various locations in Baldwin County, Alabama.

The prospective bidders must be able to submit to the County the following items to award bid:

1. Labor and Materials Bond
2. Performance Bond

### Other Requirements

- The Contractor's bid must follow Baldwin County's Construction Plans.
- The Contractor shall visit each site to include for all materials required prior to submitting quote.
- The Contractor must follow the ALDOT Standard Specifications for Highway Construction, 2018 Edition, and the ALDOT Standard Drawings, 2018 Edition.
- The Contractor must follow all applicable ADA requirements.

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC  
WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final  
Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of  
Alabama, 1975, and all other applicable provisions of law, to-wit:

**“Quotes for BCP #0206516 – Improvements to Retrofit 16 Pedestrian  
Ramps at various locations in Baldwin County, AL for the Baldwin  
County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the \_\_\_\_ day of  
\_\_\_\_\_, 2018.

BALDWIN COUNTY COMMISSION

By: \_\_\_\_\_  
As Its Chairman

ATTEST:

By: \_\_\_\_\_  
As Its County Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0748, **Version:** 1

**Item #:** B7

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Taylor Rider, BRATS Director; Chandra Middleton, Asst. BRATS Director; Sarah Hart, MPO Coordinator

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

---

### **ITEM TITLE**

Adoption of Alabama Department of Transportation (ALDOT) Sub-recipient Procurement Procedures for Federal Transit Administration (FTA) Funded Projects

### **STAFF RECOMMENDATION**

Adopt the attached Alabama Department of Transportation (ALDOT) Subrecipient Procurement Procedures for Federal Transit Administration (FTA) funded projects for BRATS and the Eastern Shore MPO.

### **BACKGROUND INFORMATION**

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

**11/01/2016 meeting:** Adopted the attached Alabama Department of Transportation (ALDOT) Subrecipient Procurement Procedures for Federal Transit Administration (FTA) funded projects for BRATS and the Eastern Shore MPO.

**Background:** Staff is requesting that the Commission adopt the attached ALDOT Subrecipient Procurement Procedures for Federal Transit Administration (FTA) funded projects for BRATS and the Eastern Shore MPO. In accordance with recent statutory changes set forth by the FTA the threshold for micro-purchases has increased. This is required by the Alabama Department of Transportation (ALDOT) for all subrecipient's that will receive any FTA funds.

### **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:** 8/21/2018

**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 ALDOT

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

Baldwin County Commission

# PROCUREMENT PROCEDURES

Applicable to all Federal Transit Administration Funded Projects

FEDERAL TRANSIT ADMINISTRATION PROGRAMS

Baldwin County Commission

Taylor Rider, Director of Transportation

Sarah Hart, MPO Coordinator

Wanda Gautney, Purchasing Director

Release Date: November 1, 2016

Latest Revision Number and Date: Revision 3.7, August 21, 2018



## **ACCESSIBLE FORMATS**

This document is available in accessible formats upon request. Paper copies of this document, as well as information regarding accessible formats, may be obtained by contacting the Baldwin County Commission, at:

Wanda Gautney, Purchasing Director  
(251) 580-2520  
Fax: (251) 580-2536

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# Procurement Procedures

## I. INTRODUCTION

The Governor has designated the Alabama Department of Transportation (ALDOT) as the administrator of all FTA programs affecting rural and small urban areas. ALDOT's Transportation Planning and Modal Programs Bureau, Transit Section, has primary responsibility for developing and implementing public transportation programs throughout the State. ALDOT's FTA funds are passed through to subrecipients (agencies) who provide transit services.

ALDOT's Transit Section has developed Procurement Procedures available on the Transit Section website at: <http://www.dot.state.al.us/moweb/transit.htm>. ALDOT's role in the Baldwin County Commission's procurement process is to ensure that the Baldwin County Commission's procurement actions are internally-supported by the Baldwin County Commission's written procedures and that they are in full compliance with state and federal laws.

The Baldwin County Commission oversees procurement procedures for federal and state public transportation grant funds. This includes equipment, real property, and other goods and services. These procurement procedures apply only to programs involving FTA funds.

## II. AUTHORIZATION

### A. Federal Authority

- \* Procurement standards must meet or exceed the requirements of the Uniform Guidance "Super Circular" published by the Office of Management and Budget at 2 CFR Part 200. DOT incorporated these changes at 2 CFR part 1201, which deviates from part 200 only with respect to standard application requirements, equipment, procurements by States, and financial reporting.
- \* The requirements for the pre-award and post-delivery audits of vehicles are contained in 49 CFR Part 663. The requirements for the (Altoona) testing of bus models are contained in 49 CFR Part 665.
- \* The requirements for the Disadvantaged Business Enterprises (DBE) program as defined by the U.S. Department of Transportation (U.S. DOT) are located at 49 CFR Part 26.
- \* 49 CFR Part 28 relates to nondiscrimination on the basis of handicap in U.S. DOT programs and focuses on facilities. Requirements for transportation services for persons with disabilities are contained in 49 CFR Part 37.

- \* All vehicles shall comply with the vehicle accessibility guidelines contained in 36 CFR Part 1192 (the Americans with Disabilities Act Accessibility Guidelines for Transportation Vehicles).
- \* Procedures for procuring architectural and engineering services are found in 40 USC Chapter 10, Subchapter VI.

## **B. State Authority**

- \* For a description of ALDOT's policies regarding standard federal requirements, refer to the State Management Plan.
- \* For a description of ALDOT's rules regarding contracting and procurement requirements specific to public transit projects, refer to the project agreement and to the ALDOT Transit Section Procurement Procedures available on the Transit Section website at: <http://www.dot.state.al.us/moweb/transit.htm>.
- \* The department's Disadvantaged Business Enterprise program describes the DBE goal, goal setting methodology, and complaint procedures.

## **C. Baldwin County Commission's Authority**

- \* Baldwin County Commission is an ALDOT subrecipient for Transit funds. Baldwin County Commission is therefore required to have processes in place to ensure procurement activities follow all applicable laws and regulations and promote free and open competition.
- \* The Baldwin County Commission must adopt and follow procurement standards, policies, and procedures.

## **D. Federal Transit Administration Guidance**

- \* Federal Transit Administration (FTA) guidance for using third party contracts is found in Circular 4220.1 (series).
- \* Guidelines and management procedures for capital purchases are covered in FTA Circular 5010.1 (series). This document provides guidance on real property, equipment, supplies, and rolling stock. Local Match is also described in this Circular.
- \* Individual program circulars have a section on procurement. A complete listing of FTA circulars is available on-line at FTA's web site: <https://www.transit.dot.gov/>.

- \* The FTA Best Practices Procurement Manual (BPPM) provides suggestions and sample documents covering every phase of procurement. It is located at: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>.

### **III. ADMINISTRATIVE STANDARDS**

#### **A. Adoption of Procurement Procedures**

- \* The Baldwin County Commission adopted procurement standards, procedures, and policies on August 21, 2018. (Refer to Policy number 3.7 Baldwin County Purchasing Policies).

#### **B. Standards**

Standards shall include but are not limited to:

- \* Procurement procedures that reflect applicable federal, state and local laws and regulations
- \* Contract administration that ensures contractor performance in accordance with terms, conditions, and specifications of the contracts or purchase orders
- \* Written code of standards of conduct
- \* Review procedures that avoid purchase of unnecessary or duplicative items
- \* Written procurement selection procedures
- \* Use of intergovernmental agreements, federal excess and surplus property, and value engineering wherever possible
- \* Cost or price analysis for procurement actions
- \* Written procurement history record
- \* Written procedures to handle and resolve protests

#### **C. Important Considerations**

**Federal Simplified Acquisition Threshold:** The Super Circular (2 CFR Part 200) increases the simplified acquisition threshold to \$250,000 (per 2 CFR 200.88) to bring it into alignment with the Federal Acquisition Regulation (FAR). This new threshold applies to procurements funded by grants issued on or after December 26, 2014. Procurements funded by grants issued on or before

December 23, 2016, are subject to the previous simplified acquisition threshold of \$100,000 (per 49 CFR 18.36(d)).

The \$250,000 threshold will be adjusted periodically for inflation. FTA will continue to base the exemption on the total amount of the project and not on the individual price of items being purchased.

**Geographical Preferences:** Baldwin County Commission is prohibited from specifying in-state or local geographical preferences, or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by state or local laws or regulations. However, there are several exceptions, as follows:

- \* **A&E Services:** Geographic location may be a selection criterion if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project. Their use must not restrict competition (i.e., the use of geographic preference leaves only one or two qualified firms to bid on the contract).
- \* **Licensing:** Alabama can enforce its licensing requirements, provided that these requirements do not conflict with Federal law.

**Conflicts of Interest:** When using outside sources for various procurement tasks, Baldwin County Commission must take appropriate steps to prevent or mitigate organizational conflicts of interest that would result in conflicting roles that might bias a contractor's judgment or would result in unfair competitive advantage.

**Analysis of Acquisitions to Identify, Evaluate, and Mitigate Potential Organizational Conflicts of Interest:** Baldwin County Commission shall analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible. Baldwin County Commission will avoid, neutralize, or mitigate potential conflicts before contract award. Baldwin County Commission acknowledges that an organizational conflict of interest occurs when any of the following circumstances arise:

- \* When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the Baldwin County Commission due to other activities, relationships, contracts, or circumstances.
- \* The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- \* During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

**Employee Standards of Conduct:** Baldwin County Commission is required to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts supported by Federal funds. Baldwin County Commission adopted these written standards of conduct on August 21, 2018, Baldwin County Commission Policy #3.7 Purchasing Policies.

Baldwin County Commission employees are also subject to the requirements of the Alabama Ethics Commission.

The employee standards of conduct address the following:

- \* Preclude any employee, officer, or agent or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing from participating in the election, award, or administration of a contract supported with FTA assistance
- \* State that the Baldwin County Commission officers, employees, agents, or board members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value [above nominal intrinsic value or except as allowed by applicable laws, rules and regulations] from contractors, potential contractors, or parties to sub-agreements
- \* Provide for penalties, sanctions, or other disciplinary action for violation of such standards by the Baldwin County Commission officers, employees, agents, or by contractors to the extent permitted by state or local law or regulations

## **IV. SPECIAL CONSIDERATIONS**

### **A. Real Property**

Special requirements pertain to the purchase of real property. FTA Circular 5010.1 (series) covers the acquisition of real property. (Note: Where ALDOT is the designated recipient of funds—as in the Section 5311 Formula Grants for Rural Areas Program—all direct contact with FTA flows through the ALDOT Transit Section). Chapter 12 of the State Management Plan, “Construction or Renovation of Facilities” provides details on ALDOT policies.

**Pre-Award Review:** At no time will Baldwin County Commission fund the acquisition of land for transit facilities not provided for under the scope of an approved grant. All construction or real property acquisition-related activities over \$10,000 shall require pre-award review and approval by ALDOT before commencing work.



**Prerequisites for Project Funding:** Baldwin County Commission will prepare the following documents for ALDOT to submit to the Federal Transit Administration (FTA) Region IV office for review and concurrence prior to funding commitment:

- \* Site selection analysis
- \* Environmental Assessment as required by NEPA
- \* Appraisal of property
- \* Cost Analysis

**Site Selection Analysis:** An environmental review is required for new construction or renovation of a building that is purchased. All proposed project sites must be evaluated and assessed to determine impact, if any, on wetlands, streams, high biotic potential, livable communities' considerations, and federally protected threatened or endangered species and their habitats. A consulting firm may be used to determine if there are any environmental issues that need to be addressed prior to construction.

**Environmental Factors:** There are also environmental factors involved in the procurement of land or facilities. FTA must accept the documentation in support of a categorical exclusion, environmental assessment, or environmental impact statement before property can be purchased.

Baldwin County Commission acknowledges that an environmental review must be completed, and FTA's approval received, prior to committing federal funds. Federal funds will not be made available for any facility purchase or construction until the environmental documents are reviewed and approved by FTA.

Environmental issues may need to be addressed if any of the following exist:

- \* Property is owned by the state or property is located on a national historic site
- \* Pre-existing environmental issues are present, e.g. if underground tanks and/or wetlands are present

If the property has already been purchased by Baldwin County Commission and an environmental review or study has been completed, these document(s) must be submitted to ALDOT for review and subsequent federal approval.

Baldwin County Commission has been advised that ALDOT's review of environmental documentation may take 4 - 6 weeks depending on the complexity of the project. A copy of the survey or plot map and description of the property shall be furnished to ALDOT for

review. Additional information such as a feasibility study, appraisals, site plan and other relevant information are needed to assist ALDOT with the review.

**Appraisals:** Baldwin County Commission acknowledges that to establish the value of the property, the Federal Transit Administration requires one appraisal and a review appraisal. FTA's prior approval is required when the Baldwin County Commission's recommended offer of just compensation exceeds \$250,000, or when a property appraised at \$250,000 or more must be condemned. This process must be followed to purchase real property using FTA funds. For guidance on using property as local match, see FTA Circular 5010.1 (series).

**Purchase and Titling:** Baldwin County Commission, not its contractor, must be the recorded owner of real property purchased with funds provided by the Alabama Department of Transportation.

The services of a titling company ensure that the Baldwin County Commission is receiving a good title when it buys real property. Using a titling company also ensures that ALDOT has a valid lien against the property. The latter occurs when the Baldwin County Commission signs a deed of trust in favor of the Alabama Department of Transportation.

The ALDOT Transit Section and ALDOT Procurement Office will provide technical assistance for all real estate transactions.

## **B. Procurement of Architectural and Engineering Services**

Baldwin County Commission acknowledges that a qualifications-based, competitive proposal procedure (i.e., Brooks Act procedures) must be used when procuring architectural and engineering (A&E) services. Services subject to this requirement are program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services that lead to construction.

Prior to selecting an architect or engineer, a "Request for Qualifications" shall be advertised in a publication with national circulation. Alternatively, Baldwin County Commission could compile a central bidders list from discussions with other agencies that have awarded contracts for similar work.

Upon receipt of various statements of qualifications, the prospective bidders are ranked and price negotiations may begin with the top ranked candidate.

The Best Practices Procurement Manual (Chapter 6.5) provides excellent and detailed information about retaining A&E firms.

**On-Call Contracts:** A&E services must be procured using a qualifications-based process in accordance with the Brooks Act. However, Baldwin County Commission may use on-call

contracts for smaller jobs that would be too expensive (administratively) to compete individually. Baldwin County Commission acknowledges that solicitations for on-call awards must describe how the work will actually be assigned, and not leave the process undefined. Baldwin County Commission also acknowledges that there shall be a finite period for these contract awards, after which a new round of qualifications-based awards will be made.

ALDOT's Transit Section and Procurement Office can augment local expertise in this area.

## **C. Construction**

This subheading includes:

- \* Pre-construction meetings
- \* Facility accessibility

**Pre-Construction Meeting:** A pre-construction meeting must be held between Baldwin County Commission, the construction company, and the architect or overseer of the construction phase. Knowledgeable ALDOT regional staff shall also attend. The agenda for the meeting shall include:

- \* Construction milestones
- \* Billing processes
- \* Contingencies

**Transportation Facility Accessibility (Public Agencies):** In accordance with applicable laws, rules and regulations, the Baldwin County Commission acknowledges that public entities constructing new facilities or altering existing facilities to be used for the provision of public transportation service must make the facility or alterations readily accessible to and useable by individuals with disabilities. The facility accessibility regulations are contained in (49 CFR Part 37). Appendix D to Part 37.215 contains an explanation of the regulations.

**Transportation Facility Accessibility (Private Entities):** Baldwin County Commission acknowledges that private entities must comply with the regulations of the Department of Justice that implement Title III of the Americans with Disabilities Act in constructing and altering transit facilities (49 CFR Part 28).

## **D. Subcontracts**

Before awarding a third-party contract of \$15,000 or more, Baldwin County Commission must allow ALDOT to review and approve the contract documents. The Alabama State Bid Law applies where the value is \$15,000 or more. Quotes are used for a value of less than \$15,000.

**Contracts of \$15,000 or More:** Baldwin County Commission develops the solicitation. ALDOT's Transit Section does a pre-review of the solicitation. After ALDOT concurrence with the solicitation, Baldwin County Commission proceeds with the bidding process. Baldwin County Commission checks the responses received and determines the "lowest responsive" bidder. The bids are then sent to ALDOT for concurrence with the Baldwin County Commission selection. After concurrence, Baldwin County Commission may proceed with developing a contract Agreement. ALDOT reviews the Agreement between the Baldwin County Commission and the contractor to ensure that all required clauses and provisions are included. ALDOT exercises the right of Final Approval.

These contracts shall contain all provisions required by state and federal law. Requirements flow down to all third-party contractors and their contracts at every tier. All relevant clauses contained in FTA Circular 4220.1 (series) and the current Master Agreement shall be copied into Baldwin County Commission's contracts.

Baldwin County Commission will monitor the successful contractor for compliance with these requirements. Additionally, the solicitation document and resulting contract shall include "performance measures" by which Baldwin County Commission can judge the contractor's fulfillment of the contract requirements. Non-performance penalties/remedies are another topic to consider.

Baldwin County Commission may include clauses for renewal. Sound business practice dictates that before exercising such options, Baldwin County Commission shall consider the contractor's performance and if the terms, conditions, and price are still favorable to Baldwin County Commission .

## **V. METHODS OF PROCUREMENT**

### **A. Micro-Purchases (\$10,000 or less)**

Although micro-purchases may be made without obtaining competitive quotations in instances in which the price paid is determined to be fair and reasonable, ALDOT requires price quotes for all purchases of \$10,000 or less. Every effort is made to ensure full and open competition and to avoid restricting competition in federally supported procurement transactions.

### **B. Small Purchases (more than \$10,000 and less than \$150,000)**

Small purchase procedures require that price or rate quotations be obtained from an adequate number of qualified sources (at least two). ALDOT reviews all solicitation documents to ensure that procurements exceeding micro-purchase thresholds are properly federalized. Prior ALDOT

approval is required for all procurements exceeding micro-purchase thresholds. The solicitations and quotations may be either oral or written and must be documented.

### **C. Sealed Bids/Invitation for Bid (IFB)**

Bids are publicly solicited and the award is made to the lowest (best price), responsive (meets all specifications), and responsible (is qualified to perform the work) bidder. Baldwin County Commission's bid threshold has been established by State Law at \$15,000. Baldwin County Commission requires a formal solicitation for all procurements meeting and exceeding the Alabama Bid Law's threshold.

### **D. Competitive Proposals/Request for Proposals (RFP)**

Competitive Proposals/RFPs are publicly solicited from an adequate number of sources and the award is made to the firm whose offer is most advantageous, with price and other factors considered. Evaluation factors are identified and the relative importance that each has towards the award is clearly indicated.

### **E. Sole Source**

Sole source procurement is not permissible unless there is only a single supplier or extenuating circumstances. The following are examples of circumstances which could necessitate sole source procurement:

- \* Where the compatibility of equipment, accessories, or parts is the paramount consideration
- \* Where a sole supplier's item is needed for trial use or testing
- \* Upgrade to proprietary software or hardware
- \* Where the item is one of a kind

Baldwin County Commission will prepare the Sole Source Documentation Form (included as Exhibit 4) requesting a sole source procurement, along with supporting documentation, and submit these items to the Transit Section program manager for review and concurrence. The determination as to whether a procurement shall be made as a sole source will then be made by the ALDOT Transit Section.

### **F. Emergency**

Baldwin County Commission acknowledges that purchases of this nature can be made only if a condition is present that creates a threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions. The Multimodal Transportation Engineer of the Transportation Planning and Modal Programs Bureau shall make the determination.

Note: If there is an emergency after normal working hours, the highest-level employee who is directly involved in the emergency shall seek as much competition as is practical to alleviate the emergency. Baldwin County Commission will then contact the Transit Section of the Transportation Planning and Modal Programs Bureau the next business day.

### **G. ProcurementPRO**

Procurement PRO is an internet procurement tool designed to guide recipients of federal assistance through the federal procurement process. Baldwin County Commission is encouraged to use Procurement Pro to assist with the procurement process. More information is available at <http://nationalrtap.org/supportcenter/PRO-Apps/ProcurementPRO>.

### **H. Revenue Contracts**

Revenue contracts are those in which Baldwin County Commission provides access to public transportation assets for the primary purpose of either producing revenue in connection with an activity related to public transportation, or creating business opportunities with the use of FTA-assisted property. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then Baldwin County Commission shall use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.

## **VI. BID PROTESTS/APPEALS**

Baldwin County Commission acknowledges that it is responsible for settling disputes resulting from any procurement action.

Under limited circumstances, a bidder may protest to the ALDOT Transportation Planning and Modal Programs Bureau pursuant to a vendor's award of a contract.

ALDOT's Transportation Planning and Modal Programs Bureau's role in a bid protest shall be limited to the conditions set forth in FTA Circular 4220.1 (series).

## **VII. MONITORING**

Baldwin County Commission acknowledges that ALDOT Transit Section's will monitor Baldwin County Commission's procurement activities. ALDOT Transit Section's monitoring of procurement takes place in two (2) different time frames.

Initially, ALDOT completes the Procurement Checklist Form (see Transit Section Procurement Procedures at: <http://www.dot.state.al.us/moweb/transit.htm>) that is tied to the specific purchase of an asset, piece of equipment, or service. This information is retained in the Transit Section office.

During the annual Baldwin County Commission's compliance review, the monitor will look at policies and procedures Baldwin County Commission used to guide its procurements, as well as the written history documentation Baldwin County Commission maintains on-site.

- 1) Baldwin County Commission is required to include specific required clauses in FTA-funded procurements, intergovernmental agreements (e.g., those involving states and other public entities), and Baldwin County Commission agreements (contracts). The current version of the FTA Master Agreement identifies certain clauses that apply to third party contracts.
- 2) Baldwin County Commission acknowledges that contracts may not be modified after award to include Federal clauses and so make them eligible for procuring goods and services with Federal funds. However, state/GSA-type contracts may be modified to add Federal clauses when purchase orders are issued against those state contracts. Not all clauses apply to every contract. The applicability of clauses depends on the size and type of contract.
- 3) Baldwin County Commission acknowledges that procurements above the micro-purchase threshold (\$10,000) must include all applicable FTA clauses as part of the solicitation, purchase order, or contract. A general reference to FTA guidelines is not sufficient to meet this requirement.
- 4) Baldwin County Commission acknowledges that procurement transactions must be in a manner providing full and open competition. Baldwin County Commission acknowledges that it is prohibited from restricting competition in federally supported procurement transactions. Some situations that restrict competition include, but are not limited to:
  - a. Unreasonable qualification requirements
  - b. Unnecessary experience requirements
  - c. Excessive bonding
  - d. Noncompetitive pricing practices between firms
  - e. Noncompetitive awards to firms on retainer
  - f. Organizational conflicts of interest
  - g. "Brand name" only specifications
  - h. Any arbitrary action in the procurement process
- 5) Baldwin County Commission acknowledges that Requests-for-Proposal shall identify all significant evaluation factors, including price or cost where required, and their relative importance.

- 6) Baldwin County Commission shall provide mechanisms for technical evaluation of the proposals received, determinations of responsible offers for the purpose of written or oral discussions, and selection for contract award.
- 7) Baldwin County Commission acknowledges that it is required to ensure to the best of its knowledge and belief that none of its principals, affiliates, vendors, or third-party contractors is suspended, debarred, ineligible, or voluntarily excluded from participation (receiving funding) in Federally assisted transactions or procurements. FTA and ALDOT require review of the System for Award Management (SAM) website before entering into any third-party contract expected to equal or exceed \$25,000. Baldwin County Commission will therefore print the screen with the results of the System for Award Management (SAM) website search and include it in the grant or procurement file.

## **VIII. INDEPENDENT COST ESTIMATES**

Q. When is an independent cost estimate needed?

A. The independent cost estimate is a tool to assist in determining the reasonableness or unreasonableness of the bid or proposal being evaluated and is required for all procurements regardless of dollar amount. FTA Circular 4220.1 (series), advises grantees to "perform a cost or price analysis in connection with every procurement action, including contract modifications . . . the starting point for these cost/price analyses is an independent cost estimate which is made before receiving bids or proposals." The Best Practices Procurement Manual (BPPM), Section 5.2 - Cost and Price Analysis, suggests that the independent estimate can range from a simple budgetary estimate to a complex estimate based on inspection of the product itself and review of items like drawings, specifications and prior procurement data. The word "independent" does not imply that it is performed by someone other than the Baldwin County Commission. This could be the case, however, if the Baldwin County Commission does not have the expertise for a large, complex procurement. The independent estimate is especially critical whenever there is no price competition (e.g., for architect-engineer procurements or where only one price proposal is received), or where offerors are submitting price proposals for goods or services that are not exactly comparable (e.g., for procurements of high-technology items or professional services). It is also useful in competitive procurements to alert ALDOT when all competitors are submitting unreasonably high cost proposals.



## **IX. RECORD RETENTION**

ALDOT requires the Baldwin County Commission to retain financial records, supporting documents, and other records pertinent to an ALDOT contract in compliance with the Transit Section's record retention requirements unless the Baldwin County Commission policy is stricter. Baldwin County Commission must maintain records that detail the significant history of a procurement, to include the following:

- \* Rationale for the method of procurement (i.e., request for proposal, sole source)
- \* Selection of contract type (i.e., fixed price)
- \* Reason for contractor selection or rejection
- \* Basis for the contract price (i.e., cost/price analysis)

Baldwin County Commission acknowledges that it must retain documentation for three (3) years:

- \* After payment of final billing or completion of the project, whichever occurs last
- \* From the time litigation, claims and audit findings have been resolved, if such action was started before expiration of the 3-year period
- \* Three years from the date of asset disposal

**X. ADOPTION OF PROCUREMENT PROCEDURES**

Baldwin County Commission passed and adopted these Procurement Procedures on the  
21<sup>st</sup> day of August, 2018.

\_\_\_\_\_  
FRANK BURT, JR.  
Chairman, Baldwin County Commission

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Ronald J. Cink  
County Administrator, Baldwin County Commission

\_\_\_\_\_  
Date

## XI. EXHIBIT 1: INDEPENDENT COST ESTIMATE (EXAMPLE AND BOILERPLATE)

\*\*\*Example for Baldwin County Commission\*\*\*

(Date)

*Independent Cost Estimate  
For Shop Equipment Item A*

Description: XYZ TRANSIT SYSTEM is in need of Shop Equipment Item A with [list specifications here]. The model number requested was RJ9001. Below is a breakdown of the companies and price that helped determine the cost estimate for this purchase.

<u>Company and Website</u>	<u>Quantity</u>	<u>Unit Price</u>
Example #1 Website	1	\$2,623
Example #2 Website	1	\$3,245
Example #3 Website	1	\$2,849

The average cost of the above quotes is \$2,905; this price does not include installation. However, companies can be contacted for this price.

Therefore, we believe that XYZ TRANSIT SYSTEM will be able to find the required Shop Equipment Item A for the price range of \$2,905-\$3,245. Standard installation will need to be included.

# INDEPENDENT COST ESTIMATE

\*\*\*\*Sample - Modify this boilerplate as necessary to suit the item and then delete this line\*\*\*\*

[Date]

*Independent Cost Estimate  
For [Add Description]*

Description: Baldwin County Commission is in need of [Describe Item] with [list specifications here]. The [model number or particulars] requested was [list model number or other identifier]. Below is a breakdown of the companies and price that helped determine the cost estimate for this purchase.

<u>Company and Website</u>	<u>Quantity</u>	<u>Unit Price</u>
[Company] [Website]	[List Number]	[List Price]
[Company] [Website]	[List Number]	[List Price]
[Company] [Website]	[List Number]	[List Price]

The average cost of the above quotes is [\$ ]; this price [does or does not] include installation. However, companies can be contacted for this price.

Therefore, we believe that Baldwin County Commission will be able to find the required [Describe Item] for the price range of [\$low price - high price ];. Standard installation [is or is not applicable] and [will or will not] need to be included.

## XII. EXHIBIT 2: PRICE ANALYSIS (EXAMPLE ONLY)

*XYZ TRANSIT SYSTEM*

*Price Analysis for Shop Equipment Item A*

Form of Price Analysis used:

- (1) Adequate price competition ✓
- (2) Prices set by law or regulation
- (3) Established catalog prices and market prices
- (4) Comparison to previous purchases
- (5) Comparison to a valid independent estimate
- (6) Value analysis

XYZ TRANSIT SYSTEM determines that all of the following adequate price competition conditions have been met:

- (1) At least two responsible offerors respond to a solicitation. ✓
- (2) Each offeror must be able to satisfy the requirements of the solicitation. ✓
- (3) The offerors must independently contend for a contract to be awarded to the responsive and responsible offeror submitting the lowest evaluated price. ✓
- (4) Each offeror must submit priced offers responsive to the expressed requirements of the solicitation. ✓

Summary:

XYZ TRANSIT SYSTEM received three quotes for RJ9001 Shop Equipment Item A with [list specifications here] capacity and installation.

- \* All three Quotes for Shop Equipment Item A were in line with the Independent Cost Estimate price range of \$2,905-\$3,245.
- \* All quotes were for the same purchase of a RJ9001 Shop Equipment Item A with [list specifications here] capacity and installation
- \* Three responses were received as follow:
  - Company Name #1 - \$3,218
  - Company Name #2 - \$3,345
  - Company Name #3 - \$3,882

All quotes are considered responsive and award is appropriately made to Company Name #1, (lowest quote) in the amount of \$3,218, which XYZ TRANSIT SYSTEM determines to be a fair and reasonable price.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### XIII. EXHIBIT 3: COST ANALYSIS FOR A & E

TRANSIT AGENCY NAME

Cost Analysis

for

Architecture & Engineering's Services for Transit Facility Renovations

Summary of Comparisons of current estimated costs and comparison to a valid independent estimate:

- (1) Actual costs previously incurred.

Cost Estimate- See Independent cost estimate attached. The independent cost estimate for Architecture & Engineering's Services for Transit Facility Renovations was determined to be in the range of blank to blank. This was based on a history of previous costs charged to other transit providers for similar A&E Services.

<u>Previous Costs</u>	<u>Vendor Name</u>	<u>Agency Name</u>	<u>Type of Work</u>
<u>\$blank</u>	<u>Blank</u>	<u>Blank</u>	<u>Blank</u>
<u>\$blank</u>	<u>Blank</u>	<u>Blank</u>	<u>Blank</u>
<u>\$blank</u>	<u>Blank</u>	<u>Blank</u>	<u>Blank</u>

- (2) The most recent cost estimate for the same or similar items.

<u>Current Cost</u>	<u>Vendor Name</u>	<u>Agency Name</u>	<u>Type of Work</u>
<u>\$blank</u>	<u>Blank</u>	<u>Blank</u>	<u>Blank</u>

- (3) Current cost estimates from other possible sources providing the same or similar product or service.

<u>Current Costs Estimates</u>	<u>Vendor Name</u>	<u>Agency Name</u>	<u>Type of Work</u>
<u>\$blank</u>	<u>Blank</u>	<u>Blank</u>	<u>Blank</u>
<u>\$blank</u>	<u>Blank</u>	<u>Blank</u>	<u>Blank</u>
<u>\$blank</u>	<u>Blank</u>	<u>Blank</u>	<u>Blank</u>

Summary:

Agency Name received blank proposals/qualifications/bids for A&E Services for Transit Facility Renovations. Vendor name was determined to be the highest ranked proposal, most qualified, lowest bid and submitted a cost for their services in the amount of \$blank.

All proposals/qualifications/bids are considered responsive and award is appropriately made to Vendor name (highest ranked proposal, most qualified, lowest bid) in the amount of \$blank which Agency name determines to be a fair and reasonable price.

\_\_\_\_\_  
Signature- Transit Agency Name

\_\_\_\_\_  
Title - Transit Agency Name

\_\_\_\_\_  
Date

#### **XIV. EXHIBIT 4: SOLE SOURCE DOCUMENTATION FORM**

##### **SOLE SOURCE DOCUMENTATION FORM**

DATE: \_\_\_\_\_ P.O. OR REQUISITION NUMBER: \_\_\_\_\_

VENDOR: \_\_\_\_\_ TOTAL COST: \_\_\_\_\_

DEPARTMENT/DIV: \_\_\_\_\_ REQUISITIONER: \_\_\_\_\_

Please read the Sole Source Procurement Policy (NEXT PAGE) before filling out this request.

Briefly describe the scope of services or equipment needed.

\_\_\_\_\_

This purchase qualifies as a sole source procurement for the following reason(s):

- ☐ The compatibility of equipment is of paramount consideration.
- ☐ The compatibility of accessories or replacement parts is of paramount consideration.
- ☐ The sole source supplier's item is needed for trial use or testing.
- ☐ The sole source supplier's item is to be procured for resale or donation.
- ☐ A public utility service.
- ☐ Other, please explain: \_\_\_\_\_

\_\_\_\_\_

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

(USE ADDITIONAL PAPER IF NECESSARY)

DEPARTMENT HEAD NAME, PRINTED: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## SOLE SOURCE PROCUREMENT POLICY

### *Definition*

A contract may be awarded for goods or services without competition when the Purchasing Agent, designee, or Department Head determines that there is only one source for the required goods or services based upon written justifications. When the determination is made by a Department Head that there is only one source, the written justifications for such determination must be submitted to the Purchasing Agent for approval. If the purchase exceeds \$10,000.00, it must be approved by the Purchasing Agent prior to purchase.

### *Application*

The provisions of this Section apply to all sole source procurement unless emergency conditions exist as defined by Purchasing Policy on Emergency Procurement.

### *Conditions for Use of Sole Source Procurement*

Sole source procurement is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary product normally does not justify a sole source procurement if there is more than one potential supplier of that product. The following are examples of circumstances which could necessitate sole source procurement:

- a) where the product or service is a one-of-a-kind item obtainable from no other source
- b) where the compatibility of the product to existing equipment is the paramount consideration
- c) where the compatibility of accessories or replacement parts to an existing system is the paramount consideration
- d) where a sole supplier's item is needed for trial use or testing
- e) where additional services from the contracted vendor are required to complete an ongoing project
- f) where the sole supplier is a public utility service

In cases of reasonable doubt, competition should be solicited. Any request by a Department that a procurement be restricted to one potential vendor shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

### *Negotiation in Sole Source Procurement*

The Purchasing Agent, in conjunction with the requisitioning Department, will conduct negotiations, as appropriate, as to price, delivery, and terms.

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0718, **Version:** 1

**Item #:** B8

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Andrea Rider, Personnel Director

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

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### **ITEM TITLE**

Request for Proposals (RFP) for a Comprehensive Classification and Compensation Study for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Approve the attached Request for Proposals (RFP) for a Comprehensive Classification and Compensation Study and authorize the Purchasing Director to advertise a RFP.

### **BACKGROUND INFORMATION**

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

**Background:** The Commission directed staff during the July 24, 2018, Highway Budget Hearing to prepare a Request for Proposals (RFP) to solicit for a Comprehensive Classification and Compensation Study for the Commission/Sheriff's Office. The Comprehensive Classification and Compensation Study will analyze and address the Commission/Sheriff's Office pay plan rules, policies, salary structure, and total compensation comparisons.

### **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:** 8/21/18

**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 RFPs

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

**Baldwin County Commission  
Request for Proposal (RFP)  
Comprehensive Classification and Compensation Study**

The overall goal of this Request for Proposal (RFP) is to establish a contract to be used by the Baldwin County Commission (the County) to solicit competitive sealed proposals from qualified consultants to provide a **Comprehensive Classification and Compensation Study** for the Baldwin County Commission and Baldwin County Sheriff's Office.

The service provider will analyze and address the Commission/Sheriff's Office pay plan rules, policies, salary structure, and total compensation comparisons.

The competency, experience and background of the service providers will be considered along with the quality of the proposal in making the contract award. A proposal other than the lowest priced may be selected if the County determines, at its sole and absolute discretion, that its interests will best be served by doing so.

The County reserves, and in its sole discretion may exercise, the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- To reject any proposals if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the service provider does not meet the qualifications set forth in the RFP, or it is otherwise in the County's best interest to do so.
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more service providers for negotiation and to cancel this RFP with or without issuing another RFP.
- To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the County's best interest to do so.
- To request that some or all of the service providers modify proposals based upon the County's review and evaluation.
- To require a service provider to give an oral presentation and/or product demonstration to the County after submittal of the RFP. Actions by the County in this regard should not be construed to imply acceptance or rejection of a proposal. The County will contact the service provider's primary contact with further instructions should the County decide to request a presentation/demonstration.
- Baldwin County will not reimburse service providers for any cost involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews.

## **I. OBJECTIVE OF THE REQUEST FOR PROPOSALS**

Baldwin County currently has two personnel systems, Commission and Sheriff's Office. The Commission currently has 664 approved positions. There are currently 173 hourly classifications with 11 pay grades, 73 salary classifications with 4 pay grades and 13 appointed classifications with 3 pay grades. The Sheriff's Office currently has 309 approved positions with 33 hourly classifications with 14 pay grades, 7 salary classifications with 6 pay grades and 8 appointed with 6 pay grades.

Using accepted professional methods and standards, the overall study shall focus upon:

- **Job Analysis/Job Evaluation**

Perform a comprehensive, valid and reliable job analysis/evaluation of each job class within Baldwin County Commission and Baldwin County Sheriff's Office to determine if the current pay grade levels for all classified and appointed positions are still appropriate. The purpose of the job evaluations is to ensure the pay structures continue to possess internal and external equity, relative worth (equal pay for equal work), and is inherently non-discriminatory. The evaluation methodology should seek to systematically analyze the duties, responsibilities, specifications, and content of each job utilizing, but not being limited to, questionnaires, interviews, and on-site observation.

- **Job Descriptions**

Prepare new written job descriptions (in Microsoft Word format) for each job class in the Commission/ Sheriff's Office. Job descriptions to include, but not limited to; job-code, FLSA designation, pay grade, job title, department/division, general statement of job, essential and non-essential duties, essential safety functions, designation of safety/non-safety sensitive, minimum training/experience, and minimum physical requirements.

- **Wage & Salary Survey(s)**

Conduct comprehensive wage and salary market survey(s) for the purpose of ensuring that the Commission/Sheriff pay plans and pay structures possess external equity and labor market competitiveness. Survey data to be collected from competing jurisdictions, as well as both public and private organizations within the competing labor market(s).

- **Pay Classification Plan**

Review and adjust the Commission /Sheriff current Pay Classification Plans, as necessary, integrating the job analysis/evaluation process and the wage and salary data, as derived from the labor market survey(s). A grade level and its associated pay range (min, mid, max) are to be provided for each position classification along with job code and FLSA designation and all supporting documentation.

- **Reports and Recommendations**

Provide the Commission /Sheriff's Office with comprehensive reports to include: The Pay Classification Plans, methodologies incorporated in the study, market surveys, anticipated costs to implement pay plans (by department and by total), recommended adjustments, options/recommendations for implementing the new pay plans, and other reports helpful for the overall understanding of the methodologies, results, implementation, and maintenance of the study.

- **Maintenance Program**

Develop a maintenance program, including estimated costs, to address the need for new job analysis/evaluation (including pay grade recommendation), creation of new job description(s), and continued maintenance of the Pay Classification Plans.

## **II. SCOPE OF PROPOSAL**

The consultant will review the Commission's and the Sheriff's Office salary structures and assist in updating information on essential job functions, responsibilities, required knowledge, skills and abilities, and physical demands of each position.

The consultant will provide a prioritized list of recommendations and sufficient information to support implementation, including related costs (or savings).

Compensation to be considered includes salaries and wages. The study shall include but is not limited to the following:

- Meet with Commission/Sheriff administrative officials to assure an understanding of the objectives in the project including timeframes for completion of project.
- Examination of all job descriptions to include a review of positions FLSA designations.
- Establish criteria for the selection of survey participants with Commission/Sheriff staff members; prepare/create survey, send to the agencies, and prepare an analysis based on the results.
- Submit an Action Plan to the Commission/Sheriff's Office, satisfying to both parties, for accomplishing tasks associated with the compensation and classification study. This plan should delineate the tasks necessary to complete the project along with a reasonable time table for completion.
- Meet with Commission/Sheriff's employees in several orientation sessions to describe scope of work and methodology.
- Perform job analysis/evaluation for each full-time and part-time permanent job in the Commission/Sheriff's Office, not limited to, questionnaires, interviews, and on-site observation.

- Using the job analysis/evaluation data, prepare written job descriptions for each job classification in the Commission/Sheriff's Office (Microsoft Word format). Job descriptions to include, but not limited to: job-code, FLSA designation, pay grade, job title, department/division, general statement of job, essential and non-essential duties, safety/non-safety sensitive, minimum training/experience, and minimum physical requirements.
- Conduct salary and benefit surveys among competing jurisdictions as well as public and private organizations to determine competitive wages in the appropriate labor market(s).
- Prepare and deliver presentations to the Baldwin County Commission and Sheriff's Office.
- Establish equitable salary ranges to provide for the recruitment and retention of qualified staff; equitable relationships of one job to another within the organization and address compression/equity issues between pay grades and classifications.
- Evaluate existing compensation policies and propose any recommended changes.
- Develop and recommend an implementation plan for adoption of the proposed classification plan and salary adjustments to include an estimated impact; with options for a 3-year and a 5-year implementation.
- Develop an ongoing internal maintenance of the plan.
- Provide copies of a preliminary draft report showing the findings of the study for review by management prior to the issuance of the final report(s).
- Train appropriate Human Resources staff in the job evaluation system and the administration of the pay structure.
- Present final survey to Commission/Sheriff officials at a designated time.

The County will provide the following to the selected consultant (as requested):

- All current pay plans and previous pay plans as requested
- History of salary adjustment information
- Current employee salary information with tenure information
- Personnel/position control records
- Current personnel policies



- Job descriptions
- Organizational charts
- Performance evaluation information

### **III. METHODS OF AWARD, SELECTION CRITERIA**

Based on the information presented in response to the Request for Proposal (RFP), a review of the submissions shall be accomplished by an evaluation committee. It is the intent of the Baldwin County Commission to award proposal to the most qualified service provider. Qualifications shall be evaluated based upon the following criteria:

- Service provider's qualifications, professional experience, expertise, methodology and quality of similar work that has been provided for other public-sector clients/customer.
- Qualifications of proposed personnel.
- Proposed materials and plans to accomplish tasks.
- Letters of Reference on similar work and/or sample(s) of similar work.
- Responsiveness and completeness of the written proposal to these instructions regarding the Scope of Service.
- Other relevant criteria.

### **IV. PROPOSED PLAN**

All proposals must comply with the following criteria. Proposals not meeting ALL criteria may be considered non-responsive and will be rejected.

#### **A. Statement of Interest**

To be submitted on the service provider's letterhead and include the following:

1. Concisely state the understanding of the services required by the Baldwin County Commission. The service provider may include any additional relevant information not requested elsewhere in the RFP under this tab.
2. The signature of the statement shall be that of a person authorized to represent and bind the service provider.

## **B. Implementation Approach**

Provide a concise description of the approach and process the service provider will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the service provider.

Exceptions – clearly describe any exceptions the service provider may have regarding any requirements stated in the RFP or associated addendums.

## **C. Qualifications/Experience of Key Personnel**

Provide an organizational chart and resumes for all key personnel and their office addresses. Briefly describe the education, experience and relevant abilities of key personnel and proposed subcontractors who will be responsible for project completion and identify his/her role on the team. Include information on recent, current, and projected workloads of each key personnel to demonstrate ability to meet time requirements. Identify percentage of time to be assigned full-time to this project; length of time with this service provider; past projects; project sizes; their involvement in each project; active registrations and certifications held; other experiences relevant to this project.

## **D. Similar Projects/Customer References**

Major consideration will be given to those service providers with previous experience on similar projects. List projects which best illustrate the experience of your service provider and current staff which will be assigned to this project. List five (5) verifiable projects within the last three (3) years your service provider has accomplished for other public section organizations in the State of Alabama; County entities preferred. Examples should best illustrate current qualifications relevant to this project. Include details such as: name and location of project; service provider's responsibility on the project; project owner's representative name and contact information; date project was completed; and size of project.

## **E. Pricing Information**

Completed and provide with attached bid form.

## **F. List of Consultants and/or Other Outside Subcontractors**

Name any consultants, or subcontractors which are included as part of the proposed team. Describe the proposed role of any persons outside your service provider and their related experience. List projects on which your service provider has worked with the person/service provider in the past.

## **V. PROPOSAL SUBMISSION**

**Three (3) original paper copies** of the proposal must be received by the County prior to \_\_\_\_\_ (Central Standard Time) on \_\_\_\_\_. All copies of the proposals must be under sealed cover and plainly marked. **No emailed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director  
312 Courthouse Square, Suite 15 (mailing address)  
257 Courthouse Square (physical address)  
Bay Minette, AL 36507  
251.580.2520

## **VI. INQUIRES AND QUESTIONS**

Inquires or questions should be submitted by email only to Wanda Gautney, Purchasing Director, [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) no later than \_\_\_\_\_. All inquiries or questions should be consolidated by each service provider and submitted prior to the \_\_\_\_\_, deadline. All questions that are submitted will be answered and posted to the County website by \_\_\_\_\_.

## **VII. PRIME SERVICE PROVIDER RESPONSIBILITIES**

Service provider will assume responsibility for delivery of services and application performance, regardless whether or not the Service provider subcontracts any of these items and services. The Service provider will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Service provider will be totally responsible for all obligations outlined under this RFP.

## **VIII. INDEMNITY AND HOLD HARMLESS PROVISION**

To the fullest extent allowed by law, the contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

## **IX. SERVICE PROVIDER QUALIFICATIONS**

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

**All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.**

## **X. SERVICE TEST PERIOD**

If the service provider has not previously performed the services to the County, the County reserves the right to require a test period to determine if the Service provider can perform in accordance with the requirements of the contract, and to the County's satisfaction. Such test period may be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the County's decision to continue with the service provider or to select another service provider.

## **XI. SERVICE PROVIDERS INSURANCE PROVISIONS**

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

The service provider at his expense shall carry, with insurers satisfactory to County, throughout the term of the contract, 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,

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/in/on any property, site, location, vessel, or equipment. *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 a thirty (30) day 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 the service 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 any Agreement until insurance is obtained, terminate any Agreement immediately without further action, or hold service provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite must be provided upon submission of the RFP.

## **XII. CANCELLATION CLAUSE**

The County or Contractor reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, with or without cause.

## **XIII. COMPLETION TIME AND LIQUIDATED DAMAGES**

Work shall begin within twenty (20) days after award of Contract.  
Project must be completed within **six (6) months** from the Notice to Proceed.

## **RFP Vendor Proposal Response Form**

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

Out of State        Yes or        No If yes,                       
Registration Number

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

Name of Company Representative: \_\_\_\_\_

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

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

\_\_\_\_\_

Contract Person: \_\_\_\_\_

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

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

\_\_\_\_\_  
Printed name & title of person submitting proposal

\_\_\_\_\_  
Signature of person submitting proposal

**Total Project Cost: \$** \_\_\_\_\_

**Completion Time:** \_\_\_\_\_

**“Attach project cost breakdown and time schedule to this form”**

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 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 services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER.



PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- 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 **“Request for Proposals”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in the Request for Proposals for Comprehensive Classification and Compensation Study 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 or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

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

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

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

- XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution and the same shall terminate upon both the expiration of six (6) months or either by giving thirty (30) days written notice of such to the other party. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three (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 worker's 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. / Date  
Chairman

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

**NOTARY AND SIGNATURE PAGE TO FOLLOW**

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_ 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 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 official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

**PROVIDER:**

*Insert Provider Name*

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

State of \_\_\_\_\_ )

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

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0678, **Version:** 1

**Item #:** C1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

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

**Submitted by:** Mary Booth, Design Tech II

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### **ITEM TITLE**

Federal Highway Administration - Highway Safety Improvement Program (HSIP) - Grant Application for a Proposed Roundabout on County Road 13 at County Road 44

### **STAFF RECOMMENDATION**

Take the following actions:

1. Authorize the Highway Department to submit documentation and application for a grant under the Federal Highway Administration - Highway Safety Improvement Program (HSIP) for a proposed roundabout on County Road 13 at County Road 44; and
2. Authorize the Chairman to execute any grant related documents as required.

### **BACKGROUND INFORMATION**

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

**Background:** The Highway Department is requesting permission to submit a grant application under the Highway Safety Improvement Program (HSIP) for a proposed roundabout on County Road 13 at County Road 44. Under the HSIP program, the Federal contribution would be 90% and the County, as Sponsor, would be a 10% contribution. The estimated project cost is \$2,012,500.00. The County's estimated portion would be \$201,250.00. If grant is approved, construction match will be budgeted in FY20. Funding has been requested for Design in FY19.

### **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?**

Yes

**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 Staff will coordinate grant application submittal upon approval by Commission.

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

N/A

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





## County Rd 13 at County Rd 44

Proposed Roundabout

Baldwin County  
Highway Department 2018

0 0.01 0.02 0.04 Miles







# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0766, **Version:** 1

**Item #:** C2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/14/2018

**Item Status:** New

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

**Submitted by:** Audra E. Mize, Operations Support Specialist II

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### ITEM TITLE

Intergovernmental Service Agreement between Baldwin County and the City of Daphne for the Striping of Various Roads Inside Daphne City Limits

### STAFF RECOMMENDATION

Approve an Intergovernmental Service Agreement between Baldwin County and the City of Daphne for the Highway Department Stripe Crew to stripe the following roads inside Daphne City Limits for an estimated cost of \$9,380.00 for labor and equipment. (Striping distance below includes center line and edge line.)

1. Johnson Road between Main Street and Pine Street - 0.76 striping miles
2. Jones Street from Pickett Avenue to Johnson Road - 0.28 striping miles
3. Pickett Avenue from US Highway 98 to Jones Street - 0.09 striping miles
4. Belrose Avenue from Main Street to end - 0.53 striping miles
5. College Avenue from Main Street to Captain O'Neal Drive - 0.66 striping miles
6. Deer Avenue from Main Street to Captain O'Neal Drive - 0.50 striping miles
7. Dryer Avenue from Main Street to Captain O'Neal Drive - 0.13 striping miles
8. Lea Avenue from Main Street to Captain O'Neal Drive - 0.33 striping miles
9. Magnolia Avenue from Main Street to Old County Road - 0.34 striping miles
10. Sixth Street from Lea Avenue to Belrose Avenue - 0.12 striping miles
11. Academy Drive from US Highway 98 to N Main Street - 0.10 striping miles
12. Park Drive from Pollard Road to N Main Street - 1.20 striping miles
13. Milton Jones Road from County Road 13 to State Hwy 181 - 1.00 striping miles
14. Champions Way between County Rd 13 and State Hwy 181 - 0.87 striping miles
15. Lawson Road from US Highway 90 to the end - 0.15 striping miles
16. Frederick Boulevard from US Highway 90 to end - 0.60 striping miles
17. Renaissance Boulevard from US Hwy 90 to Fredrick Boulevard - 0.31 striping miles

The City of Daphne will be invoiced the actual cost of labor and equipment upon completion of the project. (This agreement shall be effective upon full execution and terminate after twelve (12) months, unless terminated by either party upon the delivery of a thirty (30) day notice of termination.)

The City of Daphne will provide materials for the project.

**BACKGROUND INFORMATION**

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

**Background:** The City of Daphne is requesting assistance from the Baldwin County Commission for the striping of certain roads in City limits. The City will be invoiced actual costs for labor and equipment upon completion of the project.

The City will provide materials for the project.

**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?**  
No

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

**Additional comments:** Intergovernmental Service Agreement used as previously approved by the County Attorney.

**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

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

Administration Staff have agreement executed by the Chairman. Highway Department will schedule the work and send invoice upon completion of project.

**Contact:**

Mayor Dane Haygood  
City of Daphne  
P.O. Box 400  
Daphne, Alabama 36526

**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 City of Daphne, Alabama (hereinafter “City”), as follows:

### **RECITALS**

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

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

**Whereas**, the City has requested that the County assist the City in its efforts to perform striping on the following roads inside Daphne City Limits:

<b>Road Name</b>	<b>Striping Distance (includes center line and edge line)</b>	<b>From/To</b>
Johnson Road	0.76 line miles	Between Main Street and Pine Street
Jones Street	0.28 line miles	From Pickett Avenue to Johnson Road
Pickett Avenue	0.09 line miles	From US Highway 98 to Jones Street
Belrose Avenue	0.53 line miles	From Main Street to End
College Avenue	0.66 line miles	From Main Street to Captain O’ Neal Drive
Deer Avenue	0.50 line miles	From Main Street to Captain O’ Neal Drive
Dryer Avenue	0.13 line miles	From Main Street to Captain O’ Neal Drive
Lea Avenue	0.33 line miles	From Main Street to Captain O’ Neal Drive
Magnolia Avenue	0.34 line miles	From Main Street to Old County Road
Sixth Street	0.12 line miles	From Lea Ave to Belrose Avenue
Academy Drive	0.10 line miles	From US Highway 98 to N Main Street
Park Drive	1.20 line miles	From Pollard Road to N Main Street
Milton Jones Road	1.00 line miles	From County Road 13 to State Highway 181
Champions Way	0.87 line miles	Between County Road 13 and State Hwy 181
Lawson Road	0.15 line miles	Between Ridgewood Dr and County Rd 13
Frederick Boulevard	0.60 line miles	From US Highway 90 to End
Renaissance Boulevard	0.31 line miles	From US Highway 90 to Fredrick Boulevard

**Whereas**, the County submitted an Estimate Sheet (*Exhibit B*) identifying an approximation (i.e. \$9,380.00) of the actual value for labor and equipment that the County has placed upon the services to stripe the roads listed above; and

**Whereas,** the City wishes for the County to perform the requested services even though the Estimate Sheet (*Exhibit B*), may or may not reflect the actual cost incurred by the County to perform said services on behalf of the City; and

**Whereas,** the City 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 City now wish to enter into this Agreement to provide striping on the roads listed above which are inside the City's jurisdiction.

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the striping on the above listed public roads and rights-of-way inside the corporate limits of the City.
3. **City Remains Owner of Right-of-Way:** The City, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over the above listed roads specifically identified and depicted on *Exhibit A* hereto. The County, however, obtains no rights, responsibilities or control for the subject right-of-ways 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 twelve (12) 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 striping on above listed roads
- B. Remit invoice to the City for actual costs incurred.

**Note: County cannot sell bid item materials to the City.**

10. **Services to be Performed by City (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 and equipment 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 City 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 City: City of Daphne  
P.O. Box 400  
Daphne, AL 36526

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

12. **Indemnity:** City 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 City as to, and has no obligation for the condition of the improvements, work, property, product and services of the County. City 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 City. City agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. City for itself and City 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, to the fullest extent allowed by law, City 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 City 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 City or in any way diminish any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
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 City 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: \_\_\_\_\_

**CITY:**  
THE CITY OF DAPHNE

\_\_\_\_\_/\_\_\_\_\_  
Mayor Dane Haygood /Date

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
City Clerk /Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that Dane Haygood, and \_\_\_\_\_, whose names as Mayor and City Clerk of CITY OF DAPHNE, 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 City of Daphne, Alabama.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



# Daphne Roads to be Striped

Exhibit A

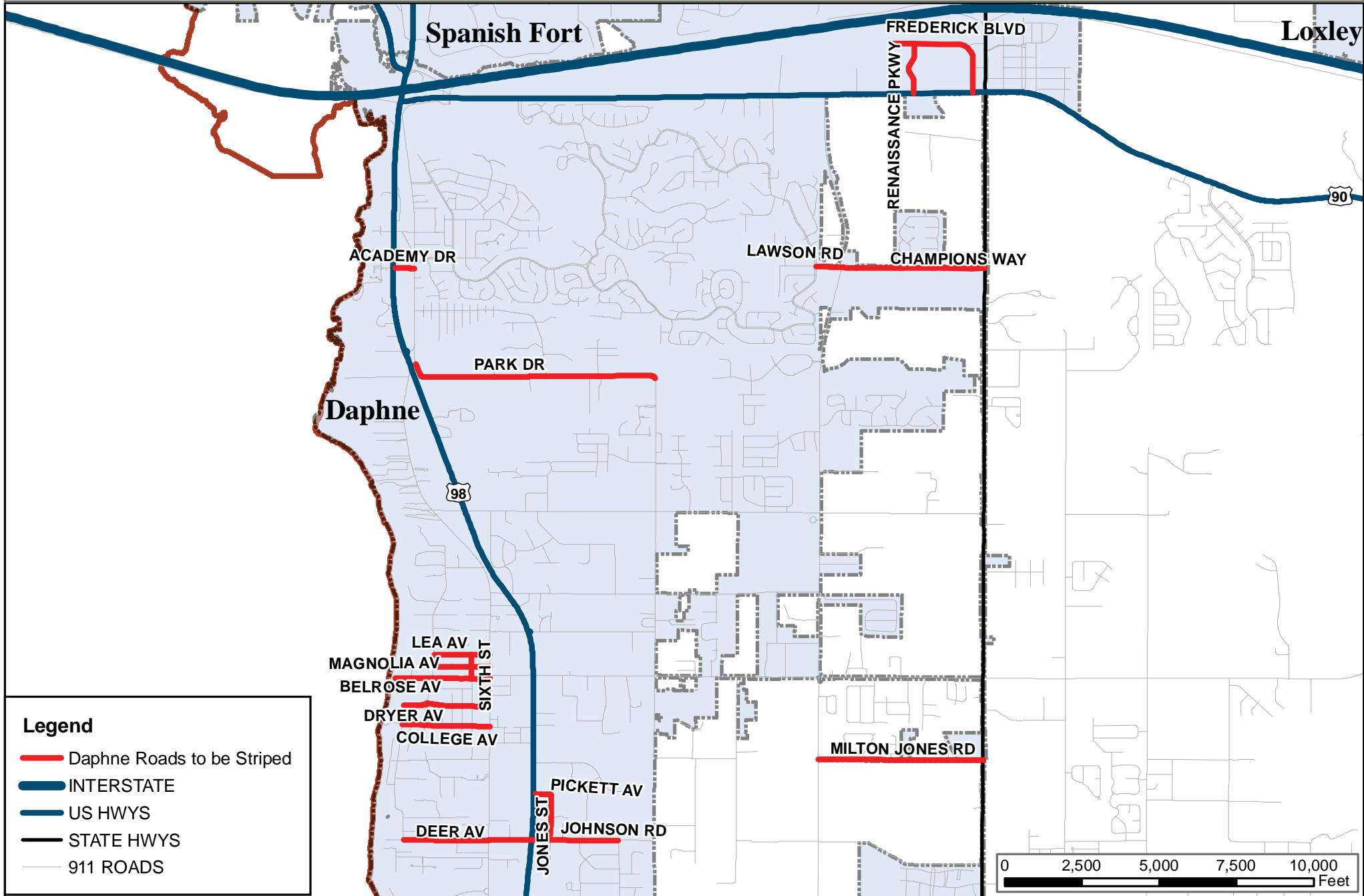


Exhibit B

Baldwin County Highway Department Estimate Sheet

DATE		8/6/2018		Area:		200	
REQUESTED BY: Jeremy Sasser				SPONSORED BY:		City of Daphne	
LOCATION		City of Daphne					
Scope of Work:		Re-Stripe: Johnson Rd, Jones St, Pickett Ave, Belrose Ave, College Ave, Deer Ave, Dryer Ave, Lea Ave, Magnolia Ave, Sixth St, Academy Dr, Park Dr,		Milton Jones Rd, Champions Way, Lawson Rd, Frederick Blvd, Renaissance Blvd			
ITEM		DESCRIPTION		UNITS	QUANTITY	UNIT COST	SUBTOTAL
1		EQUIPMENT					
84502		PAINT TRUCK		HOURS	40	\$ 79.50	\$ 3,180.00
30990		CREW CAB		HOURS	40	\$ 35.00	\$ 1,400.00
		TOTAL					\$ 4,580.00
2		LABOR					
		MAN HOURS - 4 EMPLOYEES		HOURS	160	\$ 30.00	\$ 4,800.00
		TOTAL					\$ 4,800.00
3		MATERIAL					
		PAINT (YELLOW)		GAL	570	\$ 8.57	\$ 4,884.90
		PAINT (WHITE)		GAL	570	\$ 8.57	\$ 4,884.90
		TYPE I GLASS BEADS		LBS	7980	\$ 0.28	\$ 2,234.40
		TYPE IV GLASS BEADS		LBS	5700	\$ 0.62	\$ 3,534.00
		TOTAL					\$ 15,538.20
		TOTAL COST ESTIMATE					\$ 24,918.20



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0770, **Version:** 1

**Item #:** C3

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

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

**Submitted by:** Lisa Sangster, Chief Administrative Assistant

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### **ITEM TITLE**

Intergovernmental Service Agreement between Baldwin County and the City of Foley for the Paving of a Portion of James Road Inside Foley City Limits

### **STAFF RECOMMENDATION**

Approve an Intergovernmental Service Agreement between Baldwin County and the City of Foley for the paving of James Road, beginning at County Road 12 South and running south 380 feet, inside Foley City Limits for a cost of \$5,692.18 for labor and equipment.

### **BACKGROUND INFORMATION**

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

**Background:** Baldwin County is assisting the City of Foley with the paving of a portion of James Road beginning at County Road 12 South and running south 380 feet inside Foley City Limits.

### **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?**  
No

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

**Additional comments:** Intergovernmental Service Agreement used as previously approved by the County Attorney.

**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

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

Administration Staff have agreement executed by the Chairman. Highway Department will send invoice for actual labor and equipment.

Contact:

Mayor John Koniar

City of Foley

P.O. Box 1750

Foley, Alabama 36535

**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 City of Foley, Alabama (hereinafter “City”), as follows:

### **RECITALS**

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

**Whereas**, County and City 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 City 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 City acknowledge and agree that James Road beginning at County Road 12 South and running south 380 feet, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of City, and is a road over which City is responsible for and over which City exercises control; and

**Whereas**, the County has agreed to pave James Road beginning at County Road 12 South and running south 380 feet inside Foley City Limits;

**Whereas**, the County identified the actual value for labor and equipment for paving James Road beginning at County Road 12 South and running south 380 feet (\$5,692.18); and

**Whereas**, the City 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 City now wish to enter into this Agreement to pave James Road beginning at County Road 12 South and running south 380 feet inside the City’s jurisdiction.

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the paving of James Road beginning at County Road 12 South and running south 380 feet inside the corporate limits of the City.
3. **City Remains Owner of Right-of-Way:** The City, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over James Road beginning at County Road 12 South and running south 380 feet, 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 twelve (12) 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. Pave James Road beginning at County Road 12 South and running south 380 feet.
  - B. Remit invoice to the City for actual labor and equipment costs incurred.

**Note: County cannot sell bid item materials to the City.**
10. **Services to be Performed by City (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 and equipment costs incurred by the County.
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 City 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 City: City of Foley  
P.O. Box 1750  
Foley, Alabama 36535

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

12. **Indemnity:** City 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 City as to, and has no obligation for the condition of the improvements, work, property, product and services of the County. City 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 City. City agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. City for itself and City 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, to the fullest extent allowed by law, City 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 City 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 City or in any way diminish any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
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 City 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: \_\_\_\_\_  
**CITY:**

THE CITY OF FOLEY

\_\_\_\_\_/\_\_\_\_\_  
Mayor John Koniar /Date

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
City Clerk /Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that John Koniar, and \_\_\_\_\_, whose names as Mayor and City Clerk of CITY OF FOLEY, 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 City of Foley, Alabama.

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

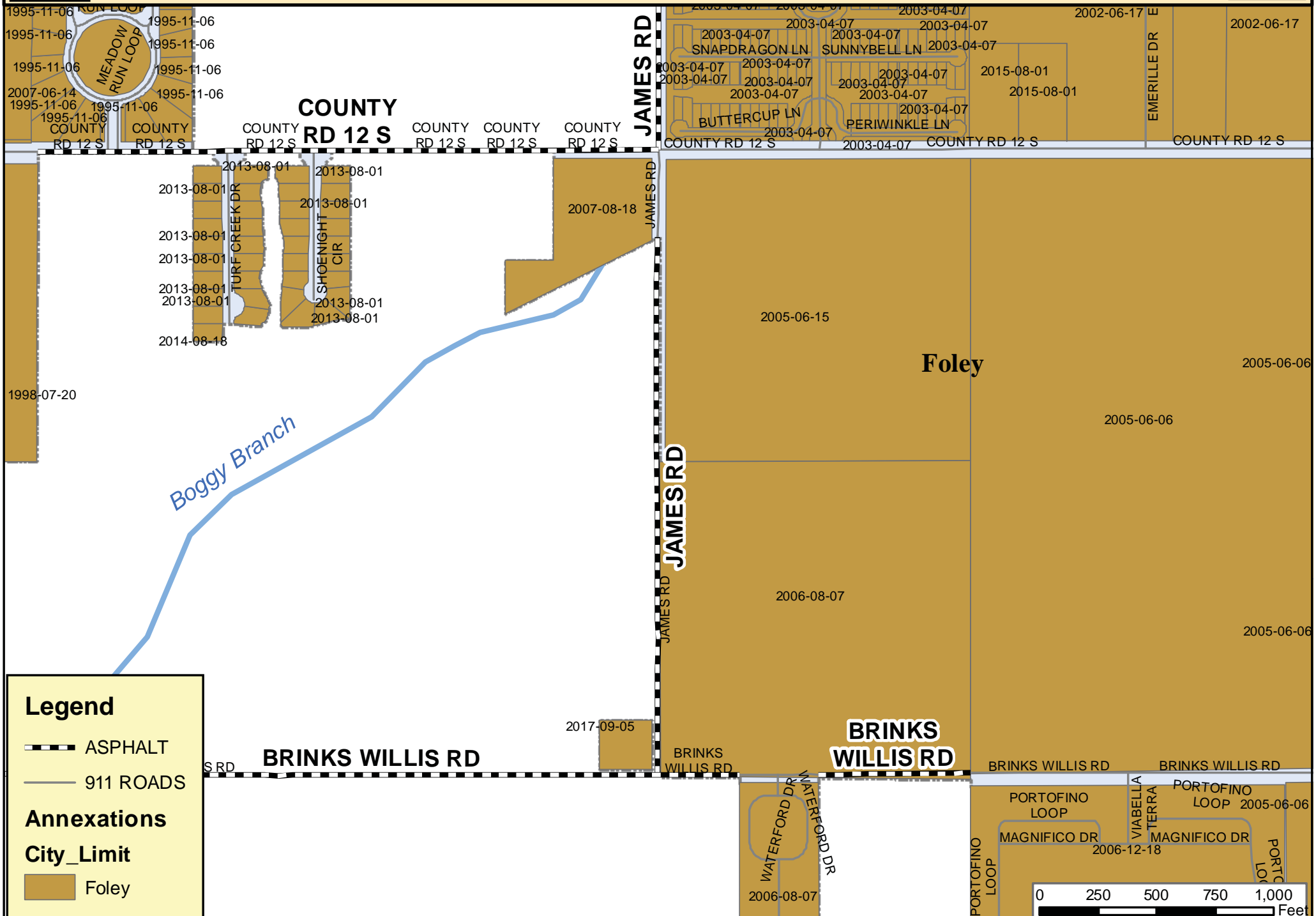
\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_



# James Rd

Exhibit A





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0732, **Version:** 1

**Item #:** C4

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

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

**Submitted by:** Audra E. Mize, Operations Support Specialist II

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### **ITEM TITLE**

Use of Gulf of Mexico Energy Security Act (GOMESA) Funds - Pavement of Dirt Roads

### **STAFF RECOMMENDATION**

Authorize the Highway Department to use Gulf of Mexico Energy Security Act (GOMESA) funds to pave the following dirt roads:

Propst Road from US Highway 31 to EOM - \$60,000.00  
Silas Ganey Road Ext. from Silas Ganey Road to EOM - \$50,000.00  
Silas Ganey Road Ext North from Silas Ganey Road Ext to EOM - \$15,000.00  
Bermuda Lane from Hunting Club Road to Oaken Lane - \$39,000.00  
Holston Lane South from Blueberry Lane to EOM - \$40,000.00  
Whispering Pines Road North from Greek Cemetery Road to EOM - \$60,000.00  
Whispering Pines Road South from Greek Cemetery Road to EOM - \$48,000.00  
Strawberry Lane from Whispering Pines Road South to EOM - \$48,000.00  
Poplar Road from End of Pavement to EOM - \$88,500.00  
Joe Foley Road from County Road 87 to US Highway 90 - \$32,000.00  
Poser Road from Brewer Road to Charolais Road - \$155,000.00  
County Road 26 from Breeman Road to County Road 95 - \$155,000.00  
Miller Lane from County Road 9 to EOM - \$75,000.00  
Williams Lane from Miller Lane to EOM - \$13,500.00  
John Bauer Road from County Road 55 west to EOM - \$50,000.00  
Magnolia Street from End of Pavement to EOM - \$7,500.00  
Juniper Street from Creek Street to Noble Street - \$12,750.00  
Jake Frank Lane from County Road 95 to EOM - \$25,500.00  
Osborne Drive from US Highway 98 to EOM - \$27,750.00  
Jackson Lane from Riverside Drive to EOM - \$8,250.00  
Rester Avenue from Cedar Street to EOM - \$6,750.00  
Cedar Street from Boykin Boulevard to Rester Avenue - \$14,000.00  
7<sup>th</sup> Street from McDonald Avenue to EOM - \$8,250.00  
Bayview Drive off End of North Road East and West - \$6,750.00  
North Road from St. Highway 180 to Bayview Drive - \$6,000.00

**See Attached Spreadsheet: TOTAL \$1,052,500.00**

### **BACKGROUND INFORMATION**

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

**Background:** GOMESA refers to Federal funds received related to the Gulf of Mexico Energy Security Act of 2006. The 25 dirt roads that the County Engineer is requesting to pave were reviewed during FY 19 budget deliberations. Paving the identified roads will help reduce environmental impacts of sediment and siltation to adjacent properties as well as reduce overall maintenance costs.

There are currently 189.38 miles of dirt roads maintained by the Baldwin County Highway Department. Paving these roads will reduce the dirt road mileage by 8.93 miles and provide paved roads for 226 households.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$1,052,500.00

**Budget line item(s) to be used:** GOMESA funds

**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?** 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:** Highway Department will handle all follow-up as deemed necessary by the County Engineer

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

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

BALDWIN COUNTY COMMISSION - HIGHWAY DIRT ROAD PAVING PROJECT PROJECTION - GOMESA

Dirt Road Paving Projects - FY 19 GOMESA (In-House Option)									
AREA 100									
ROAD NAME	DESCRIPTION	LENGTH IN MILES	WIDTH	HOUSE CT.	R/W NEEDED	TRACTS ACQ.	ADD'L. TRACTS NEEDED	EXISTING FUNDS	FUNDS NEEDED (County Material Cost)
Propst Road	from U.S. 31 to EOM	0.75	12.00	5	No	4	0	\$ -	\$ 60,000
Silas Ganey Road Ext	from Silas Ganey Rd to EOM	0.50	18.00	3/1	Yes	0	2	\$ -	\$ 50,000
Silas Ganey Road Ext N	from Silas Ganey Rd Ext to EOM	0.20	12.00	1	No	0	0	\$ -	\$ 15,000
	AREA 100 TOTAL	1.45						\$ -	\$ 125,000
AREA 200									
ROAD NAME	DESCRIPTION	LENGTH IN MILES	WIDTH	HOUSE CT.	R/W NEEDED	TRACTS ACQ.	ADD'L. TRACTS NEEDED	EXISTING FUNDS	FUNDS NEEDED (County Material Cost)
Bermuda Lane	from Hunting Club Rd to Oaken Ln	0.39	20.00	5	No	0	0	\$ -	39,000
Holston Lane S	from Blueberry Lane to EOM	0.50	20.00	7	No	0	0	\$ -	40,000
Whispering Pines Rd North	from Greek Cemetery Rd to EOM	0.40	20.00	11	No	0	0	\$ -	60,000
Whispering Pines Rd South	from Greek Cemetery Rd to EOM	0.32	20.00	14/5	No	0	0	\$ -	48,000
Strawberry Lane	from Whispering Pines Rd South to EOM	0.32	20.00	5	No	0	0	\$ -	48,000
Poplar Road	from End of Pavement to EOM	0.59	20.00	11	No	0	0	\$ -	88,500
Joe Foley Road*	from County Rd 87 to US Hwy 90	0.20	20.00	8	Yes	0	11	\$ -	32,000
	AREA 200 TOTAL	2.72						\$ -	\$ 355,500
AREA 300									
ROAD NAME	DESCRIPTION	LENGTH IN MILES	WIDTH	HOUSE CT.	R/W NEEDED	TRACTS ACQ.	ADD'L. TRACTS NEEDED	EXISTING FUNDS	FUNDS NEEDED (County Material Cost)
Poser Rd.	from Brewer Rd to Charolais Rd	1.00	20.00	13	No	20	0	\$ -	155,000
County Rd 26	from Breeman Rd to County Rd 95	1.00	20.00	13	Yes	8	4	\$ -	155,000
Miller Lane	from CR 9 to EOM	0.50	20.00	14/5	No	8	0	\$ -	75,000
Williams Lane	Miller Lane to EOM	0.18	12.00	6	No	0	0	\$ -	13,500
John Bauer Rd	from County Rd 55 west to EOM	0.50	20.00	22	No	0	0	\$ -	50,000
Magnolia St.	End of Pavement to EOM	0.10	12.00	7	No	0	0	\$ -	7,500
Juniper St.	from Creek St. to Noble St.	0.17	12.00	7/15	No	0	0	\$ -	12,750
Jake Frank Ln.	CR 95 to EOM	0.34	12.00	4	No	0	0	\$ -	25,500
Osborne Dr.	US 98 to EOM	0.37	12.00	9	No	0	0	\$ -	27,750
Jackson Ln.	Riverside Dr. to EOM	0.11	12.00	6	No	0	0	\$ -	8,250
Rester Ave.	Cedar St to EOM	0.09	12.00	1	No	0	0	\$ -	6,750
Cedar St.	Boykin Blvd. to Rester Ave.	0.14	18.00	0/1	No	0	0	\$ -	14,000
7th St.	McDonald Ave. to EOM	0.11	12.00	9	No	0	0	\$ -	8,250
Bayview Dr.	Off End of North Rd East and West	0.09	12.00	9	No	0	0	\$ -	6,750
North Rd.	St. Hwy 180 to Bayview Dr.	0.06	20.00	0/9	No	0	0	\$ -	6,000
	AREA 300 TOTAL	4.76						\$ -	\$ 572,000
		8.93						Total	\$ 1,052,500

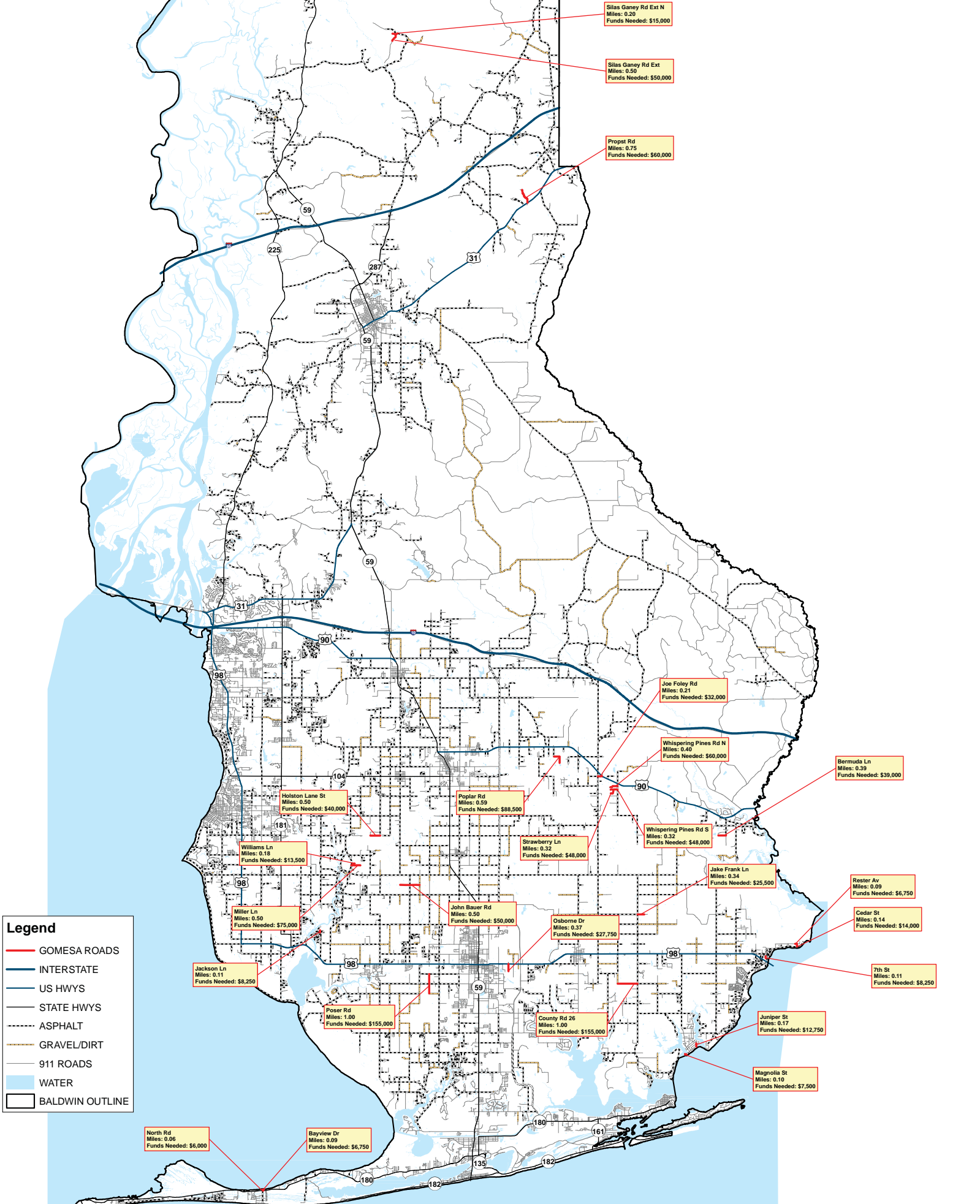
**Legend**

- GOMESA ROADS
- INTERSTATE
- US HWYS
- STATE HWYS
- ASPHALT
- GRAVEL/DIRT
- 911 ROADS
- WATER
- BALDWIN OUTLINE



# Baldwin County Highway Department GOMESA ROADS

Z:\GISB - Misc Maps\1 - Special Requests  
D - Maintenance\2018-08-03 GOMESA ROADS





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0763, **Version:** 1

**Item #:** C5

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

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

**Submitted by:** Lisa Sangster, Chief Administrative Assistant

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### **ITEM TITLE**

Town of Elberta - County Road 83 Paving Project

### **STAFF RECOMMENDATION**

Discuss the request from the Town of Elberta for County assistance on a paving project on County Road 83.

### **BACKGROUND INFORMATION**

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

**Background:** Mayor Hamby attended the March 27, 2018 and April 24, 2018 work sessions to discuss storm drainage and street improvements in the Town of Elberta. Mayor Hamby also requested County assistance on a paving project on County Road 83.

### **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**

1 COMMISSIONER CHARLES "SKIP" GRUBER: Consent.

2 MS. WANDA GAUTNEY: And that's all I have.

3  
4 **B-6 - FISCAL YEAR 2018 BUDGET AMENDMENT - BALDWIN COUNTY JUVENILE**  
5 **DETENTION CENTER (JDC) - FUNDING FOR JUVENILE PROBATION OFFICER**

6 MR. RON CINK: Next item, Mr. Chairman, is  
7 mine. This deals with a Fiscal Year 18 budget amendment  
8 dealing with the Juvenile Detention Center.

9 If you will recall, we received a letter from Chief  
10 Justice William Stewart a couple weeks ago regarding  
11 funding of a JPO officer.

12 CHAIRMAN FRANK BURT: Right.

13 MR. RON CINK: And that will -- that will take  
14 the last one off of us, with the exception of there is  
15 one more. And that deals with other counties that  
16 provide that service to us.

17 Through an inadvertent act on my part during the  
18 budget, I missed it. And this is to correct that. So  
19 and we have been collecting the money from the other  
20 counties. It's a flow-through to us.

21 CHAIRMAN FRANK BURT: Okay. Consent all right?

22 COMMISSIONER CHRIS ELLIOTT: Yes.

23 CHAIRMAN FRANK BURT: Okay. Thanks, Ron.

24  
25 **C-1 - TOWN OF ELBERTA - STORM DRAINAGE AND STREET IMPROVEMENTS**

26 CHAIRMAN FRANK BURT: And next, Mr. Joey  
27 Nunnally.

28 MR. JOEY NUNNALLY: Yes, sir. Good morning.

1 COMMISSIONER CHRIS ELLIOTT: Good morning.

2 MR. JOEY NUNNALLY: I've got an item, C-1.  
3 It's going to be from the Town of Elberta. And at the  
4 request of Mayor Jim Hamby, he's asked to discuss some --  
5 some improvements he's trying to do to County Road 83,  
6 some drainage systems and street improvements.

7 So I'm just going to hand it over to you, Mayor.

8 CHAIRMAN FRANK BURT: Good morning, Mayor.  
9 Thank you. Thanks for coming.

10 MAYOR JIM HAMBY: Thank y'all for taking time  
11 to see us. I'm going to give you a hardcopy of this  
12 report and see if we can put this on.

13 And, Mike, if you'd help with that.

14

15 \*\*\*\*\*

16 *ATTACHMENT 1 - COPY OF POWERPOINT PRESENTATION FROM THE TOWN OF*  
17 *ELBERTA*

18 \*\*\*\*\*

19

20 MAYOR JIM HAMBY: Okay. Where we -- where we'd  
21 like to start is we'd like to report to you, first of  
22 all, about at our last council meeting, we did vote and  
23 fund a position for an SRO Officer. So I wanted to  
24 report that to you, number one. That's something that we  
25 had on the agenda.

26 COMMISSIONER CHRIS ELLIOTT: Go Warriors.

27 MAYOR JIM HAMBY: Yes. Yes. Not too far or  
28 too fast.

1 And we want to report our progress toward getting  
2 cross drains under 83 and County Road 20 as well as the  
3 progress toward milling and paving the same. Go ahead  
4 and turn it to the next slide.

5 We're, again, asking the County to partner with us  
6 to get this accomplished. Where we're at right now is  
7 with the assistance of Representative Bradley Byrne, we  
8 applied for and were awarded a USDA Grant in the amount  
9 of a hundred and forty-two thousand (\$142,000) and a loan  
10 of one eighty (\$180,000). And that will cover the cross  
11 drain portion of this project, which is three hundred  
12 twenty-two thousand dollars (\$322,000).

13 The hundred and eighty thousand (\$180,000) would  
14 result in an annual payment of fourteen thousand, eight  
15 hundred and seven dollars (\$14,807) that the Town would  
16 incur on a fifteen (15) year amortization.

17 The only assistance the Town of Elberta would need  
18 from you on this portion is possibly some help with  
19 detours. Our engineers and contractors are telling us  
20 that it would cost seven (\$7,000) to ten thousand dollars  
21 (\$10,000) to cause detours in the process of changing out  
22 all these culverts.

23 So if there's any way you can help or any equipment  
24 you have along those lines that could help us with the  
25 detours, that would be greatly appreciated.

26 But, other than that, when we were here last time,  
27 we wanted you to do all the culverts for us. So we're  
28 gaining; okay? We -- we -- we are working. We have



1 rolled up our sleeves, tried to -- tried to make this  
2 project happen.

3 COMMISSIONER CHRIS ELLIOTT: Hey, Mayor, if I  
4 can real quick.

5 Joey have you seen any of this at all?

6 MR. JOEY NUNNALLY: No.

7 COMMISSIONER CHRIS ELLIOTT: Okay. As we go  
8 through it, do you mind if we kind of -- kind of check  
9 things off as we go through it?

10 MAYOR JIM HAMBY: You can check. You can  
11 write. You can -- They're yours.

12 COMMISSIONER CHRIS ELLIOTT: I just wanted to  
13 ask Joey a question on the detour signs. This is just  
14 signs that y'all need installed to help with detours  
15 during construction; is that it?

16 MAYOR JIM HAMBY: And as we do the culverts.  
17 And there's maps as we get further along.

18 COMMISSIONER CHRIS ELLIOTT: Okay. Well,  
19 I'll -- I'll be quiet then.

20 MAYOR JIM HAMBY: There are also places that,  
21 you know, obviously, we'll have to detour the traffic  
22 when we change the culverts out.

23 COMMISSIONER CHRIS ELLIOTT: Right.

24 MAYOR JIM HAMBY: And if we hire contractors to  
25 do that, they have to rent that equipment. And -- and we  
26 incur seven (\$7,000) to ten thousand dollars (\$10,000) in  
27 cost.

28 COMMISSIONER CHRIS ELLIOTT: Got you.

1 MAYOR JIM HAMBY: So if it's something that you  
2 have the capability of doing and equipment to do --

3 COMMISSIONER CHRIS ELLIOTT: Yeah.

4 MAYOR JIM HAMBY: -- that's something that, you  
5 know --

6 COMMISSIONER CHRIS ELLIOTT: We've got a little  
7 experience doing detours in this county, I promise you.

8 MAYOR JIM HAMBY: I would expect -- I expect  
9 you -- you would have.

10 MR. JOEY NUNNALLY: We -- we -- we do. And  
11 I -- And if -- and if the Commission desires, we don't --  
12 I mind helping out. We can do that. But, I mean,  
13 obviously, there's liability that comes with the signs  
14 and the detours. But y'all -- y'all understand that.

15 COMMISSIONER CHRIS ELLIOTT: Sorry to  
16 interrupt, Mayor.

17 MAYOR JIM HAMBY: Okay. No problem whatsoever.  
18 All right. If you'll got go the next slide.

19 Steps in achieving this project. Now, this is the  
20 actual paving part. We -- with the assistance of  
21 Representative Steve McMillan -- He worked really hard --  
22 and we got a hundred and fifty thousand dollars  
23 (\$150,000) from ALDOT to help us mill and pave five  
24 thousand (5,000) feet of the existing County Road 83.

25 It's part of the worst part. And the -- and the  
26 reason we came up with five thousand (5,000) feet was  
27 that the longest area we had between cross drains.

28 And because we didn't know how the timing was going

1 to happen, if ALDOT would jump in there and do it right  
2 away, we -- we -- That's the worst portion of the road.  
3 And it's five thousand (5,000) feet long.

4 Now, we asked them -- we didn't ask them for a  
5 hundred and fifty thousand (\$150,000). We asked him to  
6 help us with five thousand (5,000) feet of the road.

7 Our engineer and subcontract now are telling us we  
8 that we can do -- accomplish about forty-five hundred  
9 (4,500) feet of paving with that money, and mill a  
10 thousand (1,000) feet four (4) feet wide where the  
11 potholes are at. We can do that. So we've got that  
12 part.

13 We are also applying for a fifty thousand dollar  
14 (\$50,000) grant and a hundred and fifty thousand dollar  
15 (\$150,000) loan from the USDA for the paving portion.

16 That has been delayed, because we've waiting for  
17 Congress to fund that program. And they finally have.  
18 The grant is capped at fifty thousand (\$50,000). The  
19 loan amount can be increased enough to finish the paving  
20 of the project.

21 But if we do that, it would result in an additional  
22 fifty thousand dollar (\$50,000) payment annually for the  
23 people of Elberta. And that would be amortized, again,  
24 over fifteen (15) years.

25 The Town of Elberta is approved for temporary  
26 financing for twenty-four (24) months for the  
27 construction of all of this through Centennial Bank.

28 We did a national search. And twenty-six (26) banks

1 responded. And Centennial Bank was within three  
2 one-hundredths (.003%) of a percent of the interest rate  
3 of the lowest person that bid. And they're across the  
4 parking lot from Town Hall. So we decided to use them.

5 I thought that was a really, really cool, when you  
6 go across the whole country, and the bank in your parking  
7 lot gives you the best deal. All right. If you'd turn  
8 the next page.

9 All right. What this represents, the orange  
10 represents where we started, nine hundred and fifty-one  
11 thousand dollars (\$951,000) for the Town of Elberta.  
12 That's the cost of this project.

13 The yellow indicates the cost of the project after  
14 the USDA gave us a hundred forty-two thousand (\$142,000)  
15 for the cross drains. And then the green, the six  
16 hundred and fifty-nine thousand (\$659,000), represents  
17 the cost to the Town now after the State, through ALDOT,  
18 gave us a hundred fifty thousand dollars (\$150,000). So  
19 we're getting closer.

20 And -- and so this is, of course, what I want y'all  
21 to look at. This -- this -- this is the part, you know.  
22 Because anything you put over here makes this go down,  
23 which is good for us. So all right. If you'd turn to  
24 the next page.

25 This chart shows -- The orange is what we've already  
26 got accomplished, all these promises here. This is the  
27 one eighty (\$180,000) that we are going to do in a loan.  
28 This is one forty-two (\$142,000) USDA gave us for the

1 cross drains. And this is hundred and fifty thousand  
2 (\$150,000) that ALDOT has given us.

3 This is the hundred and fifty thousand dollar  
4 (\$150,000) loan we're trying to get from USDA for paving.  
5 And this is the fifty thousand dollar (\$50,000) grant  
6 we're trying to get from them.

7 I did this in this form to show you that if that  
8 happens, what'd you'd have to do right here, and there  
9 needs to be no zero there.

10 We're down to two hundred and seventy-nine thousand  
11 dollars (\$279,000) between the loans and the grants. If  
12 this -- if this grant and this loan takes place, we're  
13 down to trying to get this much money to finish this  
14 project.

15 We have two possible places to get that from. One  
16 is the State said that this is all they could put in the  
17 budget this year. They may possibly be able to do some  
18 in the next budget year, which would be here. And, of  
19 course, anything y'all do for us would -- would help  
20 alleviate that.

21 The next page is the map. This right here is ALDOT  
22 is going to help us. This is a view of that real bad  
23 culvert down to Dollar General, the one we had to  
24 actually put a temporary repair on.

25 You guys stopped paving right about there. And so  
26 this area is pretty much taken care of. We Xed out  
27 County Road 20 down here. Any of these -- Not because  
28 we're not going to do them. We are going to do them.

1 But we recognize that's a hundred percent (100%) the  
2 responsibility of the Town of Elberta.

3 So our main concern right now is trying to get this  
4 done. So, you know, if you guys can help with any paving  
5 in these areas, some one year, some the next year, any  
6 ideas you might have on it, on that.

7 These are the cross drains that we're dealing with.  
8 And that's why, obviously, the need for detours. And  
9 it's going to be a long detour. There is no really way  
10 around.

11 Hopefully -- I -- I talked to engineers and  
12 contractors. We want to stage everything, equipment,  
13 materials, everything we can; take those things out, and  
14 change them just as soon as we can to eliminate the  
15 inconvenience as much as we possibly can for our -- our  
16 folks.

17 Also, on this map, one thing that would be  
18 helpful -- This is the edge of Elberta. Elberta annexed  
19 a quarter of a mile in on either side of 83; okay? So  
20 this area all back in here is all county folks live back  
21 in this whole area right here.

22 And they landlocked. The only way they can get out  
23 of there is out through this road. There's a -- they're  
24 tied in by a creek back here. So, anyway, we can move to  
25 the next page. That's just another map.

26 And this -- this page here. The interesting thing  
27 about this page is the properties down 83, that portion I  
28 just told you we're talking about, there are a hundred

1 and eleven (111) properties that are in the Town of  
2 Elberta within that quarter of a mile either side.

3 There are a hundred and thirty (130) properties in  
4 that area I just described to you that's landlocked in  
5 the back that the only access they have is from that  
6 particular spot.

7 That is the assessed value of those properties in  
8 the county. This is assessed value of the ones in the  
9 town. The -- it shows the difference on property tax, if  
10 you're interested in that. This is the traffic count on  
11 the whole road system. It's about six thousand (6,000)  
12 cars a day.

13 The next page is the last time we were here, there  
14 was some dispute as to whether or not we could even ask  
15 y'all to do this. So we found this. And it says you  
16 can.

17 And the next -- if you go to the next slide, this  
18 one specifically says that you can help us. And so  
19 we're -- and then we also have in here, too, an Attorney  
20 General's opinion that shows that you can help us with  
21 this, if -- if you'd like to.

22 And that's all I have.

23 CHAIRMAN FRANK BURT: Good presentation. And  
24 you evidently, obviously, clearly accomplished a lot  
25 since we last met. And you have goal before you. And so  
26 it seems like you've travelled a long, long way.

27 And, Commissioners, I guess any consideration we'd  
28 do would be probably at budget time, which will start --

1 Ron, budget starts -- consider them in May, June?

2 MR. RON CINK: Right. July will be official  
3 deliberations.

4 CHAIRMAN FRANK BURT: Right.

5 You presented the case well.

6 But, go ahead, Commissioner Elliott.

7 COMMISSIONER CHRIS ELLIOTT: Yeah, a couple  
8 questions for Joey about 83 and the portions that are in  
9 the city or not in the city.

10 Did the City annex the entire roadbed, or is it our  
11 typical kind of snaggletooth, multi-jurisdictional issues  
12 we've got going on?

13 MR. JOEY NUNNALLY: Completely inside the city  
14 limits.

15 COMMISSIONER CHRIS ELLIOTT: Okay. These  
16 parcels along the eastern side there where the numbers  
17 are, are -- I'm trying to figure out what the blue is.

18 Mayor Hamby, is that -- that's not the city limits,  
19 is it?

20 MAYOR JIM HAMBY: It's not. Let me turn this  
21 back on. The city limits is right there at the end of  
22 that road.

23 COMMISSIONER CHRIS ELLIOTT: Yes, sir.

24 MAYOR JIM HAMBY: That's a quarter of mile from  
25 83 there. And they annexed a quarter mile that way.

26 I didn't have anything to do with that.

27 Commissioner Gruber was Mayor when it happened. So he  
28 could probably answer more questions from you.



1 But on this side, it -- it's not really as much  
2 affected. But on this side, there are a whole bunch of  
3 folks, those hundred and thirty (130) folks that I told  
4 you that are in the county that are landlocked. They  
5 have absolutely no way out of their property except to  
6 utilize this road.

7 COMMISSIONER CHRIS ELLIOTT: Okay.

8 COMMISSIONER CHARLES "SKIP" GRUBER: Yeah.  
9 That was all -- When that was annexed, it was annexed a  
10 quarter of a mile each side, including right-of-way and  
11 everything, both sides.

12 COMMISSIONER CHRIS ELLIOTT: Did y'all do that  
13 legislatively?

14 COMMISSIONER CHARLES "SKIP" GRUBER: Uh-huh.  
15 (Indicates affirmatively.)

16 COMMISSIONER CHRIS ELLIOTT: Okay.

17 COMMISSIONER CHARLES "SKIP" GRUBER: And both  
18 sides.

19 COMMISSIONER CHRIS ELLIOTT: Okay.

20 COMMISSIONER CHARLES "SKIP" GRUBER: That's  
21 when they voted to take it in.

22 COMMISSIONER CHRIS ELLIOTT: Got you. I come  
23 through there often. I know it's bad.

24 MAYOR JIM HAMBY: Yeah. I hear about it.

25 COMMISSIONER CHRIS ELLIOTT: Actually, you live  
26 down on 83, don't you?

27 MAYOR JIM HAMBY: I do.

28 COMMISSIONER CHRIS ELLIOTT: Michael, do you

1 live on 83, or you don't?

2 MR. MICHAEL HUDSON: I don't.

3 MAYOR JIM HAMBY: Turn this thing back on here.  
4 I live way up here.

5 COMMISSIONER CHRIS ELLIOTT: Uh-huh.  
6 (Indicates affirmatively.)

7 MAYOR JIM HAMBY: And it's actually in the best  
8 portion of it. You guys paved to right there.

9 COMMISSIONER CHRIS ELLIOTT: Yeah.

10 MAYOR JIM HAMBY: And then we changed -- There  
11 is another cross drain here that we changed out with the  
12 FEMA one. There is also a cross drains here that we  
13 changed out with Town money one time before. So they're  
14 not showing up on here, because they're not going to be  
15 changed. They've already been changed.

16 What was I going to tell you? Oh, my granddaughter,  
17 I had her in the back of the car in the car seat. And  
18 she found out -- She's almost three now. She found out  
19 I'm the mayor. And so she found that out. Somebody told  
20 her, I think her granny told her.

21 And so we're driving down the road, and we hit a  
22 bump in the road. And she's in the back seat in the car  
23 seat. And she said, fix that road, Paw-Paw.

24 So Paw-Paw is up here trying to get the road fixed.  
25 Well, I hear it from the oldest folks in Elberta to some  
26 of the youngest.

27 COMMISSIONER CHRIS ELLIOTT: Yes, sir.

28 MAYOR JIM HAMBY: That's all I have, unless

1 y'all have any questions.

2 COMMISSIONER CHRIS ELLIOTT: No, sir. I think  
3 Commissioner Burt's right. I mean, obviously, you know,  
4 a request of that size, it'd have to be something we take  
5 up in budget. The good news is July is when we're  
6 working -- working on budget this year, so get started.

7 MAYOR JIM HAMBY: Anyway, you guys can, you  
8 know, do it, you know, I -- I didn't know -- I don't know  
9 anything about building a road; okay? I built a lot of  
10 houses, but never built a road before.

11 But I didn't know if ALDOT was going to pave a  
12 portion of it. But, you know, obviously, they decided to  
13 send money. So I don't know how -- Well, they didn't  
14 send money. What's going to happen is we're going to  
15 build it, and they're going to pay the contractors.

16 So I don't know how you -- you would want to  
17 accomplish it, if you physically want to pave that area  
18 or if you wanted to enter some kind of contract.

19 Any of those are open to us. We can coordinate, you  
20 know, the changing of the culvert. Say, if you wanted to  
21 pave from here to there, we'd change that one first, you  
22 know, you know, coordinate, whatever -- whatever we have  
23 to do.

24 And -- and I don't know what your ideas are on if  
25 you want to help us, if you can help us, or if you decide  
26 you are going to help us, how that -- what that looks  
27 like, how you're going to accomplish that. So I don't  
28 have a clue.

1 CHAIRMAN FRANK BURT: Well, for the record,  
2 Mayor, I certainly want to help you. And I believe the  
3 other Commissioners do. It's finding a way to do it and  
4 the funds to do it with.

5 And budget time is coming up right away. And I --  
6 I -- Ron's probably already got it. And Kim's been  
7 mighty quiet over there, but she watches it day to day, I  
8 know.

9 MAYOR JIM HAMBY: All right.

10 CHAIRMAN FRANK BURT: But if that's what you're  
11 wanting, is to understand that we're not going to just  
12 ignore your request, you've gone to great effort and  
13 accomplished a lot.

14 If we didn't -- if we didn't move to help you with  
15 it -- They're all citizens of Baldwin County, whether  
16 they live in the city or -- or -- or not. And we're  
17 trying to help the citizens travel safely.

18 MAYOR JIM HAMBY: Well, we appreciate any help  
19 that you can give us. We appreciate your time. You  
20 listen to us. This is a long way from us coming up here  
21 and saying, would you do the whole thing from us -- for  
22 us.

23 I wanted y'all to know we are serious. You know, we  
24 have rolled our sleeves up. We are trying to do what we  
25 can on our end. And we have made some progress.

26 CHAIRMAN FRANK BURT: We couldn't ask for any  
27 more. I certainly don't.

28 MAYOR JIM HAMBY: Thank you very much.

1 COMMISSIONER CHRIS ELLIOTT: Thank y'all.

2 COMMISSIONER TUCKER DORSEY: Hang on a minute.

3 If I may.

4 MAYOR JIM HAMBY: Yes, sir.

5 COMMISSIONER TUCKER DORSEY: Joey, we're  
6 looking at about eighty-five hundred (8,500) feet of  
7 resurfacing down there. We got an estimate on what that  
8 overall cost would be?

9 MR. JOEY NUNNALLY: I -- I've actually worked  
10 up a cost on what it would cost us from an equipment and  
11 labor standpoint. It's actually illegal for us -- From  
12 an Attorney General's opinion, we can't buy the materials  
13 and -- and do this for the City.

14 And I'm not sure, David, if you can address the  
15 Attorney General's opinion and all that he was quoting  
16 earlier versus the one that we use that says we can't buy  
17 the materials.

18 But -- but the answer to your question is to do  
19 the -- to do the whole road from an equipment and labor  
20 standpoint, it's going to approximately be somewhere  
21 between forty (\$40,000) and fifty grand (\$50,000), just  
22 in equipment and labor.

23 COMMISSIONER TUCKER DORSEY: For us to do the  
24 resurfacing?

25 MR. JOEY NUNNALLY: Yes, sir. Now, that does  
26 not include milling. That is just the overlay. We --  
27 we do not own a milling machine, so that obviously would  
28 have to be contracted out as well. So what that cost is,

1 I do not have it.

2 CHAIRMAN FRANK BURT: And they've already gone  
3 through cost estimates on that.

4 Or -- or have you actually gotten and bids or --

5 MAYOR JIM HAMBY: No, no, no, sir. It's just  
6 our engineer talking to various --

7 CHAIRMAN FRANK BURT: Yes, sir.

8 MAYOR JIM HAMBY: -- contractors that he's  
9 worked with on other jobs and general numbers. It hasn't  
10 gone to bid yet. That forty-five hundred (4500) feet  
11 that we can pave, they are going to mill one thousand  
12 (1,000) feet just four (4) feet wide.

13 You know, it's -- the potholes seem to be on the  
14 outside on the passenger side, which is closer to the  
15 outside edge. Where the tires run, there seems to be the  
16 worst problem. They're just going to mill that area,  
17 refill it, and pave over the top.

18 MR. JOEY NUNNALLY: What we call strip  
19 patching.

20 MAYOR JIM HAMBY: See, I told you I didn't know  
21 anything about paving a road. I'm learning.

22 COMMISSIONER TUCKER DORSEY: Yeah, the old  
23 farm-to-market roads, we keep widening them, and nobody's  
24 done any base work. So that's why the shoulders are  
25 rough on the big-traffic roads, like you've got there.

26 MAYOR JIM HAMBY: This one is actually not  
27 really on the edge. It's in a little bit from the edge.  
28 It's right where --

1 MR. JOEY NUNNALLY: Wheel path.

2 MAYOR JIM HAMBY: Wheel path.

3 COMMISSIONER CHARLES "SKIP" GRUBER: Wheel  
4 ruts.

5 MR. JOEY NUNNALLY: Yeah.

6 MAYOR JIM HAMBY: Okay.

7 COMMISSIONER TUCKER DORSEY: So I'm -- so --  
8 so -- you're -- we're throwing around different numbers.  
9 You're talking forty-five hundred (4500) and I threw out  
10 eighty-five hundred (8500). I thought you were looking  
11 for whole run.

12 MAYOR JIM HAMBY: Yeah, we -- we are, actually.  
13 Let me put this thing back on again. Right here  
14 there's -- He's got fifty-one hundred (5100) feet here,  
15 but there's a little bit here to that culvert.

16 We actually asked ALDOT to help us from that culvert  
17 to that culvert, because it's -- it's the longest area we  
18 had and also the area -- longest area between the  
19 culverts, but it's also some of the worst areas in the  
20 road.

21 And of this area, our engineer is telling us the  
22 hundred and fifty thousand (\$150,000) that ALDOT gave us  
23 will pave forty-five hundred (4500) feet of it, so not  
24 quite all of it. So we'll probably stop somewhere right  
25 in there.

26 COMMISSIONER TUCKER DORSEY: Got you.

27 MAYOR JIM HAMBY: So we have to go from there  
28 to there. And then we'll have a little bit from here to

1 here. We think that we can pave this little bit from  
2 this culvert to here out of our drainage portion of our  
3 cross drains, because we've got some asphalt in there,  
4 obviously, to pave over -- over the drain.

5 So we think we can handle that. We think ALDOT will  
6 get us up to about here. We've subtracted this area,  
7 this area, and this area off of our own estimates. So  
8 basically we're looking from here to about there is -- is  
9 the area that we're still trying to get some help on.

10 COMMISSIONER TUCKER DORSEY: So, Joey, is your  
11 forty-five (\$45,000) to fifty (\$50,000), is that for the  
12 eight-five hundred (8500) feet, ninety-one (9100) feet,  
13 or the whole thing? What are y'all figuring that -- what  
14 is that number from?

15 MR. JOEY NUNNALLY: That -- the -- from Old  
16 Foley Road -- from Old Foley Road, which is right here,  
17 down -- down to this section.

18 COMMISSIONER TUCKER DORSEY: All right. What  
19 would be -- so the eighty-five hundred (8500) feet of --  
20 how much asphalt are we talking about?

21 MR. JOEY NUNNALLY: I mean, I can do some math,  
22 but it just depends on the build-up. I don't know what  
23 their engineer is saying it is as far as thickness-wise.  
24 I mean --

25 MAYOR JIM HAMBY: Inch and a half (1-1/2),  
26 twenty-four (24) feet wide.

27 MR. JOEY NUNNALLY: Just one layer?

28 MAYOR JIM HAMBY: Yeah, except for the areas



1 where -- Tell me again.

2 MR. JOEY NUNNALLY: Strip patching. So, yeah,  
3 I'd just have to look and see what their engineer is  
4 recommending.

5 COMMISSIONER TUCKER DORSEY: I mean, we've done  
6 enough resurface, ourselves. I'm trying to get a wag to  
7 figure out what are we talking about.

8 I mean, what are we really talking about moneywise  
9 for -- At our asphalt cost -- I get we can't buy it for  
10 them, just -- I'm just trying to get kind of in the  
11 ballpark.

12 MR. JOEY NUNNALLY: Ballpark --

13 COMMISSIONER TUCKER DORSEY: What are we  
14 talking about for money?

15 MR. JOEY NUNNALLY: -- probably two hundred  
16 grand (\$200,000) worth of material.

17 MAYOR JIM HAMBY: And that's, you know, if you  
18 did a forty-five hundred (4500) and that's going to cost  
19 a hundred and fifty (\$150,000), then just double that.  
20 And that would do nine thousand (9,000), would be three  
21 hundred thousand (\$300,000); right?

22 And so you've got eighty-one hundred (8100), so  
23 somewhere less than three hundred thousand (\$300,000),  
24 two fifty (\$250,000).

25 COMMISSIONER CHRIS ELLIOTT: Is it 64 that we  
26 had to do two layers on here recently? 68?

27 MR. JOEY NUNNALLY: 34 down in Fairhope we did  
28 two layers.

1 COMMISSIONER CHRIS ELLIOTT: There was one,  
2 though, 64 or 68, that ended up doing two layers on.

3 MR. JOEY NUNNALLY: Oh, I'm sorry. Yes.  
4 You're right, 64 in two layers.

5 CHAIRMAN FRANK BURT: If we could, we've got a  
6 lot more on the agenda. Commissioner Elliott needs to  
7 leave by 10:30. We've got an executive session.

8 Certainly, Mayor, we'll take this under  
9 consideration and perhaps get back with you the next work  
10 session or -- and that would give Joey time to get exact  
11 numbers and some -- Wanda and others time to come up with  
12 ways that Commissioner Dorsey would look in favorable  
13 toward trying to -- trying to help.

14 MAYOR JIM HAMBY: Thank you very much.

15 CHAIRMAN FRANK BURT: And that's what we should  
16 do, not to help you, Mayor, but for the --

17 MAYOR JIM HAMBY: For the citizen, yes, sir.

18 CHAIRMAN FRANK BURT: Good.

19 COMMISSIONER TUCKER DORSEY: And I want to brag  
20 on us. You know we're spending a whole lot of time,  
21 energy, and effort getting 87 done heading -- coming down  
22 in the south end of town as well?

23 MAYOR JIM HAMBY: That's awesome. That's  
24 awesome. If you get to the school, put in a little  
25 turning lane, that would be nice.

26 COMMISSIONER TUCKER DORSEY: Hey, you've got to  
27 ask; right?

28 MAYOR JIM HAMBY: Got to ask.

1 COMMISSIONER CHRIS ELLIOTT: John Cooper used  
2 to call Tim Kant "I need it." I think he's been  
3 replaced. I love it. Good to see you, Mayor.

4 MR. MICHAEL HUDSON: Thank you.

5 COMMISSIONER CHRIS ELLIOTT: Thanks. See you.

6  
7 **D-1 - ISSUANCE OF CREDIT CARD FOR TRAVEL RELATED EXPENDITURES**

8 COMMISSIONER CHRIS ELLIOTT: Mr. Chairman, I'm  
9 fine on giving Jesse a credit card.

10 CHAIRMAN FRANK BURT: Sir?

11 COMMISSIONER CHRIS ELLIOTT: I'm fine on giving  
12 Jesse a credit card.

13 CHAIRMAN FRANK BURT: Oh, yeah. I thought that  
14 was --

15 COMMISSIONER CHRIS ELLIOTT: That was item D-1.

16 CHAIRMAN FRANK BURT: Did we skip it?

17 COMMISSIONER CHRIS ELLIOTT: Nope. I was just  
18 getting there.

19 CHAIRMAN FRANK BURT: Okay.

20 COMMISSIONER TUCKER DORSEY: He's trying to get  
21 out of here.

22 CHAIRMAN FRANK BURT: I'm trying to help him.  
23 All right. Next. Who is doing it?

24  
25 **M-1 - HIGHWAY DEPARTMENT (ADMINISTRATION) - EMPLOYMENT OF ONE (1)**

26 **CHIEF ACCOUNTANT**

27 CHAIRMAN FRANK BURT: Joey.

28 MR. JOEY NUNNALLY: I do have an addendum.

1 MR. JOEY NUNNALLY: Okay. Item C-2 is going to  
2 be a very similar thing. But it's -- it's going to be  
3 Case Number S-17022, Bailey's Place.

4 The -- There's one road in -- in Bailey's Place that  
5 we're accepting for maintenance. It's Capra Court. It's  
6 another subdivision.

7 CHAIRMAN FRANK BURT: Okay.

8 COMMISSIONER CHARLES "SKIP" GRUBER: Consent.

9

10 **C-3 - TOWN OF ELBERTA - STORM DRAINAGE AND STREET IMPROVEMENTS**

11 MR. JOEY NUNNALLY: Item C-3 is going to be the  
12 Town of Elberta. Mayor Hamby is here to address some of  
13 these issues that he's asking to be put on the agenda to  
14 discuss the County assisting with the paving of County  
15 Road 83.

16 We brought our map here just so everybody is on the  
17 same page. This is County Road 83 here. And the Town of  
18 Elberta is wanting to make some improvements to the cross  
19 drains before they do the resurfacing here on County Road  
20 83, this section County Road 20, and these -- these two  
21 side roads here, Pilgrim and Bretz and --

22 MAYOR JIM HAMBY: North Rolling Green.

23 MR. JOEY NUNNALLY: North Rolling Green. Thank  
24 you.

25 So, as you see, the city limits here highlighted in  
26 blue. This -- this road is totally inside the city  
27 limits.

28 But, Mayor, I'll hand it over to you.

1           MAYOR JIM HAMBY: Who do I give this to? Thank  
2     you, sir. Okay. I'm going to introduce myself at this  
3     time. I know y'all know who I am, but I had a request  
4     last time.

5           I'm Mayor Hamby from Elberta. That's Mayor Pro Tem  
6     Hudson for the minute. And I want to thank you for your  
7     time today. And every time you've been so gracious every  
8     time I've come up here to talk to you.

9           I also want to thank you for working with us to do  
10    the cart path that we did right after I came into office.  
11    We put it on your right-of-way. You guy allowed us to do  
12    that.

13          I want to thank you for the intergovernmental  
14    agreement that we did to train our employees to do  
15    ditching. Mr. Hudson brought that to you. We never  
16    utilized that agreement. It motivated our people to  
17    learn how to dig their ditches themselves. But it was  
18    still helpful to us.

19          And we -- we want to thank you for the  
20    intergovernmental agreement you did on the grading.  
21    That's one of the roads we're talking about here, which  
22    was Pilgrim Road.

23          And I also want to thank you for what you talked  
24    about last time, of paving 87. That's an incredible  
25    thing that y'all are going to do for -- It's not in  
26    Elberta, but it affects Elberta. And those folks along  
27    87 consider themselves as part of Elberta. So we want to  
28    thank you for that.

1 I also mentioned about the turning lane at that  
2 school. And this showed on Facebook between the last  
3 meeting and now. I have talked to so many people about  
4 the car road -- car line road situation.

5 I found out today the school has tried to get  
6 Elberta Police Department to help direct traffic, and  
7 they refused to have. And the last time nothing. So  
8 it's -- so get contact with the mayor and flood his  
9 phone, please; okay?

10 The first day of school, we found out about this. I  
11 talked to Commissioner Gruber about it. He had ALDOT out  
12 there, and they had the drones in the sky.

13 Within a week, they had the lights retimed. Our  
14 police department has been out there every time they've  
15 been requested to be out there.

16 I talked to y'all about the turning lane. Jay  
17 Pauler from ALDOT actually went on the school campus and  
18 designed a system that they could do on there to help  
19 with the traffic problems.

20 The school has not done anything about it as yet.  
21 But they can't, because they're in school there. And,  
22 so, they may do something this summer.

23 So I was very offended when I -- when I saw this  
24 particular -- when it all gets blamed on me. Because  
25 U.S. 98 is under ALDOT's control. 87, which goes to the  
26 school, is under y'all's control; okay? And all I can do  
27 is send the police out there. And I can only ask them  
28 because I'm not the police chief.

1        So -- so I was at first very offended by this. And  
2        then I read it another way. This lady wants something  
3        done at the school; okay? And she's upset about it. She  
4        doesn't have all the facts. But she wants something  
5        done. So -- so -- so that gave me a new -- a new outlook  
6        on it.

7        And then, if you're truthful with yourself, being  
8        the mayor is a very humbling thing; okay? So the next  
9        thing I thought is I did the same thing to y'all the  
10       first time I came to talk to you about the road; okay?

11       I came up here armed with some truths, some  
12       half-truths, some colloquial rumors, and completely sure  
13       that you collectively and individually were to blame for  
14       this road that we just talked about now not being paved;  
15       okay? And I own that. And for that I'm sorry.

16       I even blamed you guys because on the north side,  
17       you paved 83, and did a beautiful job, changed all the  
18       culverts and everything and said, here, guys. Now it's  
19       yours. You take care of it. Which was a wonderful  
20       thing; okay? I blamed you because that same thing had  
21       not happened on 83 South; okay? So I was wrong for that.  
22       And for that I'm sorry.

23       And I also assumed that you knew the complete  
24       history of County Road 83 and County Road 20 and that you  
25       were intentionally not helping us. And for that I'm  
26       sorry.

27       I guess I'm a sorry mayor; okay? I had to write  
28       this down, because I don't apologize much. And --

1 COMMISSIONER CHRIS ELLIOTT: I like you Jim. I  
2 just want you to know that.

3 MAYOR JIM HAMBY: All right. The real truth is  
4 that most of you weren't even here in 2000, when we  
5 annexed this road in. And when I say we, okay, it wasn't  
6 me. I live in the same spot I live now. And they  
7 annexed me in. And I voted against it, not because I  
8 didn't want to be in Elberta, but because I was satisfied  
9 with being in Baldwin County; okay?

10 So -- and the other truth is that we're all battling  
11 to clean up something here that we inherited. So I -- I  
12 want y'all to know that I finally understand that; okay?  
13 And that if you do help correct this mess, it's -- you  
14 know, like I said, it's something that we all came in  
15 here and inherited.

16 I -- I know I scared y'all when I came in with that  
17 book today and said that boy can talk. But, my goodness,  
18 this is going to take a while.

19

20 \*\*\*\*\*

21 *ATTACHMENT 1 - PRESENTATION - TOWN OF ELBERTA*

22 \*\*\*\*\*

23

24 MAYOR JIM HAMBY: Basically what that is, is  
25 backup for what I'm telling you. It's -- it's some  
26 research we have done. There have been ten county  
27 commissioners and four mayors since Elberta annexed these  
28 roads in, in 2000.



1 County Commissioner Gruber was the mayor at the  
2 time. And, Commissioner Burt, I believe you were here at  
3 the time. But you were the only one that was.

4 So in two different articles in the local newspaper,  
5 one states -- I mean, Mayor Gruber states that the County  
6 would fix the roads before the Town would take them over.  
7 And, if they didn't, he wouldn't take them.

8 And then the other states, Mr. Burt, that the County  
9 did not have the money to fix the roads and were talking  
10 about 20, 83, also 64, and the 13 were grouped in this at  
11 the same time.

12 And I can certainly understand his position.  
13 Because y'all had nine-point-seven-five million dollars  
14 (\$9,750,000) of roads to pave and eight hundred thousand  
15 dollars (\$800,000) to accomplish that with. So it was  
16 certainly very understandable to remove these roads from  
17 y'all's to-do list.

18 And the article is quoted as saying that that would  
19 save the County about eight million dollars (\$8,000,000)  
20 by leaving -- leaving these roads off. So I'm thinking  
21 64 and 13 must have been much more expensive than ours.  
22 And I don't know how y'all ultimately resolved that issue  
23 with them.

24 The important thing here is, though, that shows that  
25 roads needed to be paved back even in 2000. So that was  
26 eighteen years ago.

27 So in 2008, Mayor Cathy asked -- was asked to  
28 prepare a list of roads that needed to be paved for

1 Pay-As-You-Go funding. He did not put 83 and 20 on the  
2 list, because they had not yet been turned over to the  
3 Town.

4 And, at the same time, the County had 83 and 20  
5 projects on a draft list for their work session. But  
6 they didn't make it through to the final -- County  
7 Commission final list for Pay-As-You-Go.

8 The referendum failed anyway. And, so, it -- it --  
9 it really didn't matter. But it -- the road didn't make  
10 it to the list.

11 In research of that, the project at that time was  
12 estimated to be nine hundred and thirteen thousand  
13 (\$913,000). We're at nine fifty-one (\$951,000) now. So  
14 I don't know what the scope of the project was. But --  
15 so, anyway, the numbers seem like they line up.

16 Later in 2008, the unrepaired roads were officially  
17 turned over to the Town for their maintenance.  
18 Commissioner Gruber made the motion. And I had a lot of  
19 heartburn about this thing, because they had not been  
20 fixed.

21 But then when we -- we got to the grant process  
22 where we're at now, if y'all hadn't have turned them back  
23 over to us, we wouldn't have been able to even attempt to  
24 get a grant.

25 I mean, that's the first thing they asked: Are they  
26 yours? Prove it. Prove -- prove it to us that they're  
27 yours. So -- so even that, what I took as a bad thing  
28 turned out to be a good thing.

1 And then Mayor Williams was coming into office at  
2 the time. And he and his Public Works Director submitted  
3 a detailed list of repairs that were needed at the time  
4 right when y'all were going to turn it over to us. And  
5 that's in that packet as well.

6 Mayor Williams approached the County, the  
7 Commission, multiple times asking for help regarding 83.  
8 And ATRIP estimates for County Road 83 repair by the  
9 County were estimated from the low nine thirteen  
10 (\$913,000) that I told you to a high  
11 one-point-two million (\$1,200,000). And that was  
12 requested in an ATRIP grant around 2014.

13 Sometime in the 2011-12 timeframe, the County  
14 Commission agreed to do large-scale road and drainage  
15 improvements on Bretz Lane. And this required  
16 acquisition of right-of-way, huge line ditch, and road  
17 paving. This was an impressive and costly project for  
18 the County to undertake, and one for which the Town  
19 should have been very grateful.

20 Before that gratitude could be expressed, a big rain  
21 came and part of 83 was washed out. And apparently  
22 litigation was threatened. The County fixed the road.

23 And, so, I think that's kind of where the wheels  
24 came off the bus a little bit. So I want to apologize on  
25 behalf of the Town of Elberta, as Mayor and personally as  
26 well. I only remember being informed of this thing after  
27 the fact. But until now, I -- I hadn't even mentioned it  
28 or done anything to make it better.

1        So, gentlemen, before we start working on the road,  
2        itself, it seems we might have more to repair than just  
3        the road. We need to work on our relationship and get  
4        the County and Elberta back where they need -- we need to  
5        be to continue to work together.

6        So on another item in Fo-berta -- okay -- okay.  
7        That's what folks calling the area between Foley and  
8        Elberta. In the county on County Road 20 by Wilson Road,  
9        there have been several major accidents at that road.

10       It looks really benign. Just a road that comes from  
11       the south into 20. It looks really benign. But there is  
12       a grant out there for, you know, safety things. And I  
13       just wanted to put that on your radar. That's not a  
14       request. Don't use up one of my requests on that. I  
15       just -- just for information. So --

16       COMMISSIONER CHRIS ELLIOTT: Jim, as long as we  
17       can put Fo-berta on the app.

18       MAYOR JIM HAMBY: Yes, sir. Put Fo-berta on  
19       the map. That would be good.

20       COMMISSIONER CHRIS ELLIOTT: On -- on the  
21       application.

22       MAYOR JIM HAMBY: So -- and then part of the  
23       reason I wanted to be here was to clarify some things  
24       that I had told you last time, and then also to inform  
25       you of some -- some things that have happened even since  
26       the -- the last time I've been here.

27       Commissioner Gruber and I had a discussion after our  
28       last meeting, and he had some questions. And, so, that's

1 the reason all the documentation is in there, so you guys  
2 can figure that out.

3 Now, if we'll turn on Slide Number 13 -- you can  
4 find Slide Number 13. All right. This is Slide Number  
5 13. This is a low-tech map; okay? We had a high-tech  
6 map last time and none of us could read it, so we made a  
7 low-tech map; okay?

8 This is part of our project. This is down on 20.  
9 And this is the area that the Town -- the engineer X'd it  
10 out. And I -- I had a lot of grief about it being X'd  
11 out, like we weren't going to do it.

12 The Town of Elberta is going to take this on  
13 themselves. This is -- this denotes a cross drain here.  
14 So the Town of Elberta is going to take care of this and  
15 this. The Town of Elberta is going to take care of this  
16 paving and this drain.

17 ALDOT is going to take care of this portion. They  
18 gave us a hundred and fifty thousand dollars (\$150,000)  
19 towards this portion of the road. So we're thinking to  
20 get right there.

21 And we are going to go out to bid on that within the  
22 next week or two. So this will be the first part of the  
23 project that is actually going to be paved.

24 Shortly after that, the cross drains will start  
25 coming in under the -- that's -- under the USDA grant  
26 that we have gotten. Thank you.

27 And, so, then this is the portion, all these roads  
28 here Elberta is going to take care of, all the blacks

1 ones. And all the cross drains Elberta is going to take  
2 care of; okay?

3 And the green portion is the proper part of Elberta.  
4 Okay. And this is the blue portion that I use the term  
5 landlocked.

6 What it is, is basically those folks right here are  
7 blocked by this creek right here and they have no way to  
8 get out but in here; okay?

9 The folks in the green are a hundred percent (100%)  
10 Elberta, okay, and than a hundred percent (100%) Baldwin  
11 County; okay? These folks over here are a hundred  
12 percent (100%) Baldwin County.

13 But I would submit to you they're a hundred percent  
14 (100%) Elberta. If you ask anybody that lives over here,  
15 they're going to tell you they're from Elberta.

16 They're not going to tell you, I'm landlocked  
17 between Fo-berta and Elberta; okay? So there's a hundred  
18 and thirty (130) pieces of property here and one hundred  
19 eleven (111) in -- in -- in our part; okay?

20 This right here is where Mayor Hamby lives, right  
21 here; okay? I lived here back before the road was  
22 annexed and I still live here; okay?

23 My daughter is wanting to buy a piece of property  
24 somewhere back in here. My son is in the real estate  
25 business and has got a piece of property for sale right  
26 here.

27 Right here our -- one of our council members, Steve  
28 Kilpatrick, lives on the corner. We're going to pave the

1 road here and here and two sides of his house. So he was  
2 actually the chairman of the annexation committee in  
3 2000. So that's just a little side note.

4 This is the best end of the road. You guys did  
5 fixed it perfectly to right there. I've got big  
6 vehicles, trucks. I can drive down that road if it was  
7 dirt; okay? So it's -- it's not an issue about me  
8 wanting to get my road paved.

9 We want to pave Illinois Street next year over by  
10 the school, the nice new addition that y'all are putting  
11 on our school, on our high school. That road is a half  
12 mile long.

13 It's -- it -- it -- it's -- in the beginning  
14 blocked. It's a thirty (30) foot right-of-way with an  
15 eighteen (18) road. Then it steps out to a fifty (50)  
16 foot right-of-way with a sixteen (16) foot road. And you  
17 can literally see the dirt through the asphalt. It's  
18 about that thick.

19 Y'all are putting a culvert on the end of it right  
20 now. We didn't even ask for that, and y'all are doing  
21 it. So thank you.

22 We're going to pave that road. We're going to try  
23 to pave that road; okay? The man that's on my Board of  
24 Adjustment lives on the first lot. The next lot you go  
25 down, okay, my Planning and Zoning Facilitator lives  
26 there.

27 On the property behind it, accessing the same road,  
28 is where one of my council members lives there. The next

1 house you come to is Mr. Gruber's house; okay? And then  
2 another house down here, so another council member that  
3 lives on that road.

4 And the majority of people on that road, based on  
5 the signage, did not vote for Jim Hamby; okay? But we  
6 need to pave that road for the school; okay? So the  
7 matter of who lives where really kind of I don't guess  
8 matters as much; okay?

9 Now if we could go to the next slide. All right.  
10 I'm sorry.

11 COMMISSIONER TUCKER DORSEY: So, Jim, are we  
12 paving a bunch of roads for elected officials?

13 MAYOR JIM HAMBY: I don't know. We -- we did  
14 use some BP money one time to pave a bunch of roads in  
15 Elberta. And I had nothing to do -- I promise -- with  
16 the choice of the roads.

17 In fact, we vehemently opposed which roads were  
18 being paved. I would have rather put the money towards  
19 this project. But there was a council member that lived  
20 on the every road or owned property on every road. So --

21 MR. CLIFF MCCOLLUM: Is that the one I got the  
22 Press Association award for?

23 MAYOR JIM HAMBY: Well -- sir?

24 MR. CLIFF MCCOLLUM: Was that the one I got the  
25 Press Association award for?

26 MAYOR JIM HAMBY: Yeah. And -- and that -- and  
27 Cliff got a -- a Press Association award for that story  
28 about paving the wrong road.



1       You know, that was another side to the story. I --  
2       again, I -- I was fighting against that. I wasn't part  
3       of it.

4       So now -- so basically what we're asking --  
5       basically what we're asking for you -- for y'all's help  
6       with now is -- is this or a -- a portion of this. I was  
7       very encouraged -- I always want to say Tucker; okay?

8               COMMISSIONER TUCKER DORSEY: You can.  
9       Everybody else --

10              MAYOR JIM HAMBY: I'm sorry.

11              COMMISSIONER TUCKER DORSEY: I told everybody  
12       else to.

13              MAYOR JIM HAMBY: I know. You're like Elvis.  
14       They just -- they --

15              COMMISSIONER CHRIS ELLIOTT: Or Oprah or Cher.

16              MAYOR JIM HAMBY: So I was very --

17              COMMISSIONER TUCKER DORSEY: You brought your A  
18       game today. I'll give you that.

19              MAYOR JIM HAMBY: I was very encouraged that  
20       you asked how much it cost to pave the rest of the road.  
21       Not so impressed with your math, though, because when I  
22       added -- you added eighty-one hundred z(\$8100) and I  
23       added eighty-five hundred (\$8500).

24              And then our engineer was telling us that ALDOT --  
25       we asked for five thousand (5,000) feet here and they're  
26       saying the money that ALDOT is providing is only going to  
27       do forty-five hundred (4500).

28              But we'll know for sure soon, because we're going

1 out to bid. So there's about nine thousand (9,000) feet  
2 from here to there is what I'm getting at.

3 And -- okay. Now, if we can now look -- if I could  
4 show you how, for about two hundred thousand dollars  
5 (\$200,000), y'all could pay for half of this total  
6 project, would you be interested? And if you do, I've  
7 got some vacuum cleaners in the car I want to sell you  
8 afterwards.

9 All right. If you can go to Slide Number 9, please.  
10 All right. This is where -- this is where we're at. We  
11 started at nine hundred and fifty-one thousand  
12 (\$951,000). All right.

13 When we first started, we just -- we don't have the  
14 money. Let's go borrow the money, okay, nine hundred and  
15 fifty-one thousand (\$951,000). What's the payments;  
16 okay? The payments are eighty thousand dollars (\$80,000)  
17 a year. So we realized we had to do something else.

18 We went through a bunch of different scenarios. And  
19 this is where we're at now. This area right here is  
20 where we're at now. We did get this loan and grant.

21 And -- and I told you this wrong last time, I have  
22 to say. I was saying a hundred and forty-two thousand  
23 dollar (\$142,000) grant and a hundred and eighty thousand  
24 dollar (\$180,000) loan. It's actually a hundred and  
25 eighty thousand dollar (\$180,000) loan and a hundred and  
26 forty-two thousand dollar (\$142,000) grant.

27 The significance of that is if we don't spend the  
28 hundred and eighty (\$180,000), we don't get the hundred

1 and forty-two (\$142,000); okay? That'll come in play  
2 here in a minute.

3 So if you take this payment for that hundred and  
4 eighty thousand dollar (\$180,000) loan -- ALDOT gave us  
5 that hundred fifty thousand (\$150,000); okay? And then  
6 we applied for a six hundred and twenty-nine thousand  
7 dollar (\$629,000) combination guarantee, a five hundred  
8 and seventy-nine thousand dollar (\$579,000) loan, a fifty  
9 thousand dollar (\$50,000) grant and we got that. We got  
10 that since we were here last time.

11 We -- This is more money than we need to do the  
12 project; okay? And what happened is we applied for this  
13 and this. And this would have done the project by  
14 itself. ALDOT came along and gave us the hundred and  
15 fifty thousand (\$150,000) in here. So we've been awarded  
16 all of this.

17 And, so, that's going to leave a hundred thousand  
18 dollars (\$100,000) left over and the fifty thousand  
19 dollar (\$50,000) grant. Because unless we spend five  
20 hundred and seventy-nine thousand dollars (\$579,000)  
21 first, we don't get the fifty thousand dollar (\$50,000)  
22 grant.

23 So using just four hundred and seventy-nine thousand  
24 dollars (\$479,000) of all this money, the payment would  
25 be thirty-nine thousand dollars (\$39,000).

26 So doing that -- take that and add it to that, it  
27 comes with an annual payment of fifty-four thousand  
28 dollars (\$54,000) for the Town of Elberta.

1 And that's amortized over the next fifteen (15)  
2 years. It's still good because we started at eighty  
3 thousand (\$80,000) a year and now we're down to  
4 fifty-four thousand (\$54,000). So we're headed in the  
5 right direction, folks.

6 Now, this is what I -- what I wanted to show you;  
7 okay. We had always intended to get this grant, reduce  
8 it to a hundred fifty thousand dollar (\$150,000) loan and  
9 a fifty thousand dollar (\$50,000) grant because that is  
10 the maximum.

11 I mean, that's the sweet spot. That's where you get  
12 all the grant money and the loan money. So if we -- if  
13 we take the three twenty-two (\$322,000), we're down to  
14 this.

15 ALDOT took a hundred and fifty (\$150,000) off.  
16 We're up to four seventy-nine (\$479,000). If we get  
17 y'all in this two seventy-nine (\$279,000) okay -- I told  
18 you two hundred (\$200,000) -- and you said, this dadgum  
19 guy, he's lied already -- we have in our construction, we  
20 have a -- a construction contingency of almost  
21 seventy-five thousand dollars (\$75,000).

22 We hope that you can help us with the detours. So  
23 if you could help us through -- And we -- we'll have to  
24 look at legal on this -- some kind of purchase  
25 agreement -- which, the way I'm reading the Attorney  
26 General's opinion, that can be done with an agreement,  
27 and you can help us purchase some of these materials  
28 cheaper, then maybe this construction contingency goes

1 away.

2 Plus the cost of the detours for y'all is  
3 considerably less than us. Take that off the two  
4 seventy-nine (\$279,000). Now you're down to  
5 approximately two hundred thousand dollars (\$200,000) it  
6 would cost the County.

7 That would leave us two hundred thousand dollars  
8 (\$200,000) left for Elberta to pay. And then we would  
9 refuse this high-dollar grant, possibly and reapply for  
10 this one; okay?

11 And if we -- all that happens, okay -- And that's a  
12 big if. I understand. If all that happened, the  
13 payments would go down to twenty-seven thousand dollars  
14 (\$27,000) a year instead of fifty-four thousand dollars  
15 (\$54,000).

16 So for -- for two hundred thousand dollars  
17 (\$200,000), you -- you guys could reduce the cost on the  
18 citizens by half.

19 This four thousand dollars (\$4,000) we'd have to add  
20 to that twenty-seven thousand (\$27,000) if we were not  
21 able to get this grant because that's what the payments  
22 are on the fifty thousand (\$50,000).

23 So, anyway, that's where we're at. And that's  
24 what -- what we're asking. And, if you would, skip over  
25 to Slide Number 15, please. All right.

26 That's -- this is -- I assume you guys all know  
27 this, but I highlighted this: The County Commission of  
28 any county with consent or permission of the city council

1 governing body and municipality may establish -- or  
2 whatever.

3 I just put this up here to show you Slide Number 17,  
4 I believe it is, that we passed a resolution giving you  
5 that permission. So that's no longer a roadblock.

6 If you go to Slide Number 18, this is a resolution  
7 that I asked my council to give me to ask for an Attorney  
8 General's opinion if there's any legal issues, any  
9 reasons you guys think that we can't do, you know, some  
10 agreement or anything we need to get clarified to  
11 accomplish the agreement.

12 That's -- I -- I have the authority given by my  
13 council to ask for a legal opinion, Attorney General's  
14 opinion on that.

15 And if you'll go to Slide Number 19, this -- this is  
16 a relatively minor amount that you see. But this is what  
17 we've done to try and maintain these roads, you know,  
18 since October of 2016. So you can see a timeline of  
19 where we've actually tried to do some things.

20 And then Slide Number 22 -- 20 to 22, this is just  
21 what the road looks like. That's what that culvert looks  
22 like right there at the south end by 20. It has huge  
23 holes in it.

24 We had to take it off and put a piece -- a piece of  
25 metal over and put concrete over it, refill it. And --  
26 and it's really scary. It -- it looks like it's -- I'd  
27 be scared to drive a big truck over it. And I'm  
28 responsible for that. There -- there's the hole in the

1 culvert.

2 And then, if you would, go to Slide Number 23. And  
3 I don't know if you have sound. But if y'all will be  
4 real quiet and push play -- well, I don't guess it's  
5 going to do it.

6 But that's my granddaughter. She's the one that got  
7 on to me and said, fix the road, Paw-Paw. So -- and I --  
8 and I'm going to ad lib a little bit and add some words  
9 that she didn't say; okay?

10 If you don't fix the road, Paw-Paw, you know, I have  
11 to ride my pony down there because you can't drive the  
12 truck.

13 And that -- that's all I have. I'd ask for any help  
14 that you can give us on that. If you guys could do that  
15 nine thousand (9,000) feet, that would be absolutely  
16 incredible.

17 And I know you did some work, you know, to come up  
18 with some prices on that. It'd be great if we would do  
19 that. And here's your pointer. Any questions.

20 (No response.)

21 MAYOR JIM HAMBY: Thank you.

22 COMMISSIONER CHRIS ELLIOTT: Thanks, Mayor.

23 CHAIRMAN FRANK BURT: Good presentation, Mayor.

24 MAYOR JIM HAMBY: Well, thank you.

25 CHAIRMAN FRANK BURT: You covered it all.

26 Okay.

27 MAYOR JIM HAMBY: Thank you.

28 COMMISSIONER CHARLES "SKIP" GRUBER:

1 Mr. Chairman, I think, you know, we've -- we've -- we've  
2 told the Town of Elberta before, you know, that we have  
3 budget coming up in July, in that time period. And  
4 that's when we would have to make that consideration.

5 Because they don't have it budgeted this year. So  
6 that would have to be something that would have to be  
7 looked at during that budget time.

8 Also, during the -- in the same thing, you know, the  
9 money would have to come from -- from the County's  
10 Highway Department. So you'd be competing for projects  
11 that's in the county, also.

12 MAYOR JIM HAMBY: I understand.

13 COMMISSIONER CHARLES "SKIP" GRUBER: Yeah. So,  
14 I mean -- so, you know, we've got projects, too. So, I  
15 mean, you -- it'd be a -- you'd be in competition with  
16 them. So --

17 MAYOR JIM HAMBY: Right.

18 COMMISSIONER CHARLES "SKIP" GRUBER: But, I  
19 mean, you know, I think that's -- your -- your request  
20 was to do that. And we told you we would -- in -- when  
21 it comes budget time, we would -- we would consider  
22 it at -- at that point.

23 MAYOR JIM HAMBY: Okay. And here's -- I guess  
24 here's what I would like to ask. And, of course, you  
25 know, I always ask for more than a lot of times I get.  
26 But that doesn't bother me.

27 I would ask you to consider paving the road and to  
28 vote on that and to fund it out of next year's budget,



1 but commit to it before the timeframe you're talking  
2 about for this reason: We would like to reapply for that  
3 loan and grant, that hundred thousand (\$100,000) and  
4 fifty thousand dollar (\$50,000) grant. We would like to  
5 reapply for that. And that would give us time to do  
6 that.

7 And, so, we -- we can't refuse the grant and the  
8 loan that we've got and take a chance on y'all not doing  
9 anything. Because if y'all made a decision to do  
10 something for us ahead of that time, we would have time  
11 to reapply for that grant and effectively get fifty  
12 thousand dollar (\$50,000) grant money from the Federal  
13 Government. We -- we would have a really good shot at  
14 that.

15 If we wait until the next budget year and y'all vote  
16 on it then, we would be -- we would be forced to keep the  
17 existing loan that we've got in place, which would throw  
18 away a -- the chance at getting that fifty thousand  
19 dollar (\$50,000) grant.

20 And there is documentation in your book that that --  
21 that is a possibility for us to reapply for that grant.  
22 It's not a hundred percent (100%) guaranteed by any  
23 stretch of the imagination.

24 But I would like to think if -- you know, if you  
25 agreed -- already agreed to give me a five hundred and  
26 seventy-nine thousand dollar (\$579,000) and a fifty  
27 thousand dollar (\$50,000) grant, if I'd have said, whoa,  
28 whoa, wait a minute. All I need is a hundred and fifty

1 thousand dollar (\$150,000) loan and a fifty thousand  
2 dollar (\$50,000) grant, I would think you would be  
3 inclined to do that. I could be wrong.

4 COMMISSIONER TUCKER DORSEY: Your five hundred  
5 and seventy-nine thousand dollar (\$579,000) loan is just  
6 about free money. And that's the best deal on the Planet  
7 Earth for financing a road project.

8 MAYOR JIM HAMBY: Yeah. Right.

9 COMMISSIONER TUCKER DORSEY: I mean, y'all are  
10 at less than point-one-three percent (.13%) in interest.  
11 I mean, there isn't anything to talk about. You got an  
12 extra hundred grand (\$100,000) in that loan.

13 MAYOR JIM HAMBY: But --

14 COMMISSIONER TUCKER DORSEY: You can go do  
15 roads with it.

16 MAYOR JIM HAMBY: We are -- we are limited to  
17 the scope of the project that we -- that we submitted.  
18 And the interest rate is two-point-seven-five percent  
19 (2.75%). And it possibly may be three (3%) by the time  
20 we close the loan, which is still cheap money. But it's  
21 not free money.

22 COMMISSIONER TUCKER DORSEY: Well, then that  
23 one is not a fifteen (15) year am then.

24 MAYOR JIM HAMBY: Yeah, it is. And -- and the  
25 reason we came up with a fifteen (15) year amortization,  
26 I made that decision, myself, based on the recommendation  
27 of the engineers.

28 COMMISSIONER TUCKER DORSEY: No. I think

1 that's a good --

2 MAYOR JIM HAMBY: They said --

3 COMMISSIONER TUCKER DORSEY: I think that's a  
4 good call.

5 MAYOR JIM HAMBY: -- fifteen (15) to  
6 twenty (20) years, you know. And the road, I -- the  
7 other thing I would say about, you know, competing with  
8 the other projects in -- in the county is the road needed  
9 to be paved in 2000, which would -- and -- and I have no  
10 data to back this up.

11 But if you guys were looking at paving it in 2000,  
12 then I would say it was fifteen (15) to twenty (20) years  
13 old at that point. And, if it was, then it's eighteen  
14 (18) years since. So it -- it's -- it's -- it's pretty  
15 long in the tooth. It -- it -- it need to be repaired.

16 COMMISSIONER CHRIS ELLIOTT: Mayor, there's no  
17 question the road is in bad shape and needs to be  
18 repaired. I will tell you from a -- you're -- you're  
19 asking us to approve, at least tacitly, funding or making  
20 a commitment at this point outside of our budget cycle.  
21 And that's the -- really the whole point of our budget  
22 cycle is to --

23 MAYOR JIM HAMBY: Yeah.

24 COMMISSIONER CHRIS ELLIOTT: -- go through  
25 and -- and make those decisions. We spend all summer, it  
26 seems --

27 MAYOR JIM HAMBY: Yeah.

28 COMMISSIONER CHRIS ELLIOTT: -- doing that.

1 It's just I -- it's not something I can do, is to make a  
2 guarantee to you that that'll be -- that that -- I can't  
3 make that guarantee to you now.

4 MAYOR JIM HAMBY: Yeah.

5 COMMISSIONER CHRIS ELLIOTT: I understand the  
6 need. I understand the road. I travel it frequently.  
7 I -- I got it. I just can't commit funds from a budget  
8 that we haven't even had the budget negotiations on, much  
9 less adopted the budget and appropriated the money.  
10 We're just --

11 MAYOR JIM HAMBY: Yeah.

12 COMMISSIONER CHRIS ELLIOTT: I -- I -- I mean,  
13 I don't think this body can do that.

14 MAYOR JIM HAMBY: Okay. Well, I -- I -- I can  
15 certainly understand that. I -- I think that you're --  
16 you guys are doing a great job paving roads. And I think  
17 you shoot to pave a hundred (100) or a hundred and ten  
18 (110) miles of roads a year.

19 And -- and this is less than two (2) miles of road.  
20 And I would submit that it's the worst two (2) miles of  
21 road --

22 COMMISSIONER TUCKER DORSEY: It's also your  
23 road.

24 MAYOR JIM HAMBY: -- that you would pave. So  
25 that's -- you know, I -- I -- you know. I -- I think  
26 that there's an argument that we should be towards the  
27 front of the line, if -- if you guys want to help us with  
28 it. And we would appreciate anything you can do.

1 COMMISSIONER CHRIS ELLIOTT: I think especially  
2 when we start looking at detours and things like that,  
3 there may be some ways we can help.

4 We've got to look at the material and the -- you  
5 know, that's -- that's going to get us in, you know -- in  
6 some trouble, legally, I think.

7 Don't you?

8 MR. JOEY NUNNALLY: Yeah. There -- there is an  
9 Attorney General's opinion out there where we can't  
10 really supply them materials. And which is a little  
11 different that the Attorney General that the Mayor had  
12 brought up here earlier.

13 To help them out with the detours, signage. That's  
14 not a big deal for us. We can do that pretty -- pretty  
15 conveniently.

16 COMMISSIONER CHRIS ELLIOTT: Uh-huh.  
17 (Indicates affirmatively.)

18 MR. JOEY NUNNALLY: We don't want to get into,  
19 you know, flagging traffic for a contractor or for  
20 someone else from a liability standpoint. But to -- to  
21 put up detour signs is something we can help with.

22 MAYOR JIM HAMBY: Yeah. From our engineer's  
23 standpoint, he said during the paving process, the  
24 flagging, that's no problem. The contractor is normally  
25 used to doing that.

26 The main thing they wanted the detours for was when  
27 we do the cross drains, you know, when the road is  
28 completely shutdown. And, so, that's -- that's when

1 we -- when we needed to have it.

2 MR. JOEY NUNNALLY: We -- we can put up signs  
3 and then let your -- and bag them and then let your  
4 contractor just pull the bags on and put them off when --  
5 as needed, you know. We -- I mean, that's -- that's --  
6 that's not a problem.

7 COMMISSIONER CHRIS ELLIOTT: And -- and it's  
8 likely the detours will be on county roads, anyway;  
9 correct?

10 MR. JOEY NUNNALLY: That's correct.

11 MAYOR JIM HAMBY: I would like to ask this  
12 question. Tucker -- Commissioner Dorsey asked how much  
13 it would pave -- cost -- to pave that road. Did -- Were  
14 you able to come up with those figures? And I -- and did  
15 you -- did you figure eighty-one hundred (8100) feet or  
16 nine thousand (9,000) feet or whatever, what --

17 MR. JOEY NUNNALLY: We --

18 MAYOR JIM HAMBY: -- what it would cost? I'm  
19 interested in that to know if I'm getting a good deal  
20 from when -- when we pave the other portion.

21 MR. JOEY NUNNALLY: Yeah. We -- we figured it  
22 from here to here; okay? We were taking out the -- the  
23 asphalt, the -- the ALDOT section in here, so we just  
24 figured whole length.

25 MAYOR JIM HAMBY: Okay.

26 MR. JOEY NUNNALLY: And -- and it's going to be  
27 right at three hundred grand (\$300,000). And that's for  
28 an inch and a half overlay with a -- with milling.

1 Because it -- it would need to be milled with the  
2 condition of the existing asphalt.

3 MAYOR JIM HAMBY: All right. So the -- so the  
4 County can do it considerably cheaper than we can.  
5 Because that is nine thousand (9,000), ten thousand  
6 (10,000), fifteen thousand (15,000) feet approximately,  
7 the whole road is. And forty-five hundred (4500) feet is  
8 going to cost us half of what you just said.

9 So, again, that's the argument for us. You know, if  
10 there is some legal way that we can work together to  
11 accomplish this, that would -- that would -- that -- that  
12 would help tremendously.

13 And if there is an area that we need to get a  
14 specific Attorney General's opinions for this project, we  
15 can certainly request that. I -- I -- I just need to  
16 know what -- what -- you know, what your issue is or, you  
17 know -- or what -- you know, what your concern is.

18 And -- and I know when you have an Attorney  
19 General's opinion that's related to another case, and  
20 then you take it and apply it to your circumstance, so  
21 this is, in many ways, a unique circumstance.

22 Some ways are similar to others. But, in many ways,  
23 it's a unique circumstance that I think that requires an  
24 Attorney General's opinion. But we would be happy to do  
25 that. We just want to make sure that when we make the  
26 request, we address the particular issue that y'all -- is  
27 of your concern.

28 MR. JOEY NUNNALLY: Just to -- just -- just

1 food for thought, I just wanted to clarify a couple of  
2 things the Mayor said about the school and the school  
3 traffic and the signaling when you first began.

4 We -- we -- just past this week, we did get a letter  
5 from Superintendent Eddie Tyler about requiring --  
6 requesting some assistance with the traffic conditions  
7 down there.

8 So we're actually looking at that right now and  
9 coming up with a -- with an estimate and a plan. The --  
10 the -- the layout that you saw that you said was done by  
11 ALDOT was actually done by us.

12 MAYOR JIM HAMBY: Okay.

13 MR. JOEY NUNNALLY: We -- we drafted that out  
14 in just a really broad scope plan to handle the traffic  
15 and handed that to Ms. Brazil, which is the principal at  
16 the elementary school there.

17 And -- but they've -- they've increased the number  
18 of students there dramatically. And it has caused a  
19 traffic problem there at 87 and 98. And we did do some  
20 traffic signal adjustments, which handled that for a long  
21 time.

22 She just told me last week that we're getting more  
23 issues, so we're sending the guys back down to look at  
24 the signal timing again to make some fine tune  
25 adjustments.

26 But she's also, through the Superintendant, has  
27 asked for some assistance on making some traffic  
28 improvements down there. And we're looking at developing



1 a cost for that. And we'll bring that to you in the near  
2 future.

3 COMMISSIONER CHRIS ELLIOTT: Good. Because  
4 Ms. Warner isn't just bothering you, by the way.

5 MAYOR JIM HAMBY: Well -- oh, no. This was --  
6 I had redacted the name. And, like I said, I -- I do get  
7 blamed for things that sometimes I have no control over.  
8 But -- but, anyway, that happened since the last time we  
9 were out here. So --

10 COMMISSIONER CHRIS ELLIOTT: Got you.

11 MAYOR JIM HAMBY: -- there are folks that are  
12 upset about it. There are -- The school size did double  
13 from four hundred (400) students to eight hundred (800)  
14 students. I don't know how many parents that equates to.  
15 But I'm pretty sure all of -- all of them would  
16 appreciate anything that you could do to help.

17 MR. JOEY NUNNALLY: All of them are car riders.  
18 So --

19 MAYOR JIM HAMBY: There are an inordinate  
20 number of car riders at that school. And -- and the  
21 school maybe could speak to that. But it does seem like  
22 everybody wants to drive their kids --

23 MR. JOEY NUNNALLY: Yeah.

24 MAYOR JIM HAMBY: -- to school instead of  
25 sending them on the bus.

26 COMMISSIONER TUCKER DORSEY: Terry, do you need  
27 a pen to write that down with?

28 MR. TERRY WILHITE: No. I got it.

1 COMMISSIONER TUCKER DORSEY: Okay.

2 MR. TERRY WILHITE: It's locked in.

3 CHAIRMAN FRANK BURT: And we have, in times  
4 past, if the municipality furnished the asphalt, paid for  
5 the asphalt, then we would furnish the labor and  
6 equipment. We've done that on many occasions.

7 Now, it takes three votes out of four to do that.  
8 But that certainly is A possibility.

9 MAYOR JIM HAMBY: Well, if y'all are interested  
10 in doing that, it's now or at some point in the future we  
11 are going out to bid on that hundred and fifty thousand  
12 (\$150,000) ALDOT portion is going to be paved.

13 And then once, you know, we need to do that with  
14 y'all or with a -- a contractor. But then the cross  
15 drains will come in next. And then all the rest of the  
16 paving will be probably done at one time.

17 So, at that point, if -- if the Town paid for the  
18 asphalt and then the County did the labor, that would --  
19 you know, that would be a help. However, we can get  
20 there from here. Mr. Chairman, we need a motion.

21 COMMISSIONER TUCKER DORSEY: Well, we've  
22 already proven that we're much more expensive doing it  
23 inhouse than having a contractor do it. I don't know  
24 that that's the right answer.

25 MAYOR JIM HAMBY: Our engineer is saying --  
26 which a hundred and fifty thousand (\$150,000) will do  
27 about forty-five hundred (4500) feet. But they're  
28 bidding it by unit price.

1 And, so, in other words, if it'll pave five thousand  
2 (5,000) feet, we're going to pave five thousand (5,000)  
3 feet. You know, we -- what we're -- we're asking our  
4 contractors to bid how far can you -- essentially, not  
5 specifically, but essentially, how far can you go for a  
6 hundred and fifty thousand (\$150,000), not to bid on  
7 forty-five hundred (4500) foot of road.

8 So we should have the answer to that question, you  
9 know, within two months. You know, we should know what  
10 it costs us.

11 Now, I don't know what it costs you -- costs y'all.  
12 But -- but we will know what it will cost us at least on  
13 the initial portion.

14 I'm finished if y'all are.

15 CHAIRMAN FRANK BURT: All right. Well, I --  
16 I'm -- I'm certainly supportive of helping any way that I  
17 could. I mean, you've got school kids and you've got  
18 people who live in the -- in the municipality and out of  
19 it that use the road.

20 It's in that bad of shape that it needed it  
21 eighteen (18) years ago. I -- I haven't ridden over it  
22 lately, but I will before the day is over. And that's  
23 where I am. Any way we can work with you and help you,  
24 I'd like to do it.

25 MAYOR JIM HAMBY: I would suggest you borrow  
26 Tucker's car to ride over it.

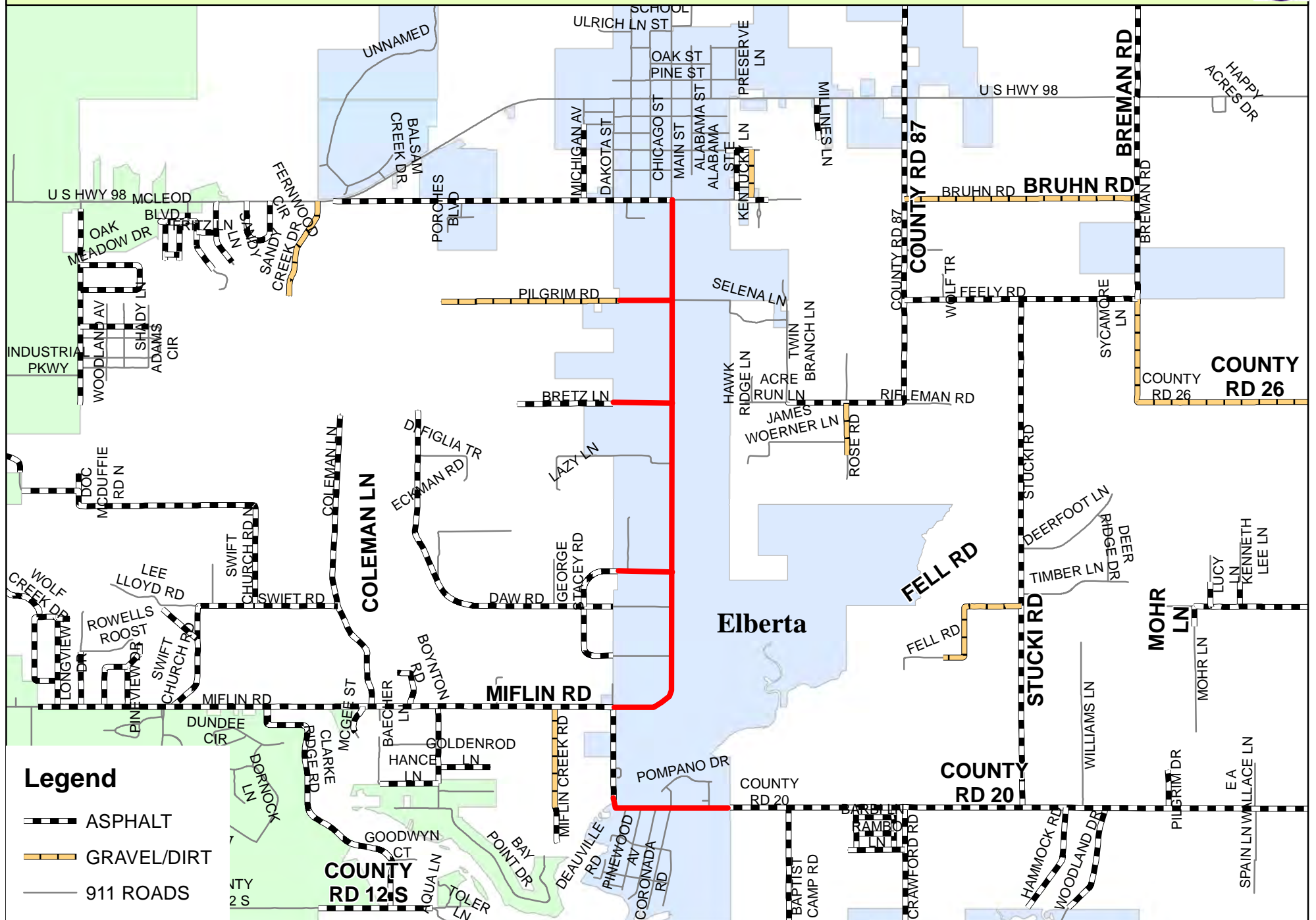
27 All right, sir. Sirs, thank you very much.

28 COMMISSIONER CHARLES "SKIP" GRUBER: Okay.

1 MAYOR JIM HAMBY: I appreciate your time.  
2 CHAIRMAN FRANK BURT: Thanks.  
3 COMMISSIONER CHRIS ELLIOTT: Thank y'all.  
4 COMMISSIONER CHARLES "SKIP" GRUBER: Thank you.  
5 MAYOR JIM HAMBY: All right. I tried to make  
6 it short.  
7 COMMISSIONER TUCKER DORSEY: Thank you, sir.  
8 COMMISSIONER CHRIS ELLIOTT: Thank you.  
9 MAYOR JIM HAMBY: Thank you, sir.  
10 COMMISSIONER CHRIS ELLIOTT: Thank you.  
11 MAYOR JIM HAMBY: I appreciate it, man.  
12 MR. RON CINK: All right. Thank you, sir.  
13 COMMISSIONER CHARLES "SKIP" GRUBER: Thank you.  
14 MAYOR JIM HAMBY: I appreciate anything you can  
15 do.  
16 MR. RON CINK: Mayor, thank you, sir.  
17 MAYOR JIM HAMBY: Thank you. All right, Skip.  
18 COMMISSIONER CHARLES "SKIP" GRUBER: Thank you,  
19 Mike.  
20 MAYOR JIM HAMBY: Appreciate it.  
21

22 **C-4 - BELL SOUTH TELECOMMUNICATIONS, LLC, D/B/A AT&T ALABAMA -**  
23 **EASEMENT ALONG BERCANT DRIVE RIGHT-OF-WAY**

24 CHAIRMAN FRANK BURT: All right. Next,  
25 Mr. Cink.  
26 MR. RON CINK: Joey.  
27 CHAIRMAN FRANK BURT: Joey.  
28 MR. JOEY NUNNALLY: The next item, C-4, this is





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0772, **Version:** 1

**Item #:** C6

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

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

**Submitted by:** Lisa Sangster, Chief Administrative Assistant

---

### **ITEM TITLE**

Encroachment on County Road 3 Right-of-Way

### **STAFF RECOMMENDATION**

Discuss the request from Mr. Craig Williams to renovate a building on County Road 3 which is encroaching 14 feet inside County right-of-way.

### **BACKGROUND INFORMATION**

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

**Background:** Mr. Craig Williams is wanting to renovate a building on County Road 3 which is encroaching 14 feet inside County right-of-way. Since the building is on County right-of-way, the City of Fairhope Building Official has deferred to Baldwin County for approval for the project to proceed.

According to Mr. Williams, the building has some historical value.

### **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**

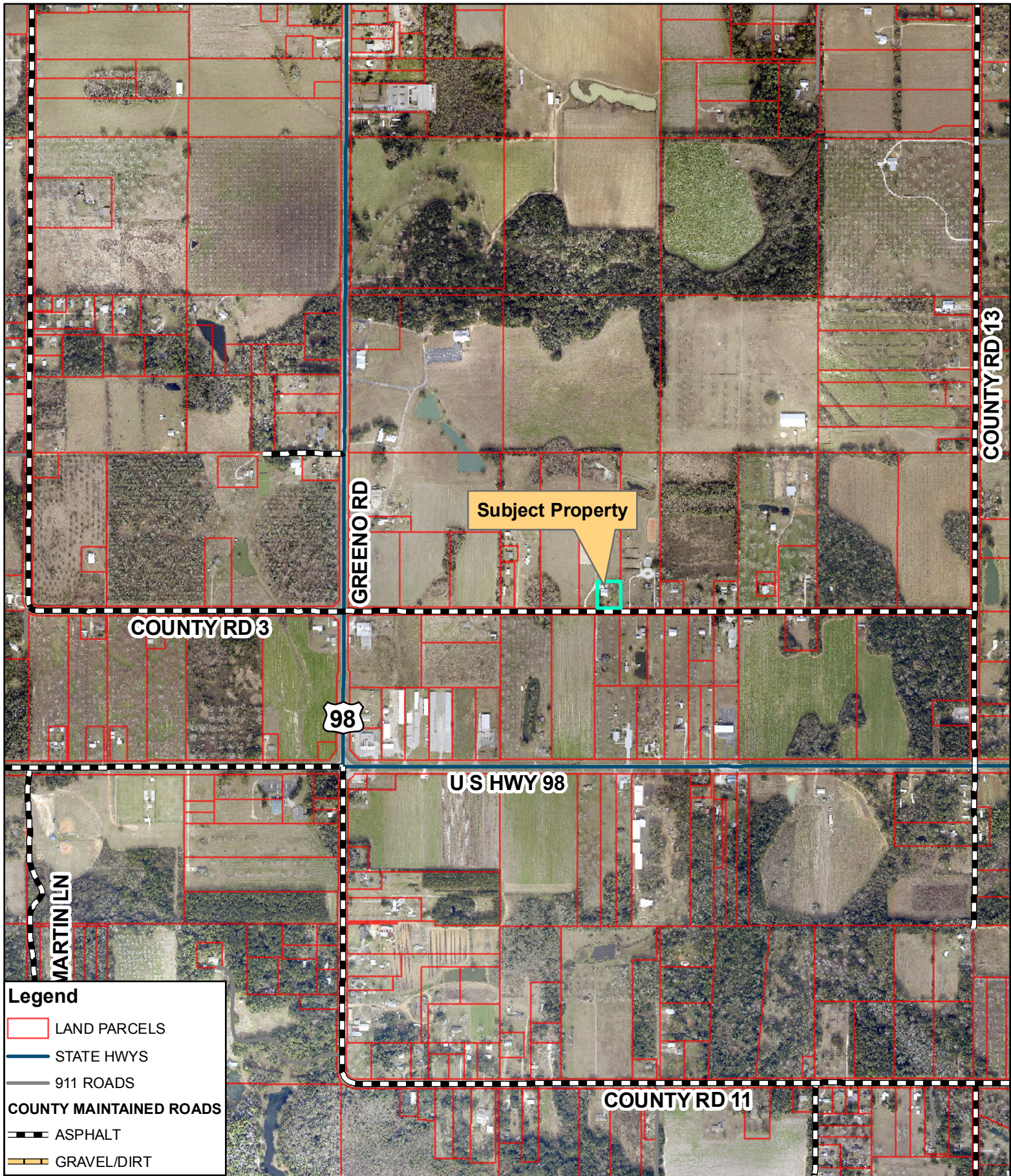
**For time-sensitive follow up, select deadline date for follow up: N/A**

**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**





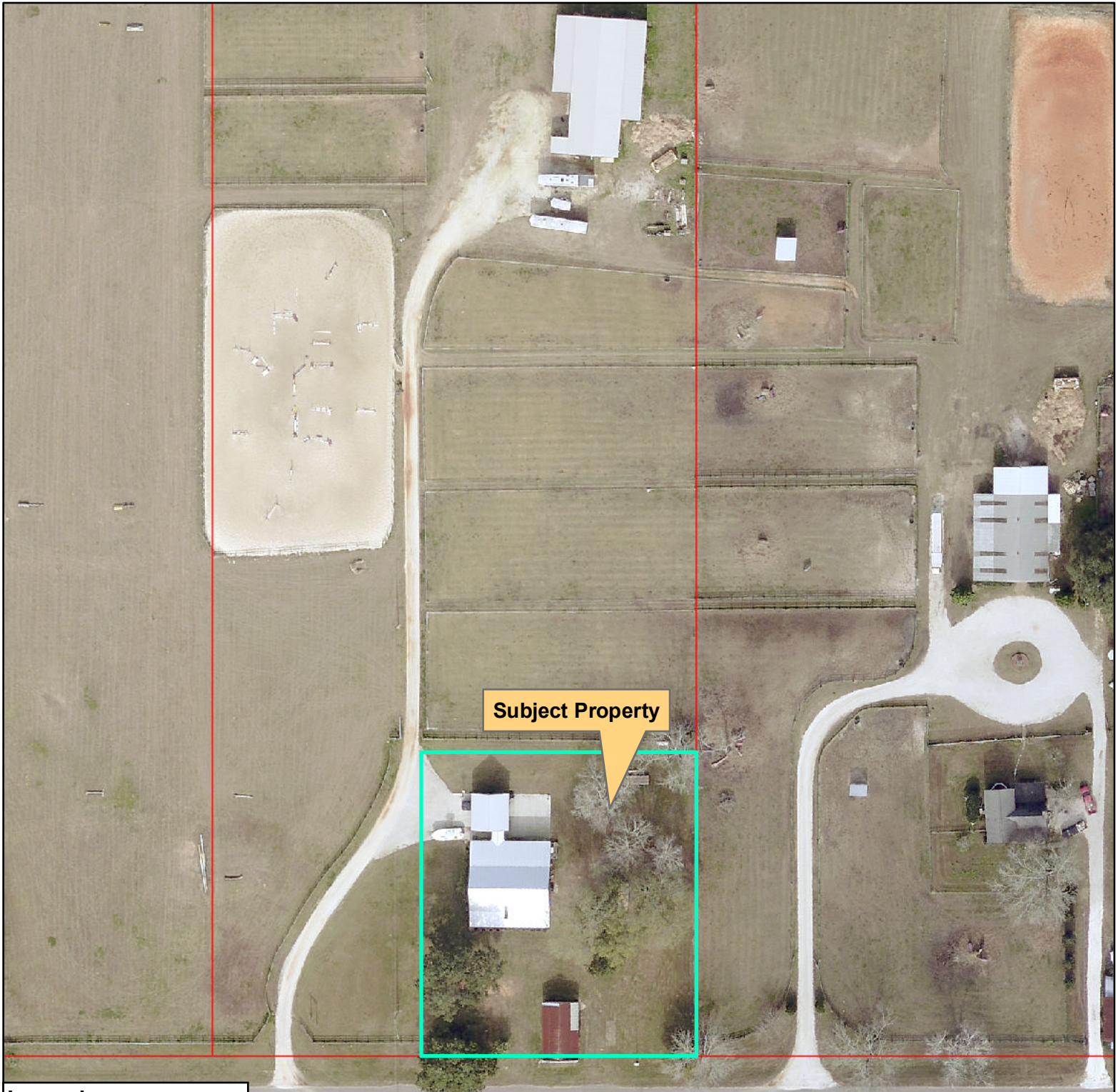
## County Road 3 Encroachment Vicinity Map



0 0.1 0.2 0.3 0.4  
Miles







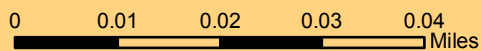
**Legend**

- LAND PARCELS
- STATE HWYS
- 911 ROADS
- COUNTY MAINTAINED ROADS**
- ASPHALT
- GRAVEL/DIRT

COUNTY RD 3



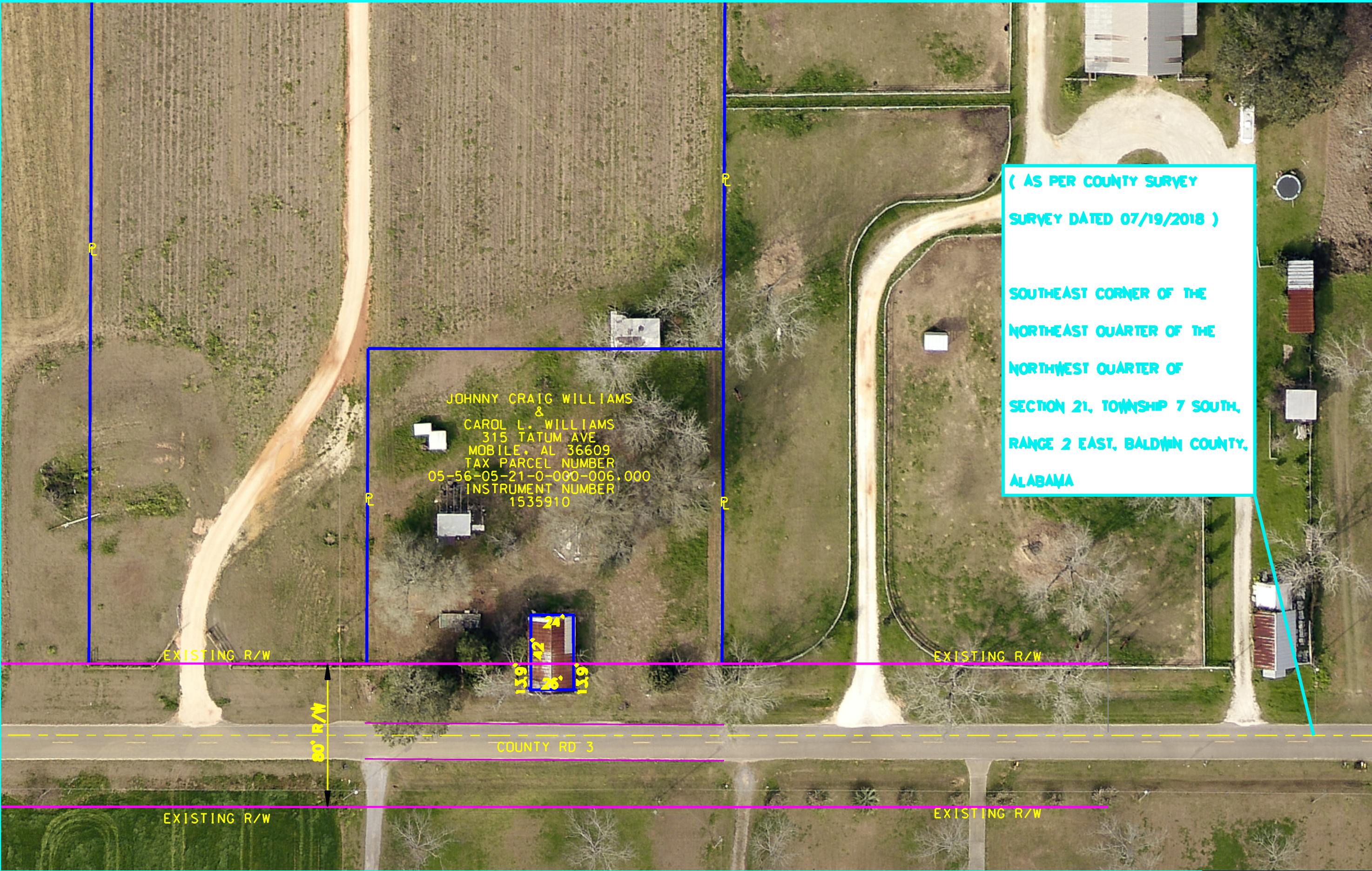
## County Road 3 Encroachment Site Map





JOHNNY WILLIAMS PROPERTY

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



BALDWIN COUNTY  
HIGHWAY DEPARTMENT

SHEET TITLE	ROUTE



# CR 3 ENCROACHMENT

Legend





# CR 3 ENCROACHMENT

Legend



Google Earth

© 2018 Google

8.73 ft



# CR 3 ENCROACHMENT

Legend



Google Earth

© 2018 Google

8.22 ft





# CR 3 ENCROACHMENT

Legend



Google Earth

© 2018 Google

6.95 ft





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0725, **Version:** 1

**Item #:** D1

---

**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Kimberly Creech, Clerk/Treasurer

Andrea Roberson, Personnel Director

**Submitted by:** Kimberly Creech, Clerk/Treasurer

---

### ITEM TITLE

Baldwin County Commission BCBS Accounts Receivable

### STAFF RECOMMENDATION

Approve the write off for the uncollectible balance from the Blue Cross Blue Shield of Alabama adjustment A/R account, totaling \$5,300.20.

### BACKGROUND INFORMATION

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

**Background:** The amount in the Blue Cross Blue Shield of Alabama adjustment A/R account is due from Blue Cross Blue Shield of Alabama for adjustments that were not credited correctly. Attached is explanation notes from BCBS. Personnel and Finance staff have been working these accounts.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$5,300.20

**Budget line item(s) to be used:** 5499 Other Misc. Expenses various Departments

**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:** Finance and Accountant Department and Personnel Department

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0765, **Version:** 1

**Item #:** D2

---

**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Kimberly Creech, Clerk/Treasurer

Andrea Roberson, Personnel Director

**Submitted by:** Kimberly Creech, Clerk/Treasurer

---

### **ITEM TITLE**

Baldwin County Commission Wilderness Fund 107 Employee Accounts Receivable

### **STAFF RECOMMENDATION**

Approve the write off for the uncollectible balance from the Wilderness Fund 107 Employee A/R accounts, totaling (\$139.18).

### **BACKGROUND INFORMATION**

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

**Background:** The Employee A/R accounts are amounts due to employee for insurance benefits that were not collected or paid at the time of termination. The balances that are still in the accounts are from former employees, and are considered uncollectible. The Wilderness program ended in September 2016. Amounts need to be written off to close out fund. Personnel and Finance staff have been working these accounts.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** (\$139.18)

**Budget line item(s) to be used:** 52670.5499 Other Misc. Expenses

**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: Finance and Accountant Department and Personnel Department**

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0750, **Version:** 1

**Item #:** E1

---

**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

**Submitted by:** Terri Graham

---

### **ITEM TITLE**

Municipal Solid Waste to Liquid Fuel, Bio Char and Wood Products

### **STAFF RECOMMENDATION**

For Discussion and Review:

Presentation by Allied Energy Services to the Baldwin County Commission regarding Municipal Solid Waste to Liquid Fuel, Bio Char, and Wood Products.

### **BACKGROUND INFORMATION**

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

**Background:** N/A

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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

# **Municipal Solid Waste to Liquid Fuel, Bio Char and Wood Products**



**Public/Private Partnership**

# The Team

- ALLIED Energy Services, LLC
  - *Developer and Operator*
- Soukos Environmental USA, Inc.
  - *MSW Feedstock Technology Provider*
  - *Energy Conversion Technology Provider*
- AMEC Foster Wheeler
  - *Consulting Engineers*





# MSW to Diesel Fuel, Bio Char and Wood Products

**Soukos Aeolus System**



**Municipality Landfill (MSW)**



**Output is  
RDF Pellets**



**Soukos Knossos System**



**Output is  
Building  
Products**



**Soukos  
Archimedes System**



**Output is Diesel  
Fuel & Char**



# Non-Waste Fuel



## Soukos RDF Pellet Heating Value

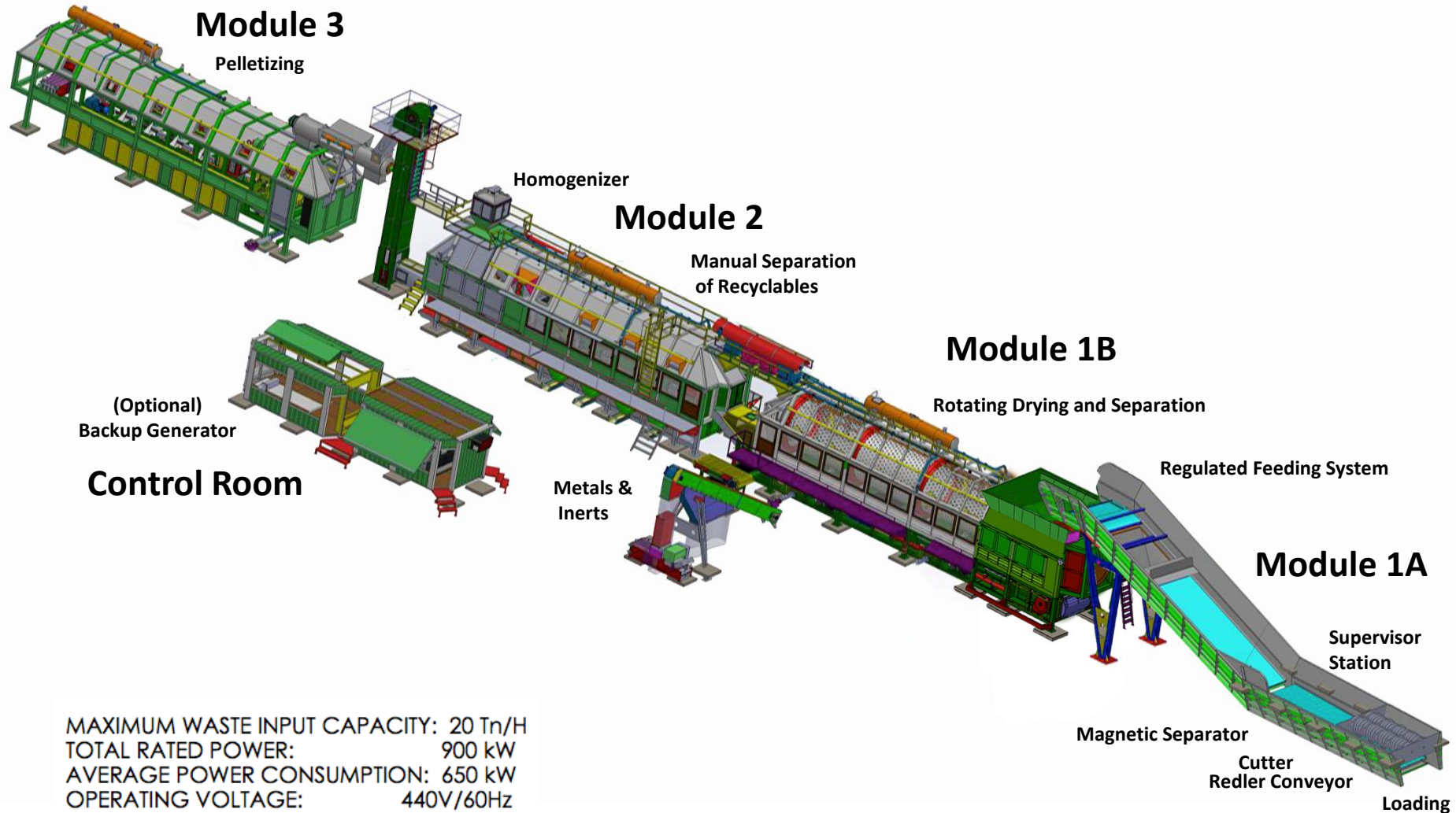
Gross Heating Value 13,281 BTU/lb, 30.89 MJ/kg

Net Heating Value 12,296 BTU/lb, 28.60 MJ/kg

\*Based on testing at PPI on 10/26/16

Soukos Environmental USA, Inc. Proprietary

# Non-Waste Fuel Pellets

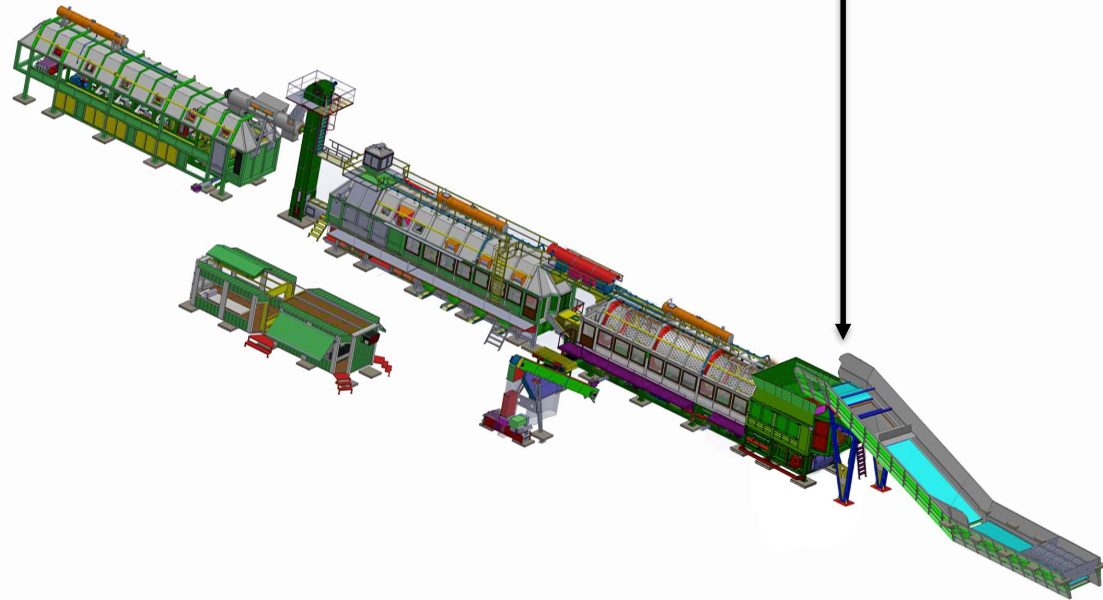




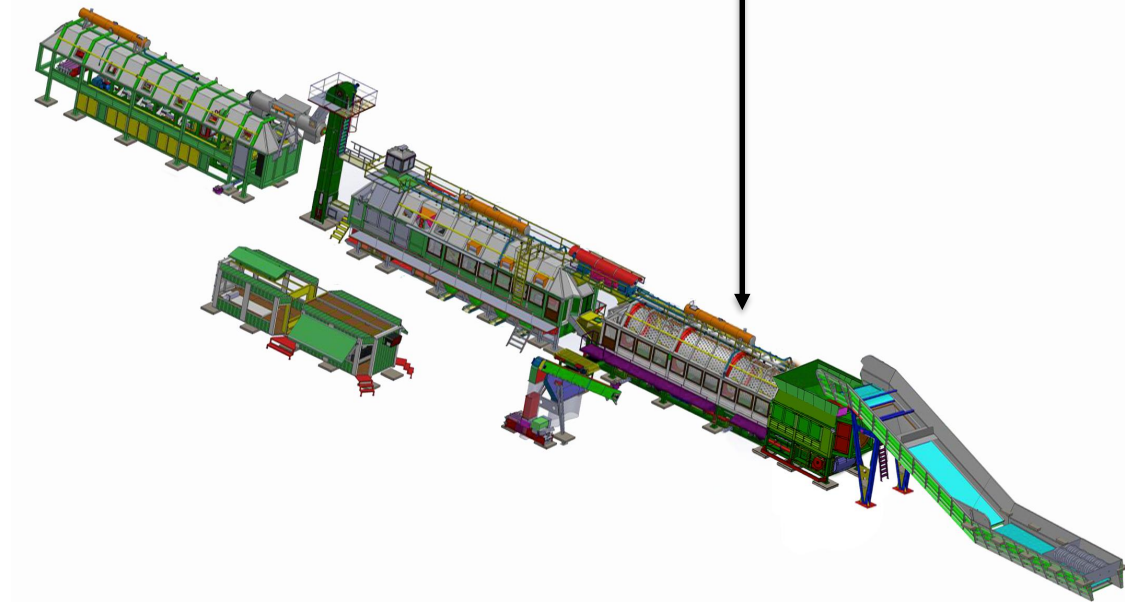
# MSW to Non-Waste Fuel



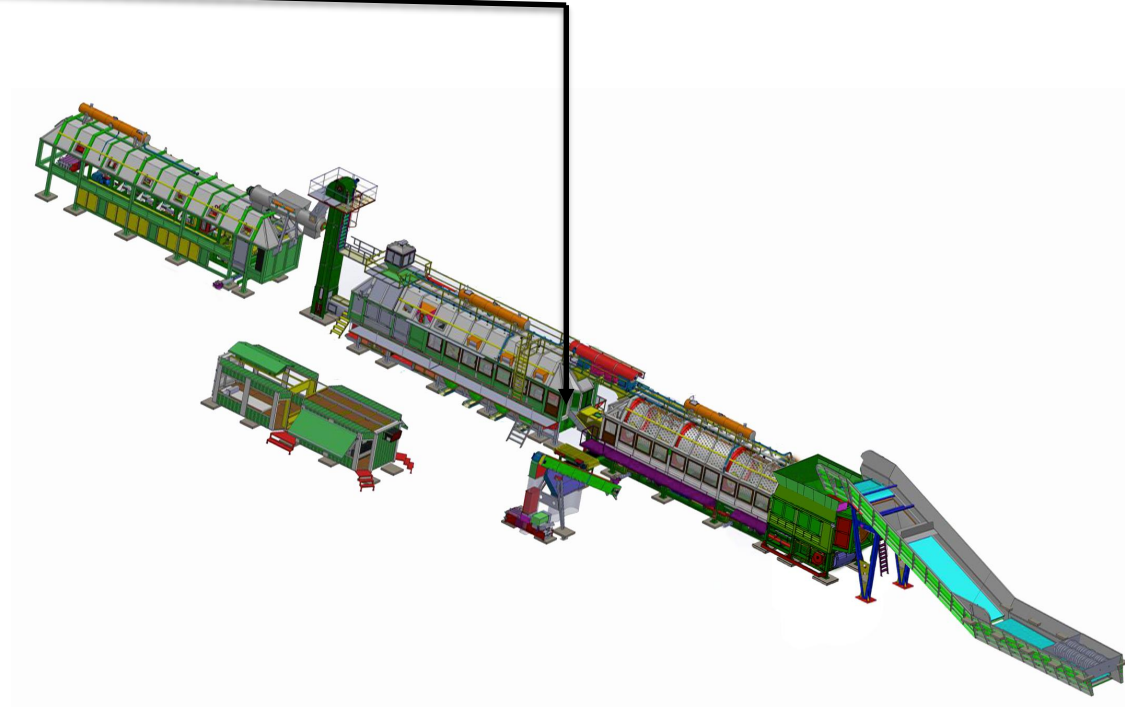
# MSW to Non-Waste Fuel



# MSW to Non-Waste Fuel

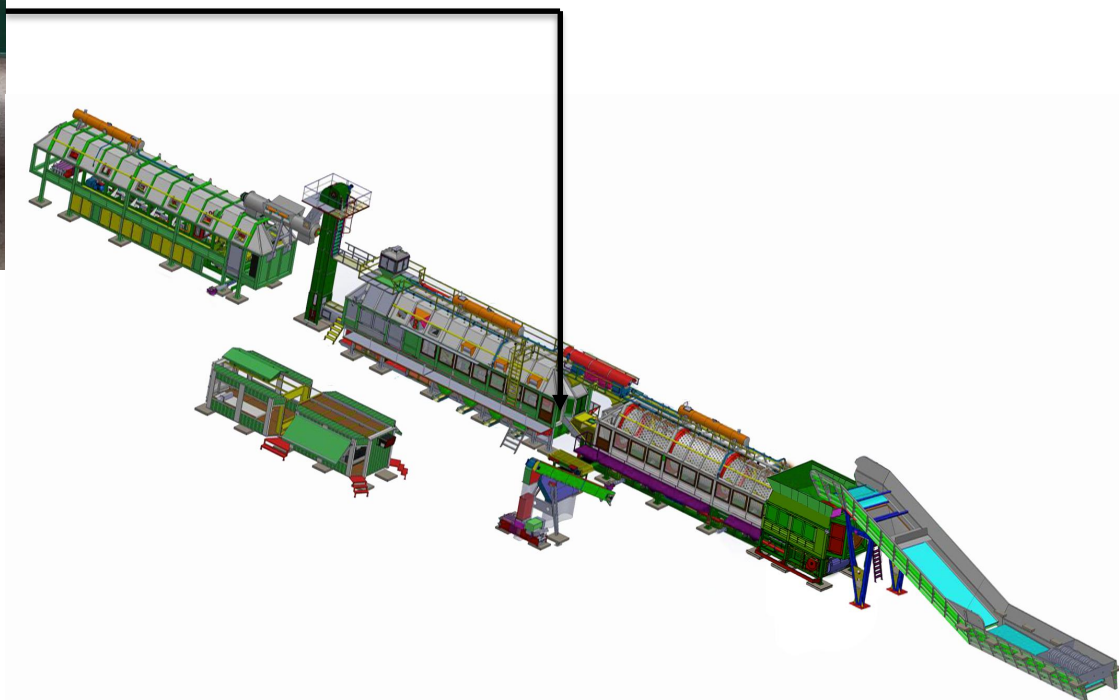


# MSW to Non-Waste Fuel

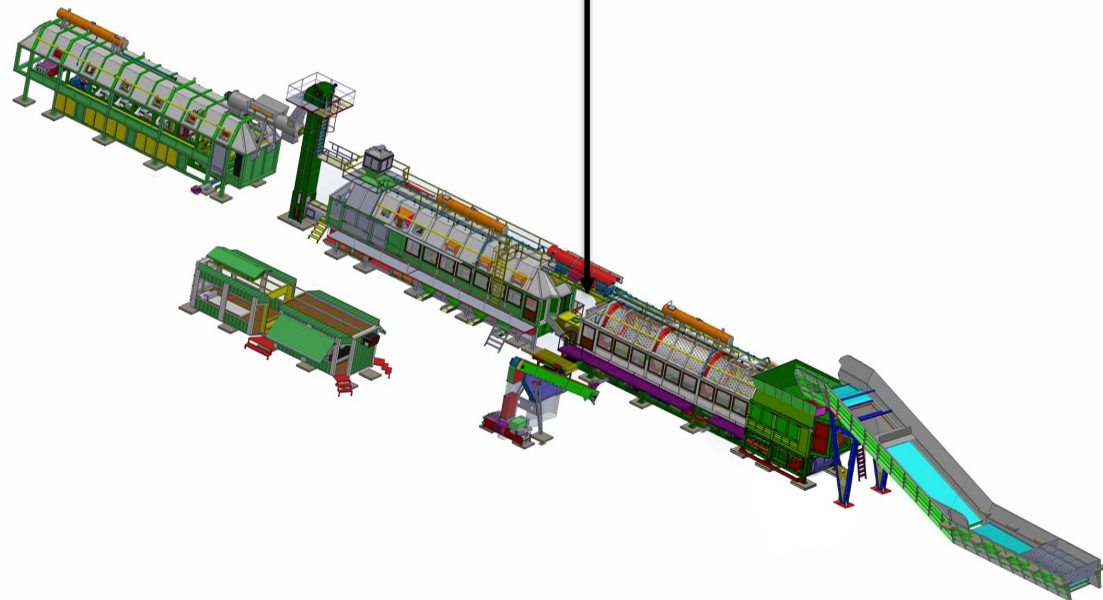




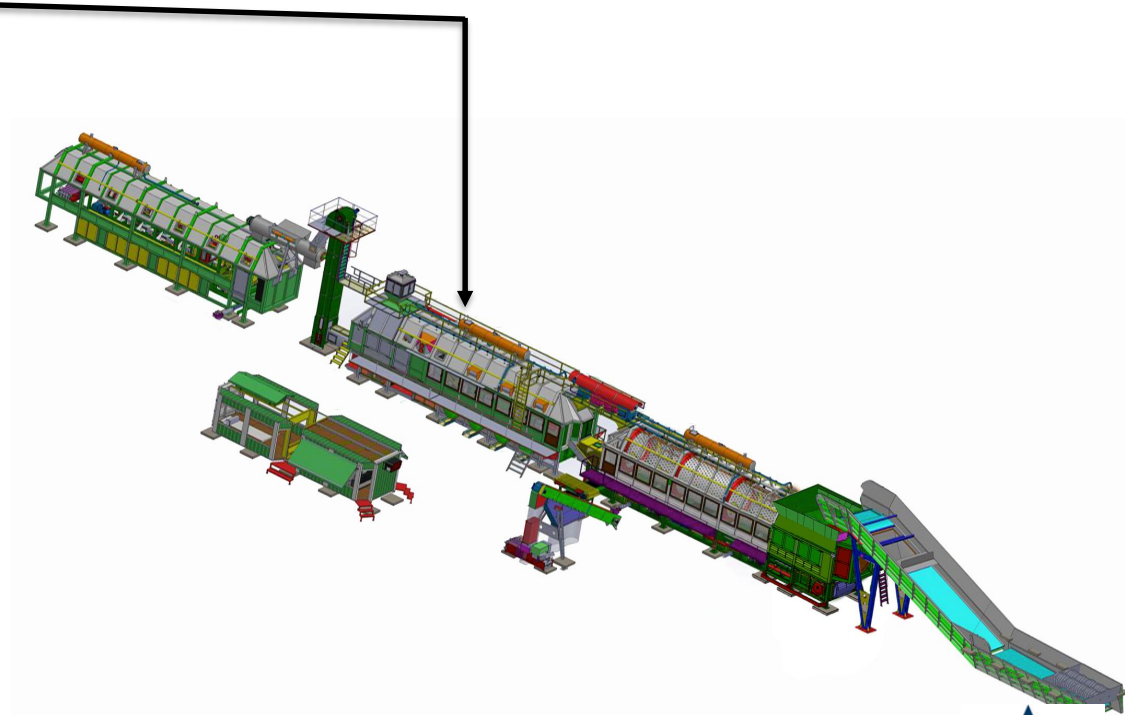
# MSW to Non-Waste Fuel



# MSW to Non-Waste Fuel

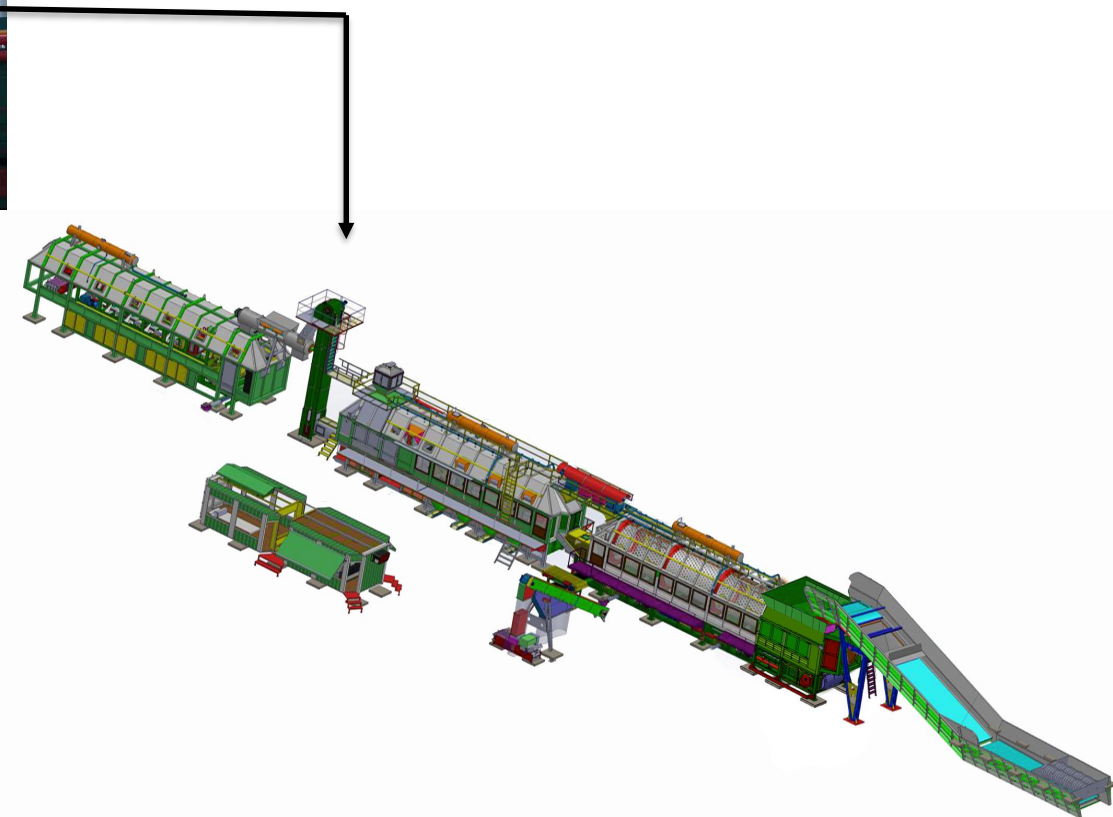


# MSW to Non-Waste Fuel





# MSW to Non-Waste Fuel



# MSW to Non-Waste Fuel



# Non-Waste Fuel to Diesel

- RDF Pellet to Diesel Fuel System
  - Not a standard catalytic pyrolysis technology
  - Relatively low temperature process
    - MSW pellets with high plastics can be processed
    - This translates to high energy value fuel
  - No catalysts needed
    - No system shutdown to replace catalysts in reactor
  - High conversion rate
    - 60% MSW - pellet conversion
    - 45% by weight of diesel fuel produced with MSW pellets
  - 2 Modules plus Control Room





# Non-Waste Fuel to Wood Products

The “KNOSSOS” System is a mobile Unit, which utilizes the generated RDF material derived from the innovative Mobile MSW Treatment Systems “AEOLUS” of SOUKOS ROBOTS.

The system’s capacity is maximum 10 ton/hr of incoming RDF materials



# Non-Waste Fuel to Wood Products



# Non-Waste Fuel to Wood Products





# Non-Waste Fuel to Wood Products



# Soukos Aeolus & Archimedes

## MSW to Diesel Fuel (Bulgarian Operation)



# Project Benefits

- **Jobs (65 to 100 full time jobs)**
- **Environmental**
- **Environmental Services Operation**
- **Sustainability Objectives**
- **Education**
- **Economic**
- **Financial**



# Executive Summary

## Project Summary

- **Proposed Approach**
  - 131,400 to 175,000 Wet Tons of MSW
    - Diesel Fuel: **9,926,673 Gallons/Year**
    - Char: **16,704 Tons/Year**
    - **Wood Products**

# For more information contact:

**C. Dean Alford, P.E.**  
**President and CEO**  
**Allied Energy Services, LLC**  
**1506 Klondike Road**  
**Suite 105**  
**Conyers, Georgia 30094**  
**Phone: (770) 860-9416**  
**Email: [dean.alford@AlliedEnergyLLC.com](mailto:dean.alford@AlliedEnergyLLC.com)**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0751, **Version:** 1

**Item #:** E2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

**Submitted by:** Suzanne Doughty, Senior Accountant

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### 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 \$1,075.60.

### 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.

Date: 07/02/2018 - Commission approved to write off \$757.25 of uncollectible residential garbage accounts.

Date: 07/17/2018 - Commission approved to write off \$1,679.31 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  
August 2018

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Crenshaw, Teresa D.	Bay Minette	AL	Deceased - DOD: 07/05/18	\$192.00	X	X	
Dunbar, Beth	Robertsdale	AL	Unable to Locate	\$102.00	X	X	X
Haddock, Ashley	Biloxi	MS	Lives Out of State	\$248.00	X	X	
Homan, Christopher T. Sr.	Stapleton	AL	Unable to Locate	\$14.00	X	X	X
Koptis, Nancy Lynn	Perdido	AL	Deceased - DOD: 06/08/18	\$96.00			
Kralik, Aaron	Perdido	AL	Unable to Locate	\$144.00	X	X	
Lipford, Dale	Foley	AL	Deceased - DOD: 04/19/18	\$34.00			
Morales, Ingrid Ulloa	Lake Charles	LA	Lives Out of State	\$104.00	X	X	X
Prescott, Cady	Loxley	AL	Unable to Locate	\$82.00	X	X	
Talbert, Mavis Jewel	Loxley	AL	Out of County - Unable to Locate	\$59.60	X	X	X
				<u>1,075.60</u>			





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0672, **Version:** 1

**Item #:** F1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Mike Howell, Building Official

**Submitted by:** Kim Nelson, Office Administrator, CFM

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### **ITEM TITLE**

Road Name Change Petition - Russ Road to Lala Road

### **STAFF RECOMMENDATION**

Approve the Road Name Change request from Russ Road to **Lala Road**

### **BACKGROUND INFORMATION**

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

**Background:** A Road Name Change Petition was received on August 13, 2018, from Mr. Marek Garbos requesting that Russ Road be changed to Lala Road. All property owners have signed the petition giving 100% approval for the change. The \$50.00 processing fee has been paid. E911 Addressing has approved request as has the Baldwin County Highway Department.

### **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:** Bay Minette Administration staff to prepare letter and notify E911 Addressing. Bay Minette Highway Department/Sign Division to install new road sign.

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

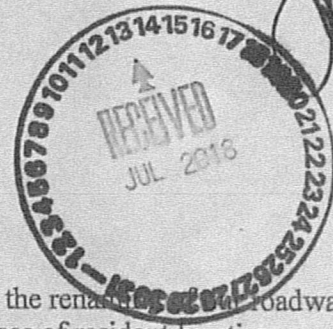
Mail letter to:

Ms. Christine Heger - Director E911 Addressing

P.O. Box 924

Robertsdale, Alabama 36567

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



### ROAD NAME CHANGE PETITION

We, the undersigned, hereby petition the Baldwin County Commission to permit the renaming of 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: RUSS ROAD

CHANGE ENTIRE ROAD TO: ~~LALA ROAD~~ Laia Road  
or  
\_\_\_\_\_

CHANGE PART OF ROAD TO: \_\_\_\_\_

Describe portion to be changed  
\_\_\_\_\_  
\_\_\_\_\_

NAME (print)	SIGNATURE	OWNER or RESIDENT	(street & mail) ADDRESS	PHONE
MAREK GARBOS	<i>Marek Garbos</i>	OWNER	10407 RUSS RD DAPHNE, AL	518-366-1474
EWA GARBOS	<i>Ewa Garbos</i>	OWNER	10407 RUSS RD DAPHNE, AL	
MAREK GARBOS	<i>Marek Garbos</i>	OWNER	10435 RUSS RD DAPHNE, AL	
EWA GARBOS	<i>Ewa Garbos</i>	OWNER	" " " " " "	518-321-4043
BRANDON PLEMONS	<i>Brandon Plemmons</i>	NEIGHBOR	26187 Rigby Rd DAPHNE AL	422-7874

attach another sheet if necessary

## Kim Nelson

---

**From:** Kim Nelson  
**Sent:** Tuesday, July 17, 2018 8:54 AM  
**To:** 'mgarbos@MDATURBINES.com'  
**Subject:** LALA road  
**Attachments:** MX-5141N\_20180717\_085228.pdf

**Importance:** High

Mr. Garbos,

Please get Roger Plemons signature and return to me for processing.  
Have a great day

Thanks

Kimberley "Kim" Nelson, CFM  
Office Administrator/Coastal Coordinator  
Baldwin County Building Inspection & Coastal Area Program  
201 East Section Avenue  
Foley, AL 36535  
251.943.5061 ext. 2817 switchboard  
251.972.6837 direct  
251.972.6820 fax  
knelson@baldwincountyal.gov

***All that is necessary for the triumph of evil is that good men do nothing.***  
***Edmund Burke***

---

**From:** mgarbos@MDATURBINES.com [mailto:mgarbos@MDATURBINES.com]  
**Sent:** Thursday, July 12, 2018 4:24 PM  
**To:** Kim Nelson <KNELSON@baldwincountyal.gov>  
**Subject:** LALA road

Hello Kim,

Please see below my road name change request approval email.

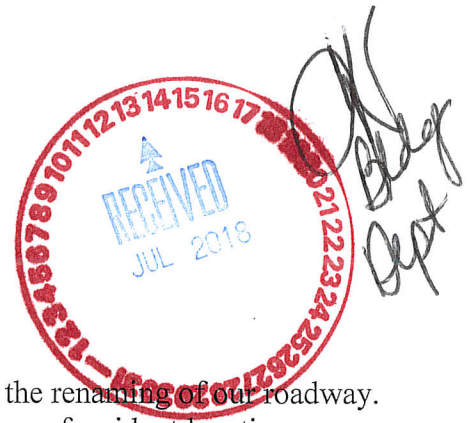
Thank you for your help !

Marek

---

**From:** 9-1-1 Addressing Dept. [mailto:addressing@baldwin911.org]  
**Sent:** Thursday, July 12, 2018 2:11 PM





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: RUSS ROAD

CHANGE ENTIRE ROAD TO: ~~LALA ROAD~~ Lala Road  
or

CHANGE PART OF ROAD TO: \_\_\_\_\_

Describe portion to be changed

\_\_\_\_\_  
\_\_\_\_\_

<u>NAME</u> (print)	<u>SIGNATURE</u>	<u>OWNER</u> or <u>RESIDENT</u>	<u>ADDRESS</u> (street & mail)	<u>PHONE</u>
MAREK GARBOS	Marek Garbos	OWNER	10407 RUSS RD DAPHNE, AL	518-366-1474
EWA GARBOS	Ewa Garbos	OWNER	10407 RUSS RD DAPHNE, AL	
MAREK GARBOS	Marek Garbos	OWNER	10435 RUSS RD DAPHNE, AL	
EWA GARBOS	Ewa Garbos	OWNER	" " "	518-321-4043

attach another sheet if necessary

BACKGROUND INFORMATION

What reason is there to rename the road?

PERSONAL PREFERENCE

Check one: Private drive ☒ Right-of-way ☐ Easement ☐

Location of and length of roadway:

ROSS RD DRYME, AL 400 FT

Comments:

.....  
FOR OFFICE USE ONLY

Processing fee included with petition? yes ☒ no ☐  
( If no, date received: \_\_\_\_\_ )

Number of registered landowners: 8  
Number of non-owner residents: 2 Total: 2  
Number of signers: 100 % of total: \_\_\_\_\_

Was percentage of criteria met? yes ☒ no ☐

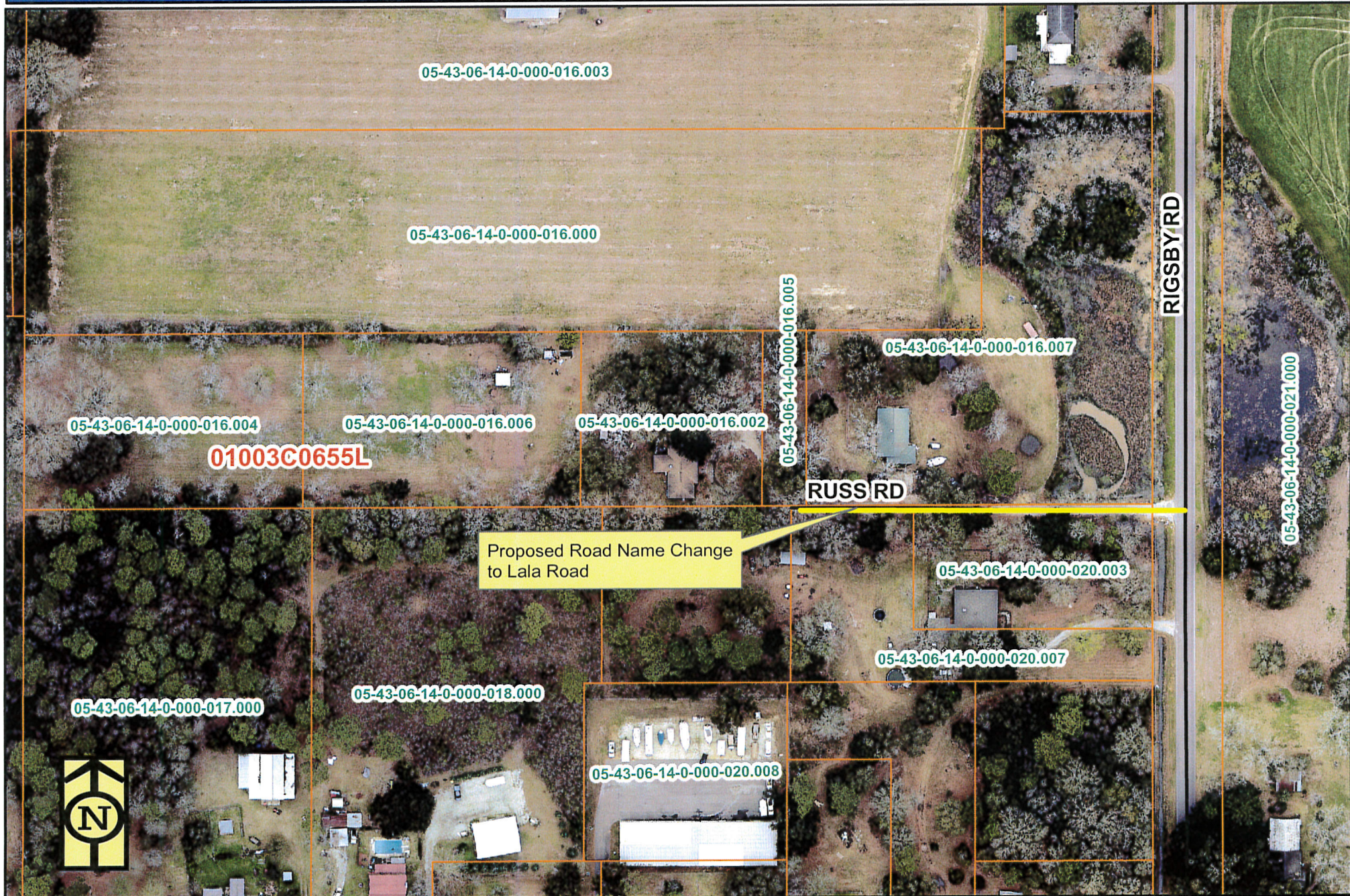
Are all names available? yes ☒ no ☐

Tax Map location(s): \_\_\_\_\_

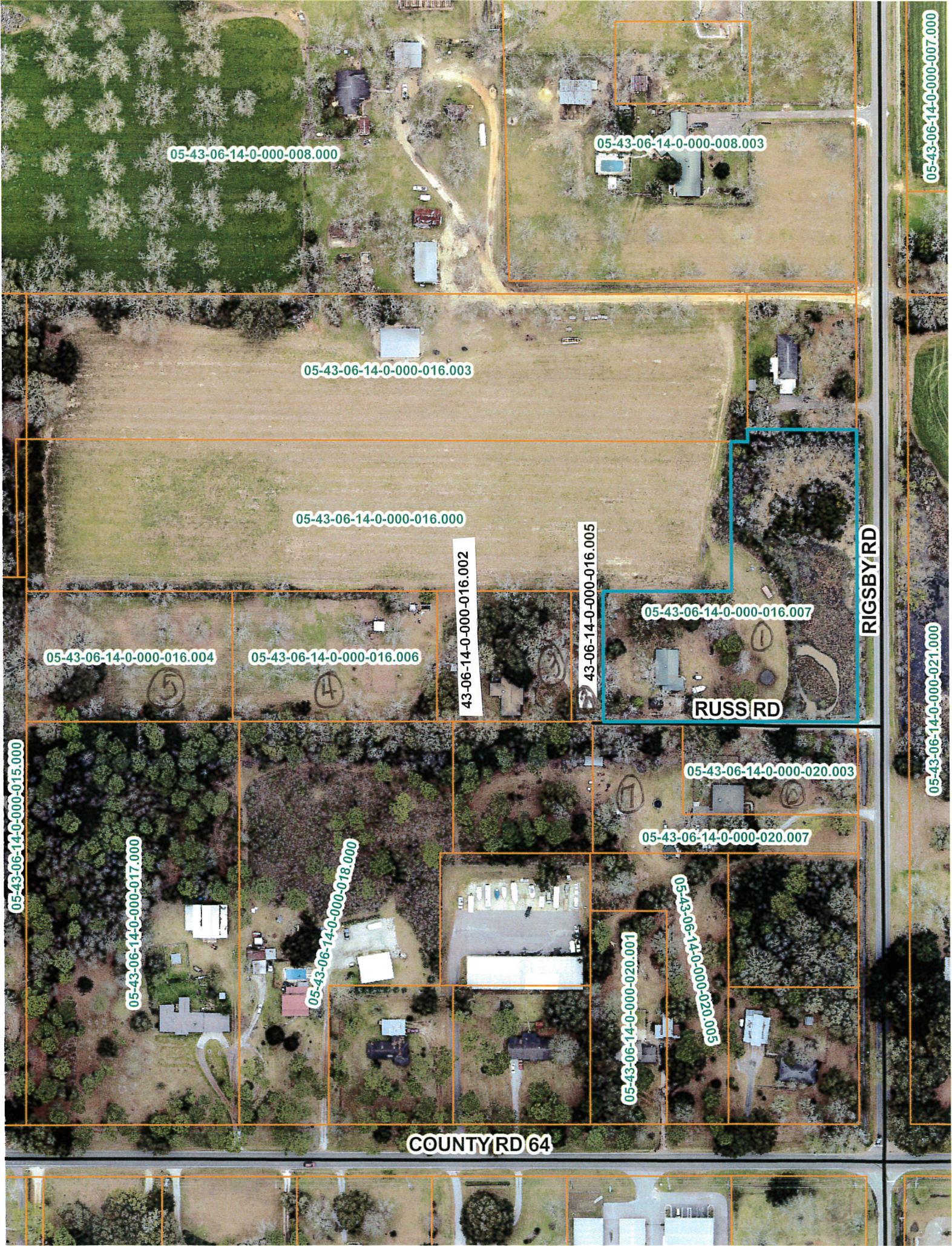
approved  
Mike Howell  
7-17-18



# Proposed Road Name Change to Lala Road







05-43-06-14-0-000-008.000

05-43-06-14-0-000-008.003

05-43-06-14-0-000-007.000

05-43-06-14-0-000-016.003

05-43-06-14-0-000-016.000

05-43-06-14-0-000-016.004

05-43-06-14-0-000-016.006

43-06-14-0-000-016.002

43-06-14-0-000-016.005

05-43-06-14-0-000-016.007

RUSS RD

RIGSBY RD

05-43-06-14-0-000-021.000

05-43-06-14-0-000-020.003

05-43-06-14-0-000-020.007

05-43-06-14-0-000-015.000

05-43-06-14-0-000-017.000

05-43-06-14-0-000-018.000

05-43-06-14-0-000-020.001

05-43-06-14-0-000-020.002

COUNTY RD 64



LRMSRCL ABSTRACT SEARCH LRWSRCL97/A2  
Acct 329809 GARBOS, MAREK ETAL GARBOS, EWA PPIN 371598  
Parcel Name GARBOS, MAREK Ac. 3300  
Address 10407 RUSS RD Delete  
Type R R/P Abstract G ExCat  
Exempt Codes 2 27 2018 BVALZ  
Changed 1 Permits on File  
City/St/Zp DAPHNE AL 36526  
Property Address 26201 RUSS RD  
Parcel/Alt Parc 43-06-14-0-000-016.007  
Brief Legal..... 455' X 399' COM AT THE NE COR OF SE 1/4 OF SW 1/4 OF SEC 14 TH R  
UN W 399', TH RUN N 208.7', TH RUN E 200.5', TH RUN N 220.4'  
\*MORE\*  
Mortgage Company None  
Improvements.... RES, PAVI, GAR  
Comments.....  
Flags..... Fee Estimated Tax \$392.56 Special/Amount  
Subd/Condo  
Subd/Lot/Block.. S/T/R  
Previous Owner.. RIGSBY, SAMUEL E ETUX/FRANCES B  
Deed: tp/Bk/Pg... IN 0000 1636557 Note Date 5 4 2017 F18=Links  
F1-Appraisal F6-Values F7-Notes F8-Owners F9-Hist F10-Desc F19=Acct Note  
F11-Alerts F12-Prt F13-Chg Forms F14-PLink F15-Map Chgs F23-Taxhist F24-Exit

①

LRMSRC1 ABSTRACT SEARCH LRWSRC97/A2  
Acct 329809 GARBOS, MAREK ETAL GARBOS, EWA PPIN 207944  
Parcel Name GARBOS, MAREK ETAL GARBOS, EWA Ac. 25  
Address 10407 RUSS RD Delete  
Type R R/P Abstract G ExCat  
Exempt Codes 10 25 2017 NW GIGINS  
Changed 10 25 2017 Tax District 02  
City/St/Zp DAPHNE AL 36526  
Property Address 26201 RIGSBY RD  
Parcel/Alt Parc 43:06-14-0-000-016 005  
Brief Legal..... 50' (S) X 208.7' COM AT THE NE COR OF SE1/4 OF SW1/4 OF SEC 1  
4 RUN TH S 66.2' TH W 439.2' FOR POB TH CONT W 50' (S) TH  
\*MORE\* N 208.7' , TH E 50' (S), TH S 208.7' TO POB CONTAINING .2' ACRE  
Mortgage Company None Acct  
Improvements.....  
Comments.....  
Flags.....  
Subd/Condo.....  
Subd/Lot/Block.. S/T/R / /  
Previous Owner.. MASON, NANCY M  
Deed:Tp/Bk/Pg... IN 0000 1579822 Note Date 6 28 2016 F18=Links  
F1-Appraisal F6-Values F7-Notes F8-Owners F9-Hist F10-Desc F19=Acct Note  
F11-Alerts F12-Prt F13-Chg Forms F14-PLink F15-Map Chgs F23-Taxhist F24-Exit

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LRMSRCL Acct 329809 GARBOS, MAREK ETAL GARBOS, EWA  
 Parcel Name GARBOS, MAREK ETAL GARBOS, EWA  
 Address 10407 RUSS RD  
 City/St/Zip DAPHNE AL 36526  
 Property Address 10407 RUSS RD  
 Parcel/Alt Parc 43-06-14-0-000-016 002  
 Brief Legal ..... 208.71' x 208.71' FM SE COR OF SW 1/4 OF SEC 14 RUN TH N 670'  
 ' 208.71' TH S 208.71' TO POB SEC 14- T5S- R2E (WD-SURVIVORSHI  
 \*MORE\*  
 Mortgage Company None  
 Improvements .... R0068251  
 Comments .....  
 Flags .....  
 Subd/Condo .....  
 Subd/Lot/Block..  
 Previous Owner.. MASON, NANCY M S/T/R / /  
 Deed: tp/Bk/Pg... IN 0000 1579822 Note Date 6 28 2016 F18=Links  
 F11-Appraisal F6-Values F7-Notes F8-Owners F9-Hist F10-Desc F19=Acct Note  
 F12-Prt F13-Chg Forms F14-PLink F15-Map Chgs F23-Taxhist F24-Exit

3

LRMSRCI Acct 329809 GARBOS, MAREK ETAL GARBOS, EWA ABSTRACT SEARCH LRWSRC97/A2  
Parcel Name GARBOS, MAREK ETAL GARBOS, EWA PPIN 207948  
Address 10407 RUSS RD Ac. 150

City/St/Zp DAPHNE AL 36526 Type R R/P Abstract G ExCat  
Property Address 26201 RIGSBY RD Exempt Codes 10 25 2017 NW GIGINS  
Parcel/Alt Parc 43-06-14-0-000-016 006 Tax District 02  
Brief Legal..... 208.7' X 312.4' COM AT THE NE COR OF SE1/4 OF SW1/4 OF SEC 1  
\*MORE\* N 208.7' , TH E 312.4' , TH S 208.7' TO POB CONTAINING 1.5 ACR  
Mortgage Company None Acct  
Improvements.... GH1

Comments.....  
Flags..... Fee Estimated Tax \$118.72 Special/Amount  
Subd/Condo.....  
Subd/Lot/Block.. S/T/R / /  
Previous Owner.. MASON, NANCY M  
Deed: tp/Bk/Pg... IN 0000 1579822 Note Date 6 28 2016 F18=Links

F1-Appraisal F6-Values F7-Notes F8-Owners F9-Hist F10-Desc F19=Acct Note  
F11-Alerts F12-Prt F13-Chg Forms F14-PLink F15-Map Chgs F23-Taxhist F24-Exit

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LRMSRCL Acct 329809 GARBOS, MAREK ETAL GARBOS, EWA ABSTRACT SEARCH LRWSRC97/A2  
Parcel Name GARBOS, MAREK ETAL GARBOS, EWA PPIN 207937  
Address 10407 RUSS RD Ac. 1.50  
City/St/Zp DAPHNE AL 36526 Type R R/P Abstract G ExCat  
Property Address 26201 RIGBY RD Exempt Codes 10 25 2017 NW GIGINS  
Parcel/Alt Parc 43-06-14-0-000-016 004 Tax District 02  
Brief Legal..... 312.6' X 208.7' COM AT THE NE COR OF SE1/4 OF SW1/4 OF SEC 1  
47' RUN TH S 66.2' W 101.3' FOR POB TH CONT W 312.4' N 208  
\*MORE\*  
Mortgage Company None Acct  
Improvements.....  
Comments.....  
Flags..... Fee Estimated Tax \$83.44 Special/Amount  
Subd/Condo S/T/R / /  
Subd/Lot/Block.. RUSS, NANCY M  
Previous Owner.. IN 0000 1579822 Note Date 6 28 2016 F18=Links  
Deed:Tp/Bk/Pg... F11-Appraisal F6-Values F7-Notes F8-Owners F9-Hist F10-Desc F19=Acct Note  
F11-Alerts F12-Prt F13-Chg Forms F14-PLink F15-Map Chgs F23-Taxhist F24-Exit

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LRMSRCL Acct 41584 PLEMONS, ROGER BRANON JR ETAL PLEMONS, B LRWSRC97/A2  
Parcel Name PLEMONS, ROGER BRANON JR ETAL PLEMONS, B PPIN 10262190  
Address 26187 RIGSBY RD Ac. Delete  
Type R R/P Abstract G ExCat  
Exempt Codes 9 12 2006 NWGGINS  
Changed 9 12 2006 NWGGINS  
City/St/Zp DAPHNE AL 36526  
Property Address 26187 RIGSBY RD  
Parcel Alt Parc 43-06-14-0-000-020.003  
Brief Legal..... 143.6' X 273' EM SE COR OF SW 1/4 SEC 14 T5S R2E (QCD) 1 Permits on File  
Mortgage Company None Acct  
Improvements..... RES  
Comments..... R0106304  
Flags..... Fee Estimated Tax \$422.60 Special/Amount  
Subd/Condo.....  
Subd/Lot/Block.. S/T/R  
Previous Owner.. PLEMONS ROGER BRANON JR ETAL PLEMONS, K  
Deed: tp/Bk/Pg... IN 0000 0479603 Note Date 1 25 1999 F18=Links  
F1-Appraisal F6-Values F7-Notes F8-Owners F9-Hist F10-Desc F19=Acct Note  
F11-Alerts F12-Prt F13-Chg Forms F14-PLink F15-Map Chgs F23-Taxhist F24-Exit

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LRMSRCL 41584 PLEMONS, ROGER BRANON JR ETAL PLEMONS, B  
Parcel Name Address 26187 RIGSBY RD  
LRWSRC97/A2 PPIN 120013  
Ac. Delete

City/St/Zp DAPHNE AL 36526  
Property Address  
Parcel Alt Parc 43-06-14-0-000-020 007  
Brief Legal..... 60' X 413' (S) IRR FM INT CO HWY 64 & RIGBY RD RUN TH N 464.6  
S1 TH W 40' (S) TO POB TH W 413' (S) TH N 203.6' TO POB SEC 14-T4  
\*MORE\*  
Mortgage Company Nohe  
Improvements..... R0117923  
Comments.....  
Flags.....  
Subd/Condo  
Subd/Lot/Block...  
Previous Owner... PLEMONS ROGER BRANON JR ETAL PLEMONS  
Deed: tp/Bk/Pg... IN 0000 0479603 Note Date 1 25 1999 F18=Links

Estimated Tax \$118.16 Special/Amount  
F11-Alerts F12-Prt F13-Chg Forms F14-PLink F15-Map Chgs F23-Taxhist F19=Acct Npte

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DAVID WILSON  
Chairman  
PHILLIP BRYARS, JR  
Vice Chairman  
Raymond Lovell  
Secretary/Treasurer



PAUL MUELLER  
WILLIAM PAPPAS  
CHARLIE JONES  
JOSEPH HOLASZ

P.O. BOX 924, ROBERTSDALE, ALABAMA 36567  
251-947-5911

MARK D. RYAN  
General Counsel

DATE: July 12, 2018

TO: Marek Garbos

REF: LaLa Rd

We have approved and reserved the following road name above. The street names are reserved for one year. If you need them longer please call and let us know or else they will be deleted year to date from this letter. If you have any questions, please feel free to contact our office at 251-957-5911.

Sincerely,

Cindy Taylor  
Baldwin County 9-1-1  
Addressing Dept.

## Kim Nelson

---

**From:** Frank Lundy  
**Sent:** Thursday, July 19, 2018 12:23 PM  
**To:** Kim Nelson  
**Subject:** RE: Proposed Road Name Change

Yes.

Thanks,  
Frank

---

**From:** Kim Nelson  
**Sent:** Thursday, July 19, 2018 10:44 AM  
**To:** Frank Lundy <FLundy@baldwincountyal.gov>  
**Subject:** RE: Proposed Road Name Change

Frank,

Good morning. The applicant still wants to rename to Lala Road. They have been advised and understand, we cannot use all CAPS. Do you concur?

Thank you

Kimberley "Kim" Nelson, CFM  
Office Administrator/Coastal Coordinator  
Baldwin County Building Inspection & Coastal Area Program  
201 East Section Avenue  
Foley, AL 36535  
251.943.5061 ext. 2817 switchboard  
251.972.6837 direct  
251.972.6820 fax  
[knelson@baldwincountyal.gov](mailto:knelson@baldwincountyal.gov)

***All that is necessary for the triumph of evil is that good men do nothing.***  
***Edmund Burke***

---

**From:** Frank Lundy  
**Sent:** Wednesday, July 18, 2018 1:31 PM  
**To:** Kim Nelson <[KNELSON@baldwincountyal.gov](mailto:KNELSON@baldwincountyal.gov)>  
**Cc:** Phillip James. Peterson <[PPETERSON@baldwincountyal.gov](mailto:PPETERSON@baldwincountyal.gov)>  
**Subject:** RE: Proposed Road Name Change

This is the Manual on Uniform Traffic Control Devices. This is the national standard guideline that all agencies are to follow for traffic signs, traffic signals, and roadway striping.

As far as road name, we don't have a good reason to not allow it if that is what the citizens want.

Thanks,  
Frank

---

**From:** Kim Nelson  
**Sent:** Wednesday, July 18, 2018 1:21 PM  
**To:** Frank Lundy <[FLundy@baldwincountyal.gov](mailto:FLundy@baldwincountyal.gov)>  
**Subject:** RE: Proposed Road Name Change

Frank,

What is the MUTCD? The applicant is going to ask me. Will Lala Road work, or would you prefer they choose a different name. They do have approval from E911 Addressing? Please advise

Kimberley "Kim" Nelson, CFM  
Office Administrator/Coastal Coordinator  
Baldwin County Building Inspection & Coastal Area Program  
201 East Section Avenue  
Foley, AL 36535  
251.943.5061 ext. 2817 switchboard  
251.972.6837 direct  
251.972.6820 fax  
[knelson@baldwincountyal.gov](mailto:knelson@baldwincountyal.gov)

***All that is necessary for the triumph of evil is that good men do nothing.***  
***Edmund Burke***

---

**From:** Frank Lundy  
**Sent:** Wednesday, July 18, 2018 12:15 PM  
**To:** Kim Nelson <[KNELSON@baldwincountyal.gov](mailto:KNELSON@baldwincountyal.gov)>; Phillip James. Peterson <[PPETERSON@baldwincountyal.gov](mailto:PPETERSON@baldwincountyal.gov)>  
**Cc:** Audra Mize <[AMIZE@baldwincountyal.gov](mailto:AMIZE@baldwincountyal.gov)>; Orie King <[Orie.King@baldwincountyal.gov](mailto:Orie.King@baldwincountyal.gov)>  
**Subject:** FW: Proposed Road Name Change  
**Importance:** High

Kim,  
I don't think this is going to work. The MUTCD requires first letter to be upper case, but remaining to be lower case.

Thanks,  
Frank

---

**From:** Kim Nelson  
**Sent:** Wednesday, July 18, 2018 9:41 AM  
**To:** Frank Lundy <[FLundy@baldwincountyal.gov](mailto:FLundy@baldwincountyal.gov)>



Cc: Audra Mize <[AMIZE@baldwincountyal.gov](mailto:AMIZE@baldwincountyal.gov)>

Subject: Proposed Road Name Change

Importance: High

Frank,

Good morning! Attached is a Proposed Road Name Change. The applicant would like to change the name from Russ Road to LALA Road. They have all the required signatures. They also requested that LALA be in all CAPS. I advised that I did not know if that was possible. Please concur.

Have a great day

Kimberley "Kim" Nelson, CFM  
Office Administrator/Coastal Coordinator  
Baldwin County Building Inspection & Coastal Area Program  
201 East Section Avenue  
Foley, AL 36535  
251.943.5061 ext. 2817 switchboard  
251.972.6837 direct  
251.972.6820 fax  
[knelson@baldwincountyal.gov](mailto:knelson@baldwincountyal.gov)

***All that is necessary for the triumph of evil is that good men do nothing.  
Edmund Burke***



## BALDWIN COUNTY COMMISSION

POLICY #4.3	
<b>Subject</b>	Road Name Policy
<b>Date Adopted</b>	March 17, 2009
<b>Agenda Item</b>	Agenda Item E 25, Minutes pg. 11
<b>Obsolete Versions</b>	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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0676, **Version:** 1

**Item #:** F2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Mike Howell, Building Official

**Submitted by:** Kim Nelson, Office Administrator, CFM

---

### ITEM TITLE

Road Name Modification - Coy Johnson Road to Coy Johnson Road S

### STAFF RECOMMENDATION

Approve the Road Name Modification of the southern spur off Coy Johnson Road to ***Coy Johnson Road S.***

### BACKGROUND INFORMATION

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

**Background:** Requesting a modification of the southern spur off Coy Johnson Road to be modified to Coy Johnson Road S. A memo was received from E911 Addressing via email on July 18, 2018 requesting the southern spur of Coy Johnson Road be modified to Coy Johnson Road S. They stated that this modification will not affect any addresses as none are listed on that portion of the road. An email was received from the Baldwin County Highway Department concurring with this modification request.

### 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:** Bay Minette Administration to prepare letter and notify E911 Addressing of Road Name Modification. Bay Minette Highway Department/Sign Division to install new road sign.

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

Mail letter to:

Ms. Christine Heger - Director E911 Addressing

P.O. Box 924

Robertsdale, Alabama 36567

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



## Proposed Road Name - Coy Johnson Rd S





06.29.2018

## Memo

Commented [A1]: Emailed to Mike @ 10:53..cct

To  
Mike Howell @ Building  
Dept.

From  
Cindy @ Baldwin County 9-  
1-1

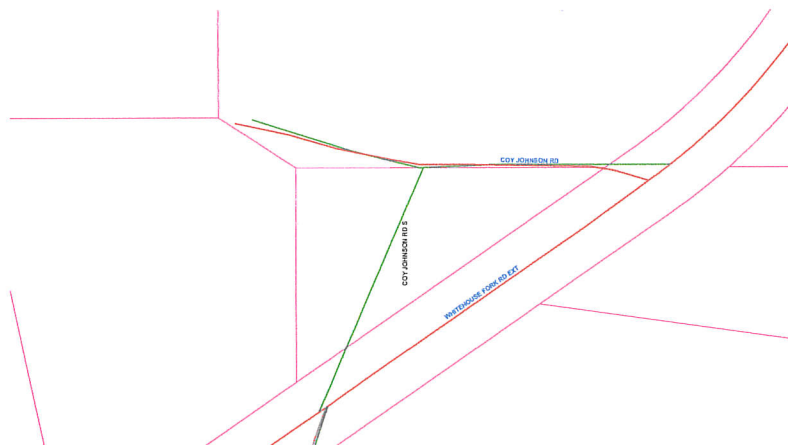
CC

Re  
Coy Johnson Rd

### Comments:

It has been brought to our attention that Coy Johnson Rd splits & goes in two different directions, which the county maintains. The part that runs south, nobody is currently addressed off of. We would like to add a directional to that portion & for it to be named, 'Coy Johnson Rd S'.

If you have any questions please feel free to call me at 251-947-5911.



### Baldwin County 9-1-1 Addressing Dept.

Tel 251-947-5911  
Fax 251-947-2740

23130 McAuliffe Drive  
Robertsdale, AL 36567

ADDRESSING@BALDWIN911.ORG



SIB BOYINGTON LN

COY JOHNSON RD

WHITEHOUSE FORK RD EXT

W C BOYINGTON LN

## Kim Nelson

---

**From:** Frank Lundy  
**Sent:** Thursday, July 19, 2018 12:25 PM  
**To:** Kim Nelson  
**Cc:** Audra Mize  
**Subject:** RE: Road Name Modification

Yes, I concur.

Thanks,  
Frank

---

**From:** Kim Nelson  
**Sent:** Thursday, July 19, 2018 11:17 AM  
**To:** Frank Lundy <FLundy@baldwincountyal.gov>  
**Cc:** Audra Mize <AMIZE@baldwincountyal.gov>  
**Subject:** Road Name Modification  
**Importance:** High

Frank,

Please see the attached and concur. This request came from E911 Addressing

Thanks

Kimberley "Kim" Nelson, CFM  
Office Administrator/Coastal Coordinator  
Baldwin County Building Inspection & Coastal Area Program  
201 East Section Avenue  
Foley, AL 36535  
251.943.5061 ext. 2817 switchboard  
251.972.6837 direct  
251.972.6820 fax  
[knelson@baldwincountyal.gov](mailto:knelson@baldwincountyal.gov)

***All that is necessary for the triumph of evil is that good men do nothing.  
Edmund Burke***



## BALDWIN COUNTY COMMISSION

POLICY #4.3	
<b>Subject</b>	Road Name Policy
<b>Date Adopted</b>	March 17, 2009
<b>Agenda Item</b>	Agenda Item E 25, Minutes pg. 11
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### **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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0736, **Version:** 1

**Item #:** G1

---

**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Celena Boykin, Planner

**Submitted by:** Celena Boykin

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### **ITEM TITLE**

Case No. Z-18033 - 1<sup>st</sup> American Investments LLC Property

### **STAFF RECOMMENDATION**

Adopt Resolution #2018-101, which approves Case No. Z-18033, 1st American Investments LLC Property, as it pertains to the rezoning of 8 acres, more or less, as located in Planning (Zoning) District 22, from RA, Rural Agriculture District, to B-4, Major Commercial District.

### **BACKGROUND INFORMATION**

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

#### **Background:**

The subject property, which consists of 16 acres, is currently zoned RA, Rural Agriculture District. The designation of B-4, Major Commercial District, has been requested for the northern eight (8) acres only. The applicant would like to sell custom and prefab sheds and barns with a sales office and showcase area. The subject property came before the Planning Commission at the June meeting for a rezoning from RA to B-4 for boat and RV storage (Case No. Z-18029 1st American Investments LLC). The Planning Commission recommended denial of this request. The applicant withdrew the application before it went to the County Commission. After hearing the concerns at the June meeting the applicant resubmitted a whole new rezoning application with renderings and a proposed site plan on what he is proposing to do. The applicant also submitted pictures of some of the other businesses that he owns in Florida.

The Planning Commission considered this request at its July 12, 2018, meeting and voted to recommend APPROVAL to the County Commission

### **FINANCIAL IMPACT**



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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes, all editions of the Gulf Coast Newspapers in general circulation within Baldwin County.

The regular legal publication for the Baldwin County Planning and Zoning Commission Public Hearing ran on June 27, 2018. In addition, and as required, the regular legal publication for the Baldwin County Commission Public Hearing for Case No. Z-18033 is currently running as well as the required display, one quarter page advertisement. Regular legal run dates are July 25, 2018, August 1, 2018, and August 8, 2018. Display, one-quarter page run date is August 1, 2018. Proof of publication for both the Baldwin County Planning and Zoning Commission and the Baldwin County Commission public hearings are forthcoming and will be provided to the Records Manager prior to the final public hearing date of August 21, 2018.

**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:** Commission Administration and Planning and Zoning Department

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

Commission Administration

Send Notice of Action to the following:

Juan C. Zamora

9600 NW 77 Ave

Hialeah, FL 33014

Planning and Zoning Department

Amend Zoning Map

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

Thank you for sending over the information on the rezoning.

Please include these comments in the agenda for 7/12/18 as my opposition to the rezoning.

First of all, let me say that I appreciate the applicant submitted photos/pictures of their plans for the property. It give us a clear idea of what they are proposing to do.

That being said, I am still opposed to the rezoning for several reasons:

1-the property location was farm land that was being farmed. Why waste a perfectly good portion of land when there are two properties to the east that you have already rezoned to commercial and are not being used at all.

2-the property is in a residential –rural area. There are several homes on that road that have children getting on and off the bus during the school year.

3-although the drawings and photos are quite nice, why did they not submit drawings for an rv storage facility? That was the original request for the property and it was denied by the zoning commission. Now they are going to sell sheds... if this request is denied, will they come back next month and ask to be rezoned as a restaurant? Anything just to get you to say “yes”.

4-the fact they pulled the rezoning from their first application (z-18029) off the county commission agenda would lead me to believe that they have no intention of actually starting a business there, this is simply to get the property re-zoned so they can put it back on the market at a higher price. If they were serious about their first request, they would have gone in front of the county commission with detailed plans/photos etc to show their intent. However, knowing that they could not re-apply for rezoning for 1 year if the county commission declined is why they are coming back with a new idea and plans so they have a better chance of getting the rezoning approved.

5-It looks like the Shed Depot in Florida is a thriving business.. if you were serious about starting the same business here, why wouldn't you use the same business name? Let your reputation increase your sales! Why Baldwin Barns?

6-starting a new business nearly 700 miles from Hialeah and an 11 hour commute when you haven't exhausted the florida market?

7-the sign reads: “We build them big or small. We build them all” . Will they be manufacturing the sheds on this property? If so, is B-4 appropriate for manufacturing?

8-although the pictures are quite nice there are several items that are out of whack... the highway in front of the photo for Baldwin Barns is an interstate. (Actually, it looks like their business would be in the median). Hwy 98 is not an interstate. They have the sign for the business right over the entrance.. good luck with a semi or large truck hauling a shed with that...

9- Looking at the google street view of the other properties, Hialeah Gardens is right next to an interstate on a frontage road. Homestead Florida is on a 4 lane divided hwy. Perhaps this type of business will draw way too much traffic for a 2 lane road.

10- Just because we are on Hwy 98 does not give the zoning or the commission the right to use the zoning rules/regulations for eminent domain. You are taking away our rural living style because it is “assumed” that at some point all of 98 will be commercial property.

11-let the beach express be your commercial corridor. That has the growth potential for Baldwin County.

See photos from google maps of locations of the Shed Depot in Hialeah and Homestead.

Thank you

Joy Moore  
30676 US Hwy 98  
Elberta AL 36530



# Baldwin County Planning & Zoning Department

## Baldwin County Planning Commission Staff Report

Agenda Item 8.b

Case No. Z-18033

1<sup>st</sup> American Investments LLC Property

Rezone RA, Rural Agriculture District to B-4, Major Commercial District

July 12, 2018

### Subject Property Information

**Planning District:** 22  
**General Location:** South side of U.S. Highway 98, west of County Road 97  
**Physical Address:** 28400 U.S. Highway 98, Elberta  
**Parcel Numbers:** North 8 acres of 05-53-07-25-0-000-001.000  
**Existing Zoning:** RA, Rural Agriculture District  
**Proposed Zoning:** B-4, Major Commercial District  
**Existing Land Use:** Vacant  
**Proposed Land Use:** Sales office and showcase area for custom and prefab sheds/barns  
**Acreage:** 8 acres, more or less, (Total parcel is approximately 16 acres)  
**Applicant:** Hutchison, Moore & Rauch, LLC  
P.O. Box 1127  
Daphne, AL 36526  
**Owner:** Juan C. Zamora  
9600 NW 77 Ave  
Hialeah, FL 33014  
**Lead Staff:** Celena Boykin, Planner  
**Attachments:** *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Agriculture/Residential	RA, Rural Agricultural
South	Agriculture	RA, Rural Agricultural
East	Commercial	RA, Rural Agricultural and B4, Major Commercial
West	Agriculture/Residential	RA, Rural Agricultural

### Summary

The subject property, which consists of 16 acres, is currently zoned RA, Rural Agriculture District. The designation of B-4, Major Commercial District, has been requested for the northern eight (8) acres only. The applicant would like to sell custom and prefab sheds and barns with a sales office and showcase area. The subject property came before the Planning Commission at the June meeting for a rezoning from RA to B-4 for boat and RV storage (Z-18029 1st American Investments LLC). The Planning Commission recommended denial of this request. The applicant withdrew the application before it went to the County Commission. After hearing

the concerns at the June meeting the applicant resubmitted a whole new rezoning application with renderings and a proposed site plan on what he is proposing to do. The applicant also submitted pictures of some of the other businesses that he owns in Florida.

## Current Zoning Requirements

### Section 3.2 RA Rural Agricultural District

**3.2.1 Generally.** This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

**3.2.2 Permitted uses.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Outdoor recreation uses.
- (d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.
- (e) The following local commercial uses: fruit and produce store.
- (f) The following institutional uses: church or similar religious facility; school (public or private).
- (g) Agricultural uses.
- (h) Single family dwellings including manufactured housing and mobile homes.
- (i) Accessory structures and uses.

**3.2.3 Special exceptions.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).
- (b) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

**3.2.4 Conditional uses.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Transportation, communication, and utility uses not permitted by right.
- (b) Institutional uses not permitted by right.

3.2.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications.* Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

**Section 5.4 B-4, Major Commercial District**

5.4.1 *Purpose and intent.* The B-4, Major Commercial District, is intended for business uses which require a location with access to an arterial or major collector road (as defined by the Functional Classification System attached as Appendix) or which have close proximity to major intersections. Due to the nature of the businesses permitted within the B-4 district, this zoning designation should be limited to property fronting on principal arterials, major arterials or minor arterials. Ingress and egress to a roadway should promote safe and smooth traffic flow for the general traveling public. It is also the intent of this district to provide areas for businesses which, because of their intensity, outside storage areas, or large volumes of traffic, would have significant negative impacts on adjoining properties. These uses often have an actual or potential negative impact on surrounding properties due to late hours of operation, noise, and or light.

5.4.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-4, Major Commercial District:

- (a) All uses permitted by right under the B-3 zoning designation
- (b) Amusement park
- (c) Auto convenience market (limited to less than 4,000 sq.ft. of gross floor area and maximum of 4 fueling pumps)
- (d) Automobile parts sales
- (e) Automobile repair (mechanical and body)



- (f) Automobile sales
- (g) Automobile service station
- (h) Automobile storage (parking lot, parking garage)

- (i) Boat sales and service
- (j) Building materials
- (k) Farm implements
- (l) Flea market
- (m) Home improvement center
- (n) Hotel or motel
- (o) Manufactured housing sales, service and repair
- (p) Marina
- (q) Motorcycle sales service and repair
- (r) Movie theatre
- (s) Recreational vehicle park
- (t) Recreational vehicle sales, service and repair
- (u) Restaurant, drive-in
- (v) Restaurant, fast food

5.4.3 *Conditional uses.* The following uses are permissible as conditional uses in the B-4, Major Commercial District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*:

- (a) Airport
- (b) Ambulance/EMS service
- (c) Armory
- (d) Auditorium, stadium, coliseum
- (e) Barge docking
- (f) Broadcasting station
- (g) Bus and railroad terminal facility
- (h) College or university
- (i) Convalescent or nursing home
- (j) Correctional or penal institution
- (k) Dog pound
- (l) Electric power substations
- (m) Freight depot, rail or truck
- (n) Hospital
- (o) Landfill
- (p) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies
- (q) Race track
- (r) Radio and television station and transmitting tower
- (s) Railroad facility
- (t) Sewage treatment plant
- (u) Taxi dispatching station
- (v) Taxi terminal
- (w) Telephone exchange
- (x) Water or sewage pumping station
- (y) Water storage tank
- (z) Wireless telecommunication facility
- (aa) Zoo

#### 5.4.4 Area and dimensional ordinances.

Maximum Height of Structure in Feet	40
Maximum Height of Structure in Habitable Stories	3
Minimum Front Yard	40-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.70
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.4.5 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward a property designated residential, which is located within 200-feet of the source of the light.

5.4.6 *Distance between structures.* If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.4.7 *Landscaping and buffering.* All B-4, Major Commercial District, uses shall meet the requirements of Article 17, *Landscaping and Buffers*.

#### Agency Comments

##### **Baldwin County Highway Department:**

Seth Peterson – No comments.

**ADEM:** No comments received.

**ALDOT:** No comments received.

#### Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

##### **1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?**

The subject property is currently vacant. The property adjoins State Highway 98 to the north. The adjoining properties are residential, agricultural, and commercial.

**2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

No changes.

**3.) Does the proposed zoning better conform to the Master Plan?**

The Baldwin County Master Plan, 2013, provides a future land use designation of Agricultural for the subject property. Approval of the rezoning will result in an amendment of the Future Land Use Map to commercial for the northern eight acres.

**4.) Will the proposed change conflict with existing or planned public improvements?**

No conflicts.

**5.) Will the proposed change adversely affect traffic patterns or congestion?**

No adverse impacts.

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

See response to Standard Number 1.

**7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

The adjacent parcels to the south and west are zoned RA. Properties to the east are zoned B-4, B-2, and RA.

**8.) Is the timing of the request appropriate given the development trends in the area?**

Timing is not a factor.

**9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?**

Baldwin County GIS indicates a small area of potential wetlands near the northeast corner of the subject property. There should be no issues with the current development plans.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

Staff anticipates no adverse impacts.

**11.) Other matters which may be appropriate.**

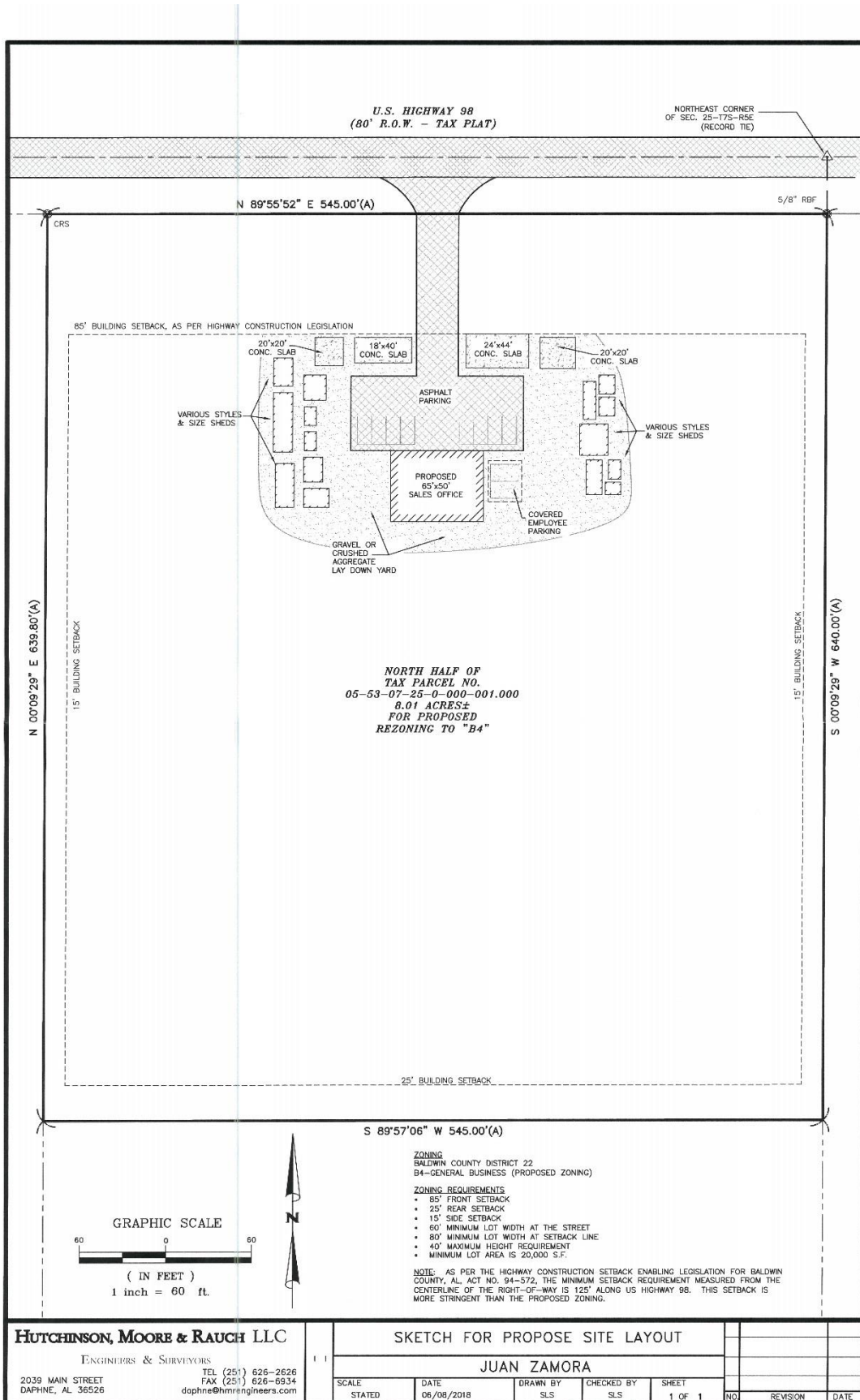
## Staff Comments and Recommendation

As stated previously, subject property, which consists of 16 acres, is currently zoned RA, Rural Agriculture District. The designation of B-4, Major Commercial District, has been requested to establish a business to sell custom and prefab sheds and barns with a sales office and showcase area. The applicant is only asking for the northern 8 acres to be rezoned.

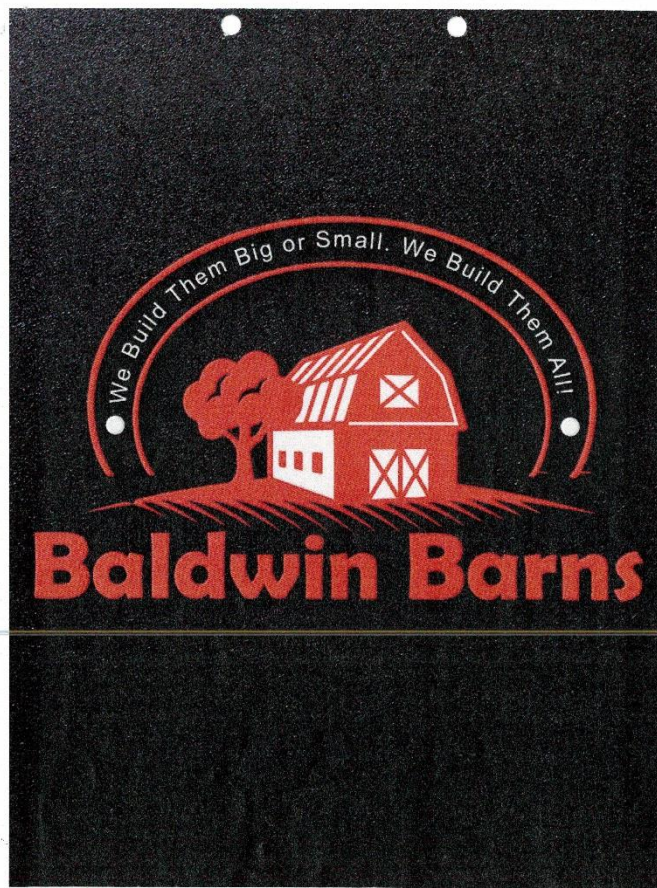
Staff has no major issues with this request and recommends **APPROVAL** to the County Commission. \* A decision should be made, based on the information obtained at the public hearing.

*\*On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

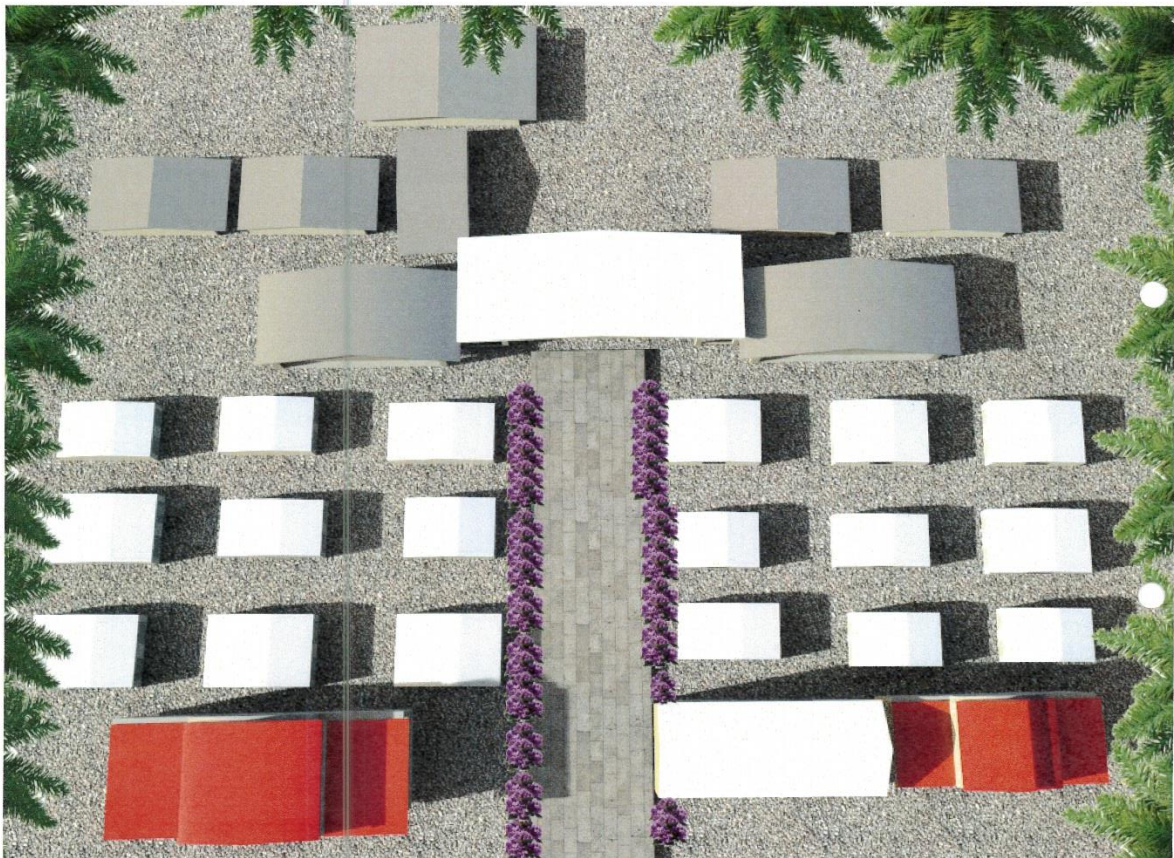
# Proposed Plan





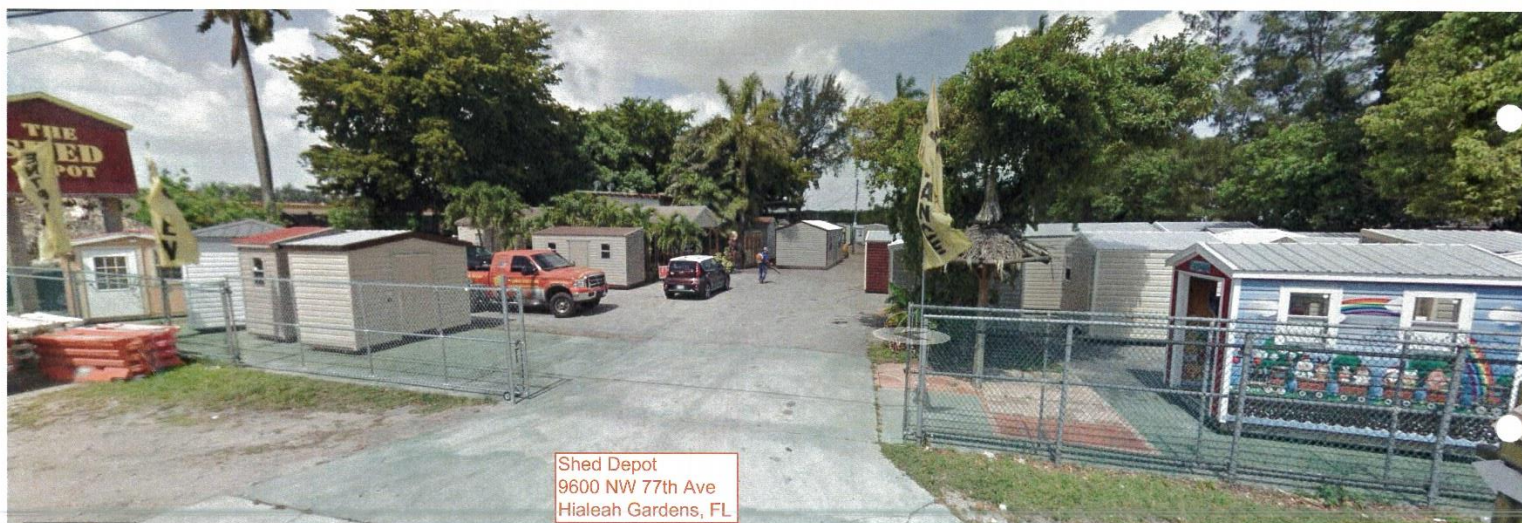




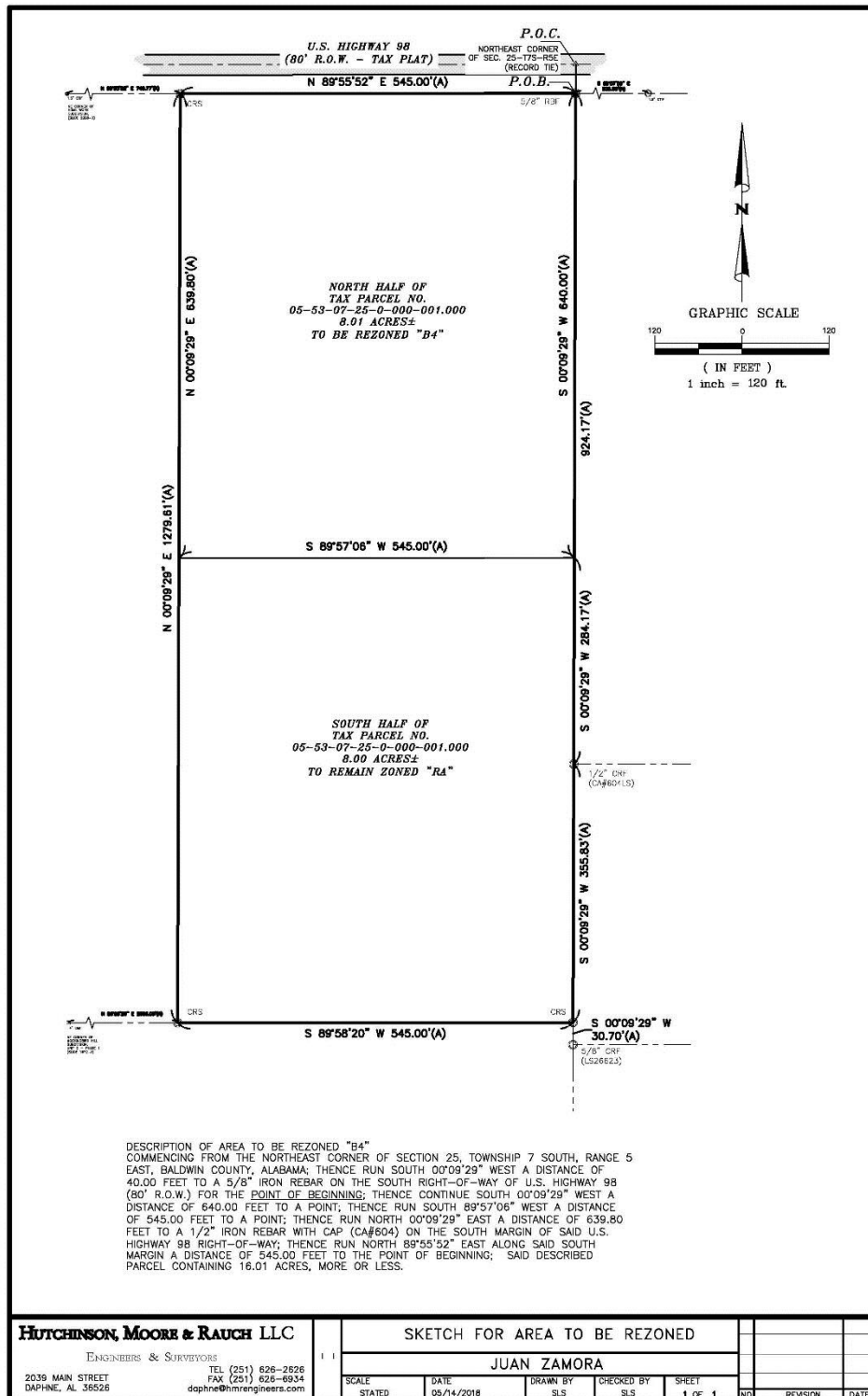




## Applicant's Other Businesses



# Survey





## Property Images









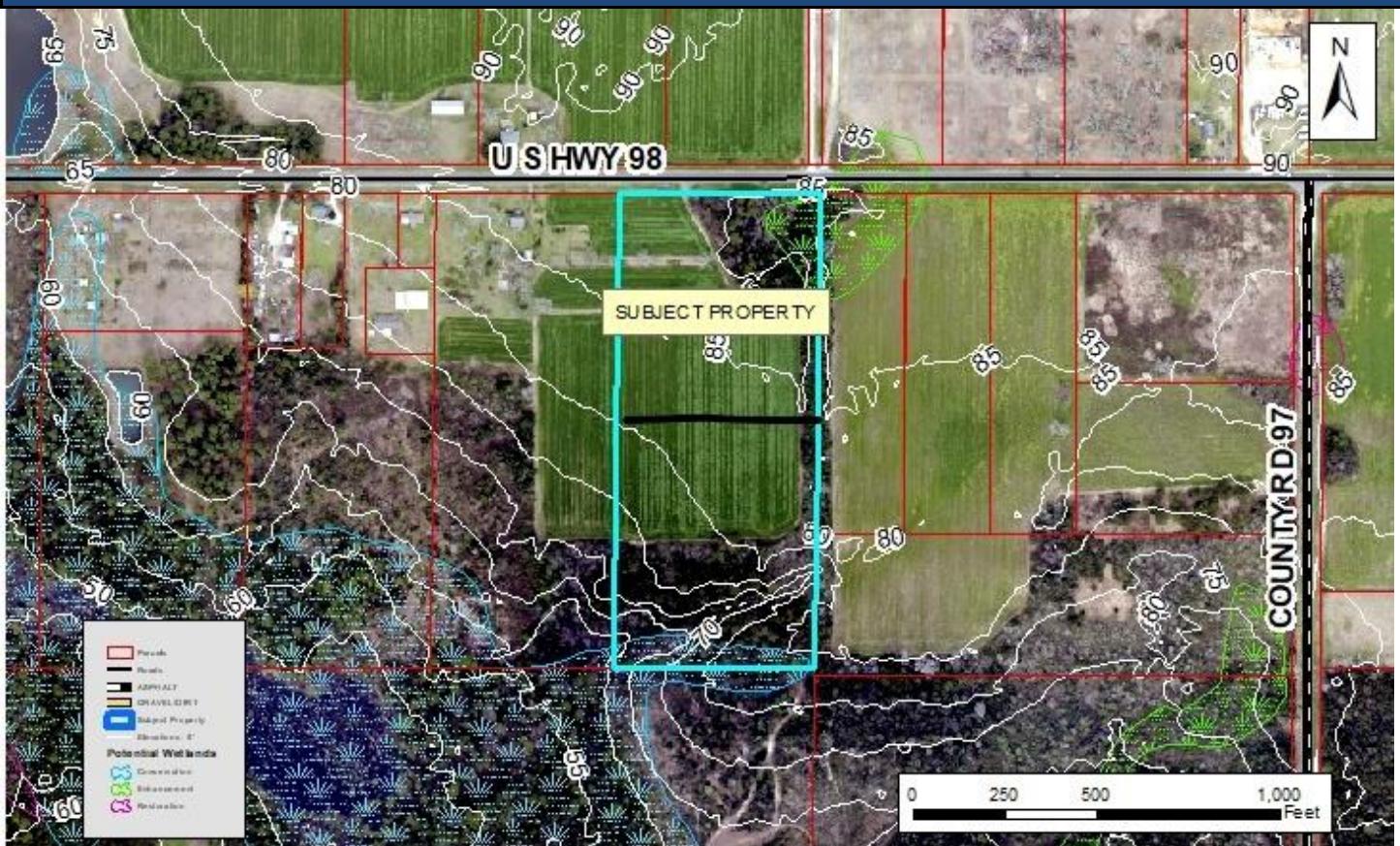




Locator Map



Site Map



1 CHAIRMAN SAM DAVIS: Motion carries.

2 MR. SETH PETERSON: Thank you.

3 8 - CONSIDERATION OF APPLICATIONS AND REQUESTS: RE-ZONING CASES

4 8B - CASE Z-18033 1ST AMERICAN INVESTMENTS LLC PROPERTY

5 CHAIRMAN SAM DAVIS: The next case is Z-18023,  
6 The Reserve at Daphne.

7 MS. CELENA BOYKIN: We're gonna skip to the  
8 next case. We're waiting for Vince to get here, so we're  
9 gonna move to Z-18033.

10 CHAIRMAN SAM DAVIS: All right. We'll go to  
11 Case Z-18033, First American Investments.

12 MS. CELENA BOYKIN: Correct.

13 All right. This is a request to rezone eight acres  
14 from RA to B-4. The applicant is asking for the B-4 in  
15 order to sell custom and prefab sheds and barns on the  
16 subject property.

17 It's located on Highway 98 in Planning District 22.  
18 The whole property consists of sixteen acres, but the  
19 applicant is just asking for the front eight acres to be  
20 rezoned to B-4.

21 This property was brought before you at the last  
22 meeting. It was Case Z-18029. When they brought this at  
23 the last meeting, they were planning to do some storage  
24 -- RV, boat storage. After hearing some of the concerns  
25 at the meeting and the planning commission also denied  
26 it, they withdrew the application before it went to  
27 county commission. They decided to start over. They  
28 submitted a whole new application and paid fees and

1 started over. They came --

2 Here's their plan. They plan to put an office and  
3 then sell the storage buildings. This is their proposed  
4 plan. They have parking and an office, and it shows the  
5 area they plan to develop. And they also submitted some  
6 renderings of what they propose it to look like. And  
7 these two pictures -- They have two other businesses  
8 similar to this in Florida, and this is their businesses  
9 there.

10 Staff has recommended approval of this rezoning  
11 case. And I believe also in the packet, there was a  
12 letter of concern from one of the citizens. And the  
13 applicant is also here to answer any of the questions.

14 CHAIRMAN SAM DAVIS: Any questions for Celena?

15 (No response.)

16 CHAIRMAN SAM DAVIS: All right. Thank you.

17 We'll open the public hearing at this point. Does  
18 the developer wish to come up to the mic? There are  
19 three signed up to speak for, and there's one signed up  
20 to speak against.

21 MR. STUART SMITH: I'm Stuart Smith. I'm here  
22 representing the owner.

23 Just to touch base a little bit of the last time we  
24 were here. It was evident that we didn't provide you  
25 enough information to review for what we were intending  
26 to do, and I had an error on the application of the  
27 proposed use as well. It was intended by the client --  
28 our client to do this from the beginning. So that was an

1 error on my part.

2 Other than that, you know, the -- What he wants to  
3 do out there, I mean, very similar people are doing  
4 something just the same as they are. You know, the  
5 adjacent property, you know, that is right next door to  
6 us is B-4. It got rezoned. And the two parcels down is  
7 B-4. B-3 is just beside it. And then, of course, down  
8 the road, there's light industrial. So we would ask  
9 y'all to review this one more time with the information  
10 we've provided you.

11 CHAIRMAN SAM DAVIS: I didn't ask you, but  
12 state your name for us.

13 MR. STUART SMITH: Stuart Smith.

14 CHAIRMAN SAM DAVIS: Okay. Any questions for  
15 Mr. Smith?

16 COMMISSION MEMBER BONNIE LOWRY: I do.

17 What you have submitted this time, it says Baldwin  
18 Barns. Of course, barns doesn't have anything to do with  
19 sheds, does it? And Number 2 for you, if you're going to  
20 use only half of the acreage, what's your egress road  
21 going to be to the other half of the acreage?

22 MR. STUART SMITH: There's gonna be a thirty  
23 foot ingress/egress along the side property line to get  
24 to the back. The client does intend to build a residence  
25 in the back and live in the back.

26 As far as Baldwin Barns goes, I mean, a name is a  
27 name. You know, I don't know what to tell you farther  
28 than that.

## BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 07/12/2018

1 The client is here this evening, if there's going to  
2 be any further questions or if you need to know anything  
3 in more detail.

4 CHAIRMAN SAM DAVIS: Why don't we ask him to  
5 come up to the mic.

6 MR. JUAN ZAMORA: Good evening.

7 CHAIRMAN SAM DAVIS: State your name, sir.

8 MR. JUAN ZAMORA: Juan Zamora.

9 CHAIRMAN SAM DAVIS: How soon do you intend to  
10 start developing the property?

11 MR. JUAN ZAMORA: I was hoping I could get  
12 started a little early. But I'd like to let you guys  
13 know how I visited the area, I fell in love with the  
14 area, the growth. And we build sheds and barns. So just  
15 to provide something to the area that's needed here. So  
16 I brought my family with me so the girls can kind of see  
17 what's going on and get the experience in this. So it's  
18 a long term. It's not that I've seen people that want to  
19 buy a property and change it and sell it. No, sir. I  
20 have plans for it there. And I've got some acreage next  
21 door that I'm purchasing as well. So with all due  
22 respect to everybody here, I just want to bring growth to  
23 the area. I like it and I want to come -- I'm a little  
24 -- Let's just say I'm getting a little older, and South  
25 Florida is really congested. My businesses do very well  
26 there, but I kind of want to slow it down a little bit.  
27 I can control that over there through my accountant,  
28 etcetera. But I want to put some roots in this area. So



## BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 07/12/2018

1 with your permission and acceptance of the commissioners  
2 that I'm facing -- I'm sorry. I'm a little nervous.  
3 I've never done this before. So it's just very clean.  
4 There's no mechanical things. We're not gonna be  
5 building there. Our factory is in Georgia, so we're not  
6 gonna be doing any construction there and making noise or  
7 building and in and out. It's just like a beautiful  
8 showroom.

9 CHAIRMAN SAM DAVIS: Okay. Thank you. We  
10 appreciate that.

11 Any questions for this gentleman?

12 COMMISSION MEMBER SPENCE MONROE: Sam, I've got  
13 a couple.

14 Is it Steve? Is that correct?

15 MR. STUART SMITH: Stuart.

16 COMMISSION MEMBER SPENCE MONROE: Stuart -- I'm  
17 sorry -- mentioned the thirty foot easement, yet the  
18 proposed plan does not indicate that at all.

19 MR. JUAN ZAMORA: They're gonna be taking care  
20 of the engineer work on it, sir.

21 COMMISSION MEMBER SPENCE MONROE: Okay.

22 MR. JUAN ZAMORA: And the reason is the back  
23 half that's on it, we kind of cleaned out the area there.  
24 And it's got some nice pine trees in the back. And I  
25 want to build a nice estate back there where I can maybe  
26 just ride up to the front on my golf cart and see what's  
27 going on, you know, hey, and go right back. I'm about  
28 twelve years away from retirement hopefully, not full

1 retirement, but --

2 COMMISSION MEMBER SPENCE MONROE: The other  
3 question I had was on the site plan view of the property,  
4 it looks like the northeast corner is fairly wet. Is  
5 that correct?

6 MR. JUAN ZAMORA: I've kind of brought it over  
7 to the side a bit from that area, and we're gonna be  
8 bringing up some field dirt or whatever our engineer  
9 recommends in that area.

10 COMMISSION MEMBER SPENCE MONROE: So your  
11 property would or the buildings that you're selling would  
12 not be out in that area?

13 MR. JUAN ZAMORA: No, sir. They would be on an  
14 elevated foundation. And the barns would actually have a  
15 concrete pad which will be affixed to it so they wouldn't  
16 be -- You know, it's gonna have its paved road. We'll  
17 invest a bit in that property, sir.

18 COMMISSION MEMBER SPENCE MONROE: Okay.

19 CHAIRMAN SAM DAVIS: Any other questions for  
20 this gentleman?

21 (No response.)

22 CHAIRMAN SAM DAVIS: All right. Thank you,  
23 sir.

24 There's one signed up in opposition; Mr. Jeff Moore.

25 MR. JEFF MOORE: I have a picture for you guys.  
26 Is it all right if I bring it up?

27 CHAIRMAN SAM DAVIS: Sure.

28 MR. JEFF MOORE: My name is Jeff Moore. I'm a

1 land owner, property owner and business owner in the area  
2 where this proposed zoning is.

3 I was here a month ago in opposition to it then, and  
4 it was -- you recommended it would be denied. And they  
5 pulled the permit before it went to the commission. And  
6 instead of saying that what they had planned originally  
7 they wanted to do, they changed their direction  
8 completely. I mean, if this gentleman has a good  
9 business building and selling sheds in South Florida, why  
10 would he not want to do the same thing up here? You  
11 know, to me, that means just as I said last time, that  
12 all they want to do is get it rezoned whether they live  
13 in the back eight acres or not so that they can flip the  
14 front on Highway 98.

15 The pictures that I gave you, he had pictures that  
16 they submitted of the property for the shed depots.  
17 There are two locations in South Florida. What they  
18 failed to tell you is that the original one in  
19 Hialeah/Gardens, Florida, it's on a frontage road off a  
20 divided highway. That is totally different than Highway  
21 98 in Baldwin County between Elberta and Lillian. The  
22 other one is in Homestead, Florida. It's in a four-lane  
23 divided highway. There again, it's not anything close to  
24 what -- The area around it is industrial. There's a  
25 recycling center next to the one shed business. And like  
26 he said, he's not going to be manufacturing. But, you  
27 know, I question that since in his original zoning  
28 request, it says sales office and showcase area for

1 custom and prefab sheds. Well, custom means if somebody  
2 wants something added. Where does it get added? And if  
3 that is the case, would a B-4 be the correct zoning?

4 The other thing that I have is, you know, they have  
5 -- I had fought the other rezoning in this area. It is  
6 all prime farmland, and it is a low area between his  
7 property and the next one that was rezoned B-4. And that  
8 rezoning went through before I got my ducks in a row. I  
9 did contest the one that is the farthest to the east.  
10 And the gentleman had a -- He gave a spill. It was  
11 approved. And it was now up for rent and still for rent.  
12 And this gentleman has already changed his mind once. If  
13 it gets denied again, is he gonna go back to South  
14 Florida and ask for something different just to get that  
15 property rezoned?

16 There is a lot of traffic on that road. And getting  
17 large sheds and buildings in and out on Highway 98 right  
18 now in that area would be a disaster.

19 CHAIRMAN SAM DAVIS: Let me ask you, where is  
20 your property located in relation to this?

21 MR. JEFF MOORE: My property -- My home is  
22 approximately four tenths of a mile to the east of this  
23 location.

24 CHAIRMAN SAM DAVIS: All right. And you said  
25 you're in business for yourself?

26 MR. JEFF MOORE: Yes.

27 CHAIRMAN SAM DAVIS: What do you do?

28 MR. JEFF MOORE: My wife and I own Moore

1 Fasteners. We're at the corner of Deer Acres Lane and  
2 98. And so we had our property rezoned. We have a  
3 business there. We've been in business there for six  
4 years. We've expanded our business, and we've been  
5 trying to keep with everything that's in the county, what  
6 they asked us to do. But we have not -- We're not  
7 flipping the property. We had a plan. You made us prove  
8 what we were gonna do before you would rezone it.

9 This property is only eight acres, and he wants to  
10 rezone for sixteen. The back part of that eight acres  
11 has already been replanted in crops, which to me says why  
12 would you want to replant crops if he is wanting to get  
13 started that quickly. And if there is wetlands on this  
14 property, doesn't that affect what the use can be?

15 CHAIRMAN SAM DAVIS: That's all handled down  
16 the road from this meeting.

17 MR. JEFF MOORE: Okay. But once -- That's  
18 true. But once it's rezoned, then it can't go back.  
19 That's what I'm concerned with. We're changing all these  
20 properties on Highway 98 that are in the middle of  
21 nowhere. I have a distribution center. I do not have a  
22 -- I mean, it's not a retail sales. We're not -- That's  
23 not our business. And we get along with all of our  
24 neighbors. We have never had any complaints from the  
25 neighbors. And they're starting to turn more and more of  
26 this property. And once it's turned to B-4, unless  
27 somebody wants to rezone it, they can't. It stays that.  
28 Which just increases the property value for whoever wants



1 to sell it.

2 In August of 1991, the Alabama State Legislature  
3 passed the Baldwin County Planning and Zoning Act, Number  
4 91-719, which basically states Baldwin County Planning  
5 and Zoning Department staff developed long range,  
6 comprehensive land use plans and implements zoning and  
7 subdivision regulations in unincorporated Baldwin County.  
8 These development programs strive to ensure that the rich  
9 quality of the life enjoyed by citizens of Baldwin County  
10 today will be maintained, if not enhanced for future  
11 generations.

12 CHAIRMAN SAM DAVIS: Let me ask you, how long  
13 have you owned the property where your business is?

14 MR. JEFF MOORE: We have owned it now for, I  
15 believe it's seven years.

16 CHAIRMAN SAM DAVIS: Did you ask for it to be  
17 rezoned?

18 MR. JEFF MOORE: Yes, sir. I came in front of  
19 the zoning board and asked for it with plans of the  
20 building that I was going to build.

21 CHAIRMAN SAM DAVIS: And it fronts 98.

22 MR. JEFF MOORE: Yes, sir. But we also -- Our  
23 access is off of Deer Acres Lane.

24 CHAIRMAN SAM DAVIS: Okay. Was there any  
25 opposition to your rezoning?

26 MR. JEFF MOORE: Yes, sir, there was. And they  
27 -- Not everybody on the committee was for it, but they  
28 approved it. And I have -- As far as I'm concerned, I

1 have not let down the county. I have done what I've  
2 asked. The building -- I'd be more than happy -- Anybody  
3 is welcome to take a look at it. We meet all the codes.  
4 We've kept all the buffer zones that were required. I  
5 know that that is down the road, but we had to have all  
6 of that before they would rezone it for us. I just want  
7 the county to slow down rezoning so that people can flip  
8 it. That's what happened to the eight acres that is on  
9 the corner of 97 and 98. They were going to put a  
10 restaurant --

11 COMMISSION MEMBER KEVIN MURPHY: Have you  
12 thought about the property owners who are very happy that  
13 this is happening again when ten years ago when the land  
14 market fell? Have you thought about that side of it?  
15 The farmers that are getting fifty dollars an acre to  
16 rent their land, the old generation who are retired, have  
17 you thought about them? They'd like to have a little  
18 income too.

19 MR. JEFF MOORE: And I don't -- I mean, it's  
20 not -- If it was residential, I don't think there would  
21 be -- I mean, I would have no opposition if they were  
22 going to put a subdivision --

23 COMMISSION MEMBER KEVIN MURPHY: But yours  
24 isn't residential.

25 MR. JEFF MOORE: Hum?

26 COMMISSION MEMBER KEVIN MURPHY: Yours isn't  
27 residential. You were zoned business.

28 MR. JEFF MOORE: Correct. But we were not --

## BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 07/12/2018

1 Yes. And we are across from another business, and it  
2 just -- We have three acres is our total property. So --

3 COMMISSION MEMBER KEVIN MURPHY: You could have  
4 rented it to a farmer and got a hundred and fifty dollars  
5 a year.

6 MR. JEFF MOORE: No, sir, I could not. Ours  
7 was all wooded.

8 COMMISSION MEMBER KEVIN MURPHY: Three thousand  
9 dollars --

10 MR. JEFF MOORE: It's wetlands.

11 COMMISSION MEMBER KEVIN MURPHY: For three  
12 thousand dollars, you could have cleared it.

13 MR. JEFF MOORE: Okay. Well, I mean, actually,  
14 we were told we can't clear over one acre without  
15 permits. I mean --

16 CHAIRMAN SAM DAVIS: We're kind of getting off  
17 track a little bit. But you do realize Baldwin County is  
18 the fastest growing county in the state at this point.  
19 Commercial properties do locate along thoroughfares.

20 MR. JEFF MOORE: Yes, sir.

21 CHAIRMAN SAM DAVIS: And you mentioned the  
22 subdivision, that you'd be in favor of a subdivision.  
23 I'm of the opinion that a subdivision would put a whole  
24 lot more traffic out on 98 than what this business would  
25 do and a lot more regular -- actually in condensed times  
26 earlier in the morning and later in the afternoon. So I  
27 understand your arguments, but people in Baldwin County  
28 that have been there a while seems to have the mentality

## BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 07/12/2018

1 that okay, I'm here, I've got mine, I don't want anybody  
2 else to come. That's just really not rational.

3 MR. JEFF MOORE: Okay. That's not my opinion  
4 and not the way I wanted to perceive it. But --

5 CHAIRMAN SAM DAVIS: Let me ask if there's any  
6 other questions for Mr. Moore.

7 (No response.)

8 CHAIRMAN SAM DAVIS: All right. Thank you,  
9 sir.

10 MR. JEFF MOORE: Thank you.

11 COMMISSION MEMBER BONNIE LOWRY: Sam, may I ask  
12 Mr. Stuart a question? I think I understood him, but I  
13 want to make sure whether I did or not.

14 CHAIRMAN SAM DAVIS: Sure.

15 COMMISSION MEMBER BONNIE LOWRY: Did I hear you  
16 say that on the back eight acres that are left that you  
17 were planning on putting a home?

18 MR. STUART SMITH: I was not. I'm representing  
19 the client. They are planning to do that. That is in  
20 their future scope.

21 COMMISSION MEMBER BONNIE LOWRY: Okay. Thank  
22 you.

23 CHAIRMAN SAM DAVIS: Does the applicant have  
24 anything else you would like to say to us?

25 MR. JUAN ZAMORA: Yes. When I first came --

26 CHAIRMAN SAM DAVIS: If you would, come back up  
27 to the mic. I'm not trying to put you on the spot.

28 MR. JUAN ZAMORA: Oh, no. It's okay. The

1 second time around, you kind of feel a little more --

2 When I first got into the area, I actually went to  
3 Mr. Moore's place, and I told him originally what I  
4 wanted to do. I introduced myself. I explained to him  
5 that I had just purchased the property and I wanted to  
6 get familiar with the people in the area, friendly. I  
7 told him that if there's anything he needed -- I had some  
8 bush hogs, backhoes, Bobcats, if there's anything that I  
9 could do to help him out. And I give him my personal  
10 business card and bought some hardware from him. And I  
11 said if there's anything you need, here's my number, my  
12 e-mail is on there, if there's anything, please contact  
13 me. I'm right down the street. I plan on putting a shed  
14 business there. And I did tell him that personally. So  
15 I didn't go over there and tell him that I was gonna do  
16 anything. I introduced myself neighborly and what my  
17 intentions were. And little did I know that this was  
18 gonna be occurring right now. So I wanted to address  
19 that at the moment. So I still offer my friendship to my  
20 neighbors. I'm there for whatever they need. And all my  
21 intentions are just good, sir.

22 CHAIRMAN SAM DAVIS: Okay. Thank you.

23 Are there any questions for this gentleman?

24 (No response.)

25 CHAIRMAN SAM DAVIS: All right. Thank you,  
26 sir.

27 We will close the public hearing at this point. Any  
28 other questions for staff?

1 COMMISSION MEMBER BONNIE LOWRY: I have one.

2 Am I correct in the fact that a major commercial in a  
3 B-4, you would not have a home on that property, that it  
4 would go to a B-2?

5 MS. CELENA BOYKIN: If they plan to build a  
6 home, they can't do it on a B-4, but they can do it on  
7 the back eight acres that's remaining RA, which I think  
8 is what they're planning to do. The whole property  
9 consists of sixteen acres. They're just asking for the  
10 front eight acres to be rezoned to B-4. The rear eight  
11 acres will stay RA. And that's where they plan to build  
12 a home.

13 COMMISSION MEMBER BONNIE LOWRY: But the same  
14 person is going to own both acres; right?

15 MS. CELENA BOYKIN: Correct. Yes.

16 CHAIRMAN SAM DAVIS: Any other questions for  
17 staff?

18 MS. CELENA BOYKIN: I'd also like to mention  
19 there was discussion about the wetlands. If there is  
20 wetlands on the property, a delineation will have to be  
21 done. The county requires a thirty foot setback from the  
22 wetlands.

23 CHAIRMAN SAM DAVIS: Thank you.

24 All right. Staff has recommended approval. Is  
25 there a motion to do so?

26 COMMISSION MEMBER DEWANE HAYES: I make a  
27 motion to approve.

28 CHAIRMAN SAM DAVIS: Okay. There's a motion to



1 approve. Is there a second?

2 COMMISSION MEMBER KEVIN MURPHY: I'll second.

3 CHAIRMAN SAM DAVIS: Okay. There's a second on  
4 the table.

5 All in favor, say aye.

6 (All members except Commission Member Bonnie Lowry say "aye" in  
7 unison.)

8 CHAIRMAN SAM DAVIS: All opposed?

9 COMMISSION MEMBER BONNY LOWRY: No.

10 CHAIRMAN SAM DAVIS: There's one dissenting,  
11 but the motion carries.

12 **8A - CASE Z-18023 THE RESERVE AT DAPHNE PROPERTY**

13 CHAIRMAN SAM DAVIS: All right. We'll go back  
14 to Case A-18023.

15 Vince, did I get the case right? Z-18023?

16 MR. VINCE JACKSON: Yes. And first, let me  
17 apologize for running late.

18 CHAIRMAN SAM DAVIS: It happens to all of us.

19 MR. VINCE JACKSON: But I'm here. And I  
20 appreciate your patience and rearranging the agenda just  
21 a little bit.

22 This is Z-18023, The Reserve at Daphne Property.  
23 This is a request for PRD site plan approval. The  
24 applicant is requesting the site plan approval for a four  
25 hundred and seventy acre, six eighteen lot plan  
26 residential development to be known as The Reserve at  
27 Daphne.

28 The subject property is located on the north side of

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-18033

First American Investments Property

Re-zone RA to B-4

7/12/2018

Motion: TO RECOMMEND APPROVAL

Made by: DEWANE HAYES

Motion Seconded by: KEVIN MURPHY

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Dewane Hayes	X	
Spence Monroe	X	
Kevin Murphy	X	
Cassie Boatwright	A	A
Doug Thomas	A	A
Bonnie Lowry		X
Daniel Nance	X	

*\*The Chairman only votes in the event of a tie.*

*MOTION CARRIES ON A VOTE OF 4-1*

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2018-101

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-18033, 1<sup>st</sup> American Investments LLC Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

**WHEREAS**, Juan C. Zamora has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 30, for property identified herein and described as follows:

COMMENCING FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°09'29" WEST A DISTANCE OF 40.00 FEET TO A 5/8" IRON REBAR ON THE SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY 98 (80' R.O.W.) FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°09'29" WEST A DISTANCE OF 640.00 FEET TO A POINT; THENCE RUN SOUTH 89°57'06" WEST A DISTANCE OF 545.00 FEET TO A POINT; THENCE RUN NORTH 00°09'29" EAST A DISTANCE OF 639.80 FEET TO A 1/2" IRON REBAR WITH CAP (CA#604) ON THE SOUTH MARGIN OF SAID U.S. HIGHWAY 98 RIGHT-OF-WAY; THENCE RUN NORTH 89°55'52" EAST ALONG SAID SOUTH MARGIN A DISTANCE OF 545.00 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 8.01 ACRES, MORE OR LESS.

Otherwise known as tax parcel numbers, **05-53-07-25-0-000-001.000 (part of)**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RA, Rural Agriculture District, to B-4, Major Commercial District; and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on July 12, 2018, and voted to recommend approval of the rezoning request; and

**WHEREAS**, the Baldwin County Commission held a public hearing on August 21, 2018; and

**WHEREAS**, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 22 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the property (Case No. Z-18033, 1<sup>st</sup> American Investments LLC Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 22 from RA, Rural Agriculture District, to B-4, Major Commercial District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 22 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **21st** day of **August** **2018**.

---

Honorable Frank Burt, Jr., Chairman

ATTEST

---

Ronald J. Cink, County Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0769, **Version:** 1

**Item #:** G2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

---

### **ITEM TITLE**

Proposed Zoning Text Amendment to the Local Provisions for Planning District 24 (Ono Island) Pertaining to Food Trucks

### **STAFF RECOMMENDATION**

Authorize the Planning and Zoning staff to begin the amendment process and advertise a proposed amendment to the text of Article 2, Section 2.3.24, of the Baldwin County Zoning Ordinance.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** February 18, 2015

**Background:** The Property Owners Association of Ono Island has requested a zoning text amendment to the Local Provision for Planning District 24 (Ono Island) which would allow for the utilization of food trucks during community and social events held at the Ono Island community support facilities. The proposed amendment would be placed at Article 2, Section 2.3.24 of the zoning ordinance. This section deals with the Local Provisions for Planning District 24 (Ono Island). A copy of the proposed amendment is attached with the new language underlined and highlighted in red. A copy of the letter from the Property Owners Association of Ono Island, requesting the amendment, is also attached.

The Planning and Zoning staff respectfully requests authorization to begin the amendment process and advertise the proposed amendment. If authorization is granted, the proposed amendment will be placed on the September 6, 2018, Planning Commission agenda for a recommendation. It will then be brought to the County Commission for a public hearing and final vote in October.

### **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:** Planning and Zoning Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Advertise proposed zoning text amendment.

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

### 2.3.24 ***Planning District 24.***

#### 2.3.24.1 Effective Date

On May 12, 1992, a majority of qualified electors in Planning District 24 voted to institute County Zoning. On April 7, 1993, the County Commission adopted the Planning District 24 Zoning Map and Ordinances.

#### 2.3.24.2 District Boundaries

A legal description of the boundaries for Planning District 24 may be found under Appendix A.

#### 2.3.24.3 Local Provisions for Planning District 24

(a) All utilities shall be placed underground.

(b) Roof mounted satellite receiving dishes are not permitted, except roof mounted satellite receiving dishes not exceeding 24 inches in diameter are permitted below the ridge of the roof.

(c) Ono Harbour multi-slip piers

1. The four multi-slip piers, with each berth assigned to specific lots as though a single family pier, are unique to Ono Harbour and are authorized as a special provision in Planning District 24.

2. In the event that the multi-slip piers may be damaged or destroyed to an extent of more than fifty percent (50%) of the fair market value of the piers immediately prior to damage or destruction, repair and rebuilding or the multi-slip piers to the configuration and number of slips existing at the time of damage or destruction shall be permitted as a matter of right, irrespective of the provisions contained within Article 20, Nonconformities, and subject to the approval and issuance of all required permits.

3. Boat lifts shall be permitted for each slip, subject to the approval and issuance of all required permits.

In the event additional lots are platted in Ono Harbour, additional slips may be added to the existing multi-slip piers, subject to Conditional Use approval of the Baldwin County Planning Commission.

(d) Ono Island community support facilities



1. Community support facilities are essential and unique to Ono Island and are authorized as a special provision in Planning District 24. The community support facilities in question are listed as follows:
  - A. Ono Fire Station
  - B. Ono Island POA Office Building
  - C. Ono Island twin-ramp boat launching facility
  - D. Ono Island maintenance equipment storage facility
  - E. Ono Island Community Center
  - F. Ono Island Recreation Center
  - G. Ono Island tennis courts, play center and associated facilities
  - H. Ono Island, ONOMAR bulkheaded multi-slip mooring canal
2. In the event that the above listed community support facilities may be damaged or destroyed to an extent of more than fifty percent (50 %) of the fair market value of the facilities immediately prior to damage or destruction, repair and rebuilding of the community support facilities to the conditions existing at the time of damage or destruction shall be permitted as a matter of right, irrespective of the provisions contained within Article 20, Nonconformities, and subject to the approval and issuance of all required permits.
3. There shall be no commercial activities conducted within the Ono Island community support facilities.
4. In the event that it should become necessary to enlarge or expand the existing Ono Island community support facilities, such expansion may be permitted, subject to Conditional Use approval of the Baldwin County Planning Commission.
5. New community support facilities for Ono Island may be allowed under the OR, Outdoor Recreation District, zoning designation, subject to the Conditional Use approval of the Baldwin County Planning Commission.
6. Food trucks which are a part of and incidental to community and social events held at Ono Island community support facilities are permitted. As used herein, the term "food truck" shall refer to a vehicle which is used to vend food and beverage products. The following standards shall apply:
  - A. Food trucks shall be located on the grounds of the community support facility hosting the community or social event.
  - B. Food trucks are permitted on each property a maximum of no more than two (2) days per calendar week.
  - C. No more than three (3) food trucks shall operate on any property at any one (1) time.
  - D. Food trucks shall be allowed to operate after 7:00 am and no later than 9:00 pm.

- E. No signage shall be allowed other than signs permanently attached to the food truck and one (1) portable menu sign to be located on the ground at the customer waiting area.
  - F. The food truck operator shall provide a waste receptacle for public use. The area shall be kept neat and orderly at all times and garbage or trash shall be removed daily.
  - G. Additional food trucks, extended frequency and extended hours of operation may be allowed upon the recommendations of the Ono Island Property Owner's Association (POA) and subject to the Special Exception approval of the Board of Adjustment for County Commission District 4.
- 
- (e) Accessory dwellings are permitted by right in residential districts in Planning District 24 provided they are contained entirely within the structure of a single family dwelling and provided they do not exceed sixty percent (60%) of the size, in square feet, of the principal residence.
  - (f) There shall be no limit on the number of habitable stories for a single family dwelling in the RSF-2, Single Family district provided that maximum building height shall not exceed forty (40) feet and the ridge of the roof shall not exceed forty-five (45) feet measured from the proposed finished grade.
  - (g) A water storage tank/tower may be allowed as a conditional use under the OR, Outdoor Recreation zoning designation, subject to the approval of the Baldwin County Planning and Zoning Commission.



## PROPERTY OWNERS ASSOCIATION OF ONO ISLAND, INC.

28491 ONO BOULEVARD - ORANGE BEACH, ALABAMA 36561

Phone (251) 980-5152 / Fax (251) 980-5146

July 30, 2018

Mr. Vince Jackson, Planning Director  
Baldwin County Planning & Zoning Department  
22251 Palmer Street  
Robertsdale AL 36567

Dear Vince,

The Board of Directors for the Property Owners Association of Ono Island, Inc. unanimously voted to move forward with the following proposed amendments pertaining to Special Provisions for Planning District 24 (Ono Island):

Food trucks which are a part of and incidental to community and social events held at Ono Island community support facilities are permitted. As used herein, the term "food truck" shall refer to a vehicle which is used to vend food and beverage products. The following standards shall apply:

- A. Food trucks shall be located on the grounds of the community support facility hosting the community or social event.
- B. Food trucks are permitted on each property a maximum of no more than two (2) days per calendar week.
- C. No more than three (3) food trucks shall operate on any property at any one (1) time.
- D. Food trucks shall be allowed to operate after 7:00 am and no later than 9:00 pm.
- E. No signage shall be allowed other than signs permanently attached to the food truck and one (1) portable menu sign to be located on the ground at the customer waiting area.
- F. The food truck operator shall provide a waste receptacle for public use. The area shall be kept neat and orderly at all times and garbage or trash shall be removed daily.
- G. Additional food trucks, extended frequency and extended hours of operation may be allowed upon the recommendations of the Ono Island Property Owner's Association (POA) and subject to the Special Exception approval of the Board of Adjustment for County Commission District 4.

Please let me know if you need any additional information and when the scheduled hearings will take place.

Sincerely,

  
Nancy Mackey, Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0726, **Version:** 1

**Item #:** H1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Christel Carpenter, Administrative Support Specialist III

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### ITEM TITLE

Request from Historic Blakeley State Park - Statewide High School Cross Country Running Meet on September 29, 2018

### STAFF RECOMMENDATION

Related to Historic Blakeley State Park's Statewide High School Cross Country Running Meet event on September 29, 2018, take the following action:

1) Approve the use of one (1) medium size Baldwin Regional Area Transit System (BRATS) bus on September 29, 2018, from 6:30a.m. to 12:00p.m. (6.5 hours), at a cost of \$357.50 (\$55.00 per hour) to transport attendees.

### BACKGROUND INFORMATION

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

**Background:** Mr. Mike Bunn, Director of Historic Blakeley State Park, has requested the use of a Baldwin Regional Area Transit System (BRATS) bus for transporting attendees.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$357.50 total for BRATS transportation

**Budget line item(s) to be used:** 51125.5150.03

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

### LEGAL IMPACT

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff

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

**Administration :** Send correspondence to:

Mr. Mike Bunn

Via email: [director@blakeleypark.com](mailto:director@blakeleypark.com) <<mailto:director@blakeleypark.com>>

Cc: Taylor Rider  
Chandra Middleton  
Joey Nunnally  
Kim Creech  
Ron Cink

**BRATS:** Coordinate with Mr. Mike Bunn.

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



RECEIVED  
JUL 27 2018

NR  
4BCC  
RC  
KC  
TR  
JN



July 25, 2018

Ronald J. Cink  
County Administrator/Budget Director  
Baldwin County Administration Department  
County Commission Office  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

Mr. Cink,

On September 29, 2018, Historic Blakeley State Park will host a statewide high school cross country running meet sponsored by the Daphne High Cross Country Team. This is the second time we have held this event here at the park, and it has quickly become one of our larger events. Last year we had over twenty-five teams participate and welcomed over a thousand guests free of charge (we collect a modest rental fee for hosting the race to offset staffing costs). Races take place throughout the morning, and the event concludes at noon.

I am writing to respectfully request the County Commission allow the Park use of one BRATS bus and driver in shuttling guests from the main parking area to the race venue. As the teams are utilizing our Battlefield area for the races, the closest available parking for the large crowd we expect is nearly a half mile away and most will arrive around the same time. We have taken precautions to make that hike as easy and as safe as possible, and fully expect that the great majority of guests will be able to walk to the race course without difficulty. However, we very much need some help in making it easier for some of those attending these races, most of whom are parents and grandparents of the competitors, to make it to the race area in a timely manner. We have a team of staff and volunteers which will be assisting with parking cars and various other logistical details during the day.

If you are able to consider this request, a medium-sized (approximately 22-passenger) bus would be sufficient. We would hope it could be made available from 6:30 AM to Noon that day.

Thank you for your consideration, and please let me know if there is any further information you may need in order to consider this request.

Respectfully,

Mike Bunn  
Director  
Historic Blakeley State Park

## Christel F. Carpenter

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**Subject:** RE: Bus request

**From:** B.Taylor Rider

**Sent:** Wednesday, July 25, 2018 1:30 PM

**To:** Ronald Cink <[RCink@baldwincountyal.gov](mailto:RCink@baldwincountyal.gov)>

**Cc:** Amanda J. Thweatt <[AThweatt@baldwincountyal.gov](mailto:AThweatt@baldwincountyal.gov)>; Kathy Weeks <[KWeeks@baldwincountyal.gov](mailto:KWeeks@baldwincountyal.gov)>; Melinda T. Wallace <[MTWALLACE@baldwincountyal.gov](mailto:MTWALLACE@baldwincountyal.gov)>; Chandra Middleton <[CMiddleton@baldwincountyal.gov](mailto:CMiddleton@baldwincountyal.gov)>

**Subject:** RE: Bus request

Yes; I have spoken with our Scheduling Department & September 29<sup>th</sup> is available. Including commute time, it will be \$357.50 ( 6.5 hour @ \$55/hour).

Copying Scheduling & Bookkeeping; **please advise if the BCC approves.**

Thanks,

Taylor Rider

Baldwin County Commission

Director of Transportation

(251) 972-8576

Fax (251) 972-6841

Cell (251) 404-6473

[btrider@baldwincountyal.gov](mailto:btrider@baldwincountyal.gov)



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0742, **Version:** 1

**Item #:** H2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

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

Taylor Rider, BRATS Director of Transportation

**Submitted by:** Chandra Middleton, Assistant Director of Transportation

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### **ITEM TITLE**

2018-2019 Agreement for Transportation Services between Baldwin County Commission and AltaPointe Health Systems, Inc.

### **STAFF RECOMMENDATION**

Take the following actions:

1. Adopt Resolution #2018-103 and approve an Agreement between the Baldwin County Commission and AltaPointe Health Systems, Inc. for the Baldwin Regional Area Transit System (BRATS) to provide four (4) transportation routes Monday through Friday to all Baldwin County locations of AltaPointe Health Systems, Inc. at the cost of \$1,470.88 per route for a total of \$5,883.50 per month to be paid by AltaPointe Health Services, Inc. *(The term of this agreement shall commence on October 1, 2018, and expire September 30, 2019, and is contingent on Alabama Department of Transportation approval.); and*
2. Authorize the execution of any documents related to this agreement.

### **BACKGROUND INFORMATION**

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

**Background:** AltaPointe Health Systems, Inc. has requested that BRATS renew the annual agreement providing transportation service to all their existing locations within Baldwin County. This annual contract shall be effective and control any and all service rendered from the date of October 1, 2018, and it shall be binding up to and including September 30, 2019. AltaPointe Health Systems, Inc. agrees to the payment schedule of each route at \$1,470.88 per route equaling the total of \$5,883.50 per month for all four (4) routes.

The payment schedule in 2017-2018 for AltaPointe Health Systems, Inc. was \$1,435.00 per month equaling a total of \$5,740.00 per month for all four (4) routes.

This agreement is a standard document used by the Alabama Department of Transportation and has not been altered since last year's approval with the exception of names, titles, amounts, and addresses as deemed necessary.

### **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:** This contract is a standard document used by the Alabama Department of Transportation and has not been altered since last year's approval with the exception of names, titles, amounts, and addresses as deemed necessary.

### **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:** Agreement must be fully executed prior to October 1, 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):**  
1. Administration Staff is responsible for follow up on activities on this recommendation.

2. Specific action/actions required as follow up:

A. Have three (3) original agreements executed. (One for Baldwin County Commission, one for AltaPointe Health Systems, Inc. and one for the Alabama Department of Transportation.)

B. Mail the three (3) original documents to:

AltaPointe Health Care Systems, Inc.  
Attention: Tammy Ruffin  
372 South Greeno Road  
Fairhope, Alabama 36532

C. Once received from AltaPointe, obtain signature of Chairman for the agreement which authorizes BRATS to provide transportation services to AltaPointe Health Services, Inc.

D. Witness and notarize signatures in appropriate areas of said agreement.

E. Once AltaPointe and the Baldwin County Commission has signed, please forward the three (3) original agreements to Alabama Department of Transportation for their approval and signature at the following address:

Alabama Department of Transportation  
Attention: Mr. D.E. Phillips, Jr. P.E.  
1100 John Overton Drive  
Montgomery, Alabama 36110

F. Forward a full executed original to AltaPointe Health Systems and a copy to BRATS Assistant Director, Chandra Middleton.

G. BRATS bookkeeping will bill accordingly.

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

AGREEMENT BETWEEN

***Baldwin County Commission  
Baldwin Regional Area Transit System***

AND

***AltaPointe Health Systems, Inc.***

RELATIVE TO  
TRANSPORTATION SERVICES

**THIS AGREEMENT** is made and entered into by and between Baldwin County Commission Baldwin Regional Area Transit System, hereinafter referred to as **OPERATOR**; and AltaPointe Health Systems, Inc., hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

**WHEREAS**, the **OPERATOR** is the designated public transportation operator in Baldwin County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

**WHEREAS**, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2018, and continue through September 30, 2019, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this



agreement. Reimbursement for shared rides with non-agency clients will be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision-making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

- 10. OPERATOR to Indemnify:** The **OPERATOR** shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, or any damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused or as a result of in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts or omissions, or the deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement of the **OPERATOR**, or anyone directly or indirectly employed by the **OPERATOR**, the County or anyone for whose acts the **OPERATOR** may be liable, regardless of whether such claim, damage, loss or expense is caused in whole or part by a party indemnified.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the Acting Bureau Chief, Modal Programs.

**Baldwin County Commission**

**AltaPointe Health Systems, Inc.**

\_\_\_\_\_  
Frank Burt, Jr.  
Chairman

\_\_\_\_\_  
Julie Bellcase  
Chief Operating Officer

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

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

**Attest:**

**REVIEWED BY:**

\_\_\_\_\_  
Ronald J. Cink  
County Administrator

\_\_\_\_\_  
D.E. Phillips, Jr., P.E.  
Local Transportation Engineer

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

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

**\*NOTARY PAGE TO FOLLOW**

State of Alabama    )

County of Baldwin    )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., Chairman of Baldwin County Commission, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he, as such and with full authority, executed same knowingly and with full authority to do so.

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

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

State of Alabama    )

County of Baldwin    )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, Julie Bellcase, Chief Operating Officer of AltaPointe Health Systems, Inc., an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, she, as such and with full authority, executed same knowingly and with full authority to do so.

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

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

## ATTACHMENT A

### Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Baldwin County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$0.81 a mile plus \$30.90 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.
8. The **OPERATOR** shall commit four (4) buses to provide for all of the transportation needs that are considered herein. Any additional buses needed to provide services hereunder may be provided in the sole discretion of the **OPERATOR**.
9. The **OPERATOR** shall furnish the subject transportation for regular session days, on a pre-planned basis and from any additionally-authorized trips that are scheduled and coordinated with the **OPERATOR**.
10. The **OPERATOR** shall provide reasonable notice to **AGENCY** whenever the **OPERATOR** becomes aware of any development that affects the scope or time of services provided to **AGENCY** hereunder.
11. **AGENCY** agrees to pay the **OPERATOR** as set forth within the Terms of Compensation (Attachment "B"), as if fully set forth herein.
12. **AGENCY** shall provide any and all voluntary personnel to drive the subject

vehicles supplied herein.

13. **AGENCY** shall ensure that any individual, who is driving the assigned Baldwin County Commission buses, is qualified under the any applicable State or Federal law, guidelines or requirement.
14. **AGENCY** shall make payment to the **OPERATOR** by the first day of each and every month.
15. **AGENCY** representatives will be responsible for training, monitoring compliance and safety issues. Any issues are to be reported to the **OPERATOR** immediately.
16. **AGENCY** representative will be responsible for completing a pre-trip vehicle inspection report and immediately report any problems to the BRATS Maintenance Department. This paperwork must include date, driver's signature, pre-trip form, time vehicle is used, number of passengers, and mileage for routes. This paperwork is forwarded daily to the **OPERATOR**.
17. **AGENCY** shall provide reasonable notice to the **OPERATOR** whenever **AGENCY** becomes aware of any development that affects the scope or time of services provided to **AGENCY** hereunder.
18. **AGENCY** will provide ongoing communications with the **OPERATOR** regarding this service, including updates, emails and etc. as requested. Additionally, **AGENCY** will meet with the **OPERATOR** as needed or requested.
19. **AGENCY** shall keep the vehicles clean inside and outside.



## ATTACHMENT B

### Terms of Compensation

1. Allocated cost rate for transportation service:

\$0.81 per mile

\$30.90 per hour

2. Payment schedule:

**AGENCY** shall make prompt payment to the **OPERATOR** based upon Four (4) routes at One Thousand, Four Hundred Thirty-Five Dollars (\$1,470.88) per route equaling a total of \$5,883.50 per month.

3. Total contract limiting amount (if applicable): N/A

## **ATTACHMENT C**

### **TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT**

The AGENCY hereby appoints Robert Carlock as liaison to the Baldwin Regional Area Transit System's Steering Committee.

## RESOLUTION NUMBER 2018-103

### RESOLUTION

Resolved that Baldwin County Commission enters into agreement with third party transportation service (AltaPointe Health Systems, Inc.) contracting agencies during Fiscal Year 2019 for eligible public transportation services.

Further resolved that Baldwin County Commission agrees to provide third party transportation services to contracting agencies at approved fully allocated cost rates.

Further resolved that Baldwin County Commission authorizes the Chairman to execute the aforementioned Agreements and any amendments thereto.

### CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Baldwin County Commission at a duly authorized meeting held on the 21st day of August 2018 as shown by the minutes of the meeting in my possession.

---

Frank Burt, Jr.  
Chairman  
Baldwin County Commission

---

Notary



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0738, **Version:** 1

**Item #:** H3

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

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

Taylor Rider, BRATS Director of Transportation

**Submitted by:** Chandra Middleton, Assistant Director of Transportation

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### ITEM TITLE

2018-2019 Agreement for Transportation Services between Baldwin County Commission and Baldwin County Commission Council on Aging

### STAFF RECOMMENDATION

Take the following actions:

1. Adopt Resolution #2018-105 and approve an Agreement between the Baldwin County Commission and Baldwin County Commission Council on Aging for the Baldwin Regional Area Transit System (BRATS) to provide services to the seniors of Baldwin County Monday through Friday at the cost of \$5,095.50 per month to be paid by the Baldwin County Commission Council on Aging. *(The term of this agreement shall commence on October 1, 2018 and expire September 30, 2019 and is contingent on Alabama Department of Transportation approval.);* and
2. Authorize the execution of any documents related to this agreement.

### BACKGROUND INFORMATION

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

**Background:** Council on Aging (COA) has requested to renew the annual agreement providing transportation service to all nutritional center locations within Baldwin County. The COA believes that this service will increase and improve the attendance in the Senior Activities for Independent Living (S.A.I.L.) nutritional meal program. This annual agreement shall be effective and control any and all service rendered from the date of October 1, 2018, and it shall be binding up to and including September 30, 2019. COA agrees to the payment schedule of \$5,095.50 per month for these services.

The payment schedule approved by the Commission in 2017-2018 for COA was \$5,700.00 per month. After approval by the Commission, COA requested the Little River Nutritional Center route be removed for transportation service. The Center was denied Title III funding for transportation. With

the removal of this route, the payment schedule was reduced to \$4,971.00 per month.

This agreement is a standard document used by the Alabama Department of Transportation and has not been altered since last year's approval with the exception of names, titles, amounts, and addresses as deemed necessary.

### **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:** This agreement is a standard document used by the Alabama Department of Transportation and has not been altered since last year's approval with the exception of names, titles, amounts, and addresses as deemed necessary.

### **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:** Agreement must be fully executed prior to October 1, 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):**  
1. Administration Staff is responsible for follow up on activities on this recommendation.

2. Specific action/actions required as follow up:

- A. Have two (2) original agreements executed. (One for BCC and one for the Alabama Department of Transportation.)
- B. Obtain signature of Chairman on the Agreement which authorizes BRATS to provide transportation services to Council on Aging.
- C. Obtain signature of Kelly Childress, Council on Aging Coordinator.
- D. Witness and notarize signatures in appropriate areas of said agreement.
- E. Once Council on Aging and the Baldwin County Commission has signed, please forward the two (2) original agreements to Alabama Department of Transportation for their approval and signature at the following address:  
  
Alabama Department of Transportation  
Attention: Mr. D.E. Phillips, Jr. P.E.  
1100 John Overton Drive  
Montgomery, Alabama 36110
- F. Forward a full executed copy to Council on Aging Coordinator, Kelly Childress, and a copy to BRATS Assistant Director, Chandra Middleton.
- G. BRATS bookkeeping will bill accordingly.

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



AGREEMENT BETWEEN

***Baldwin County Commission  
Baldwin Regional Area Transit System***

AND

***Baldwin County Commission  
Council on Aging***

RELATIVE TO  
TRANSPORTATION SERVICES

**THIS AGREEMENT** is made and entered into by and between Baldwin County Commission Baldwin Regional Area Transit System, hereinafter referred to as **OPERATOR**; and Baldwin County Commission Council on Aging, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

**WHEREAS**, the **OPERATOR** is the designated public transportation operator in Baldwin County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

**WHEREAS**, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2018, and continue through September 30, 2019, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.

3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.
4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision-making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.

9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.
10. **OPERATOR to Indemnify:** The **OPERATOR** shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, or any damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused or as a result of in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts or omissions, or the deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement of the **OPERATOR**, or anyone directly or indirectly employed by the **OPERATOR**, the County or anyone for whose acts the **OPERATOR** may be liable, regardless of whether such claim, damage, loss or expense is caused in whole or part by a party indemnified.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the Acting Bureau Chief, Modal Programs.

**Baldwin County Commission**

**Council on Aging**

\_\_\_\_\_  
Frank Burt, Jr.  
Chairman

\_\_\_\_\_  
Kelly Childress  
Council on Aging Coordinator

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

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

**Attest:**

**REVIEWED BY:**

\_\_\_\_\_  
Ronald J. Cink  
County Administrator

\_\_\_\_\_  
D.E. Phillips, Jr., P.E.  
Local Transportation Engineer

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

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

**\*NOTARY PAGE TO FOLLOW**

State of Alabama    )

County of Baldwin    )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., Chairman of Baldwin County Commission, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he, as such and with full authority, executed same knowingly and with full authority to do so.

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

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

State of Alabama    )

County of Baldwin    )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, Kelly Childress, Coordinator of Baldwin County Commission Council on Aging, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, she, as such and with full authority, executed same knowingly and with full authority to do so.

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

\_\_\_\_\_  
Notary Public  
My Commission Expire

## ATTACHMENT A

### Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Baldwin County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$0.81 a mile plus \$30.90 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.



## **ATTACHMENT B**

### **Terms of Compensation**

1. Allocated cost rate for transportation service:

\$0.81 per mile

\$30.90 per hour

2. Payment schedule:

\$5,095.50 per month for service to the following locations:

Little River, North Baldwin, Bay Minette, Summerdale, Ellisville, and Daphne  
Nutritional Centers

3. Total contract limiting amount (if applicable):N/A

## **ATTACHMENT C**

### **TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT**

The AGENCY hereby appoints Kelly Childress as liaison to the Baldwin Regional Area Transit System's Transportation Steering Committee.

## RESOLUTION NUMBER 2018-105

### RESOLUTION

Resolved that Baldwin County Commission enters into agreement with third party transportation service (Baldwin County Commission Council on Aging) contracting agencies during Fiscal Year 2019 for eligible public transportation services.

Further resolved that Baldwin County Commission agrees to provide third party transportation services to contracting agencies at approved fully allocated cost rates.

Further resolved that Baldwin County Commission authorizes the Chairman to execute the aforementioned Agreements and any amendments thereto.

### CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Baldwin County Commission at a duly authorized meeting held on the 21st day of August 2018 as shown by the minutes of the meeting in my possession.

---

Frank Burt, Jr.,  
Chairman  
Baldwin County Commission

---

Notary



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0741, **Version:** 1

**Item #:** H4

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

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

Taylor Rider, BRATS Director of Transportation

**Submitted by:** Chandra Middleton, Assistant Director of Transportation

---

### **ITEM TITLE**

2018-2019 Agreement for Transportation Services between Baldwin County Commission and Coastal Alabama Community College

### **STAFF RECOMMENDATION**

Take the following actions:

1. Adopt Resolution #2018-104 and approve an Agreement between the Baldwin County Commission and Coastal Alabama Community College for the Baldwin Regional Area Transit System (BRATS) to provide transportation services to all the Coastal Alabama Community College locations in Baldwin County on Monday through Friday at the cost of \$1,225.00 per month to be paid by the Coastal Alabama Community College. *(The term of this agreement shall commence on October 1, 2018 and expire September 30, 2019.);* and
2. Authorize the execution of any documents related to this agreement.

### **BACKGROUND INFORMATION**

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

**Background:** Coastal Alabama Community College has requested that BRATS renew the annual agreement providing transportation service to all of their existing locations within Baldwin County. This annual agreement shall be effective and control any and all services rendered from the date of October 1, 2018 and it shall be binding up to and including September 30, 2019. Coastal Alabama Community College agrees to the payment schedule of \$1,225.00 per month for these services.

The payment schedule in 2017-2018 for Coastal Alabama Community College was \$1,225.00 per month.

This agreement is a standard document used by the Alabama Department of Transportation and has not been altered since last year's approval with the exception of names, titles, amounts, and

addresses as deemed necessary. This document is not contingent on Alabama Department of Transportation's approval due to funds are considered fare-box revenue.

### **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:** This agreement is a standard document used by the Alabama Department of Transportation and has not been altered since last year's approval with the exception of names, titles, amounts, and addresses as deemed necessary.

### **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:** Agreement must be fully executed prior to October 1, 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):**

1. Administration Staff is responsible for follow up on activities on this recommendation.
2. Specific action/actions required as follow up:
  - A. Have two (2) original agreements executed. (One for Baldwin County Commission and one for

Coastal Alabama Community College.)

B. Mail the original agreements to:

Coastal Alabama Community College  
Attention: Dean Jim Fitzgerald  
1900 US Highway 31 South  
Bay Minette, Alabama 36507

C. Once received from CACC, obtain signature of Chairman on the agreements.

D. Witness and notarize signatures in appropriate areas of said agreements.

E. Forward a full executed original to Coastal Alabama Community College and a copy to BRATS Assistant Director, Chandra Middleton.

F. BRATS bookkeeping will bill accordingly.

**Additional instructions/notes:**

Jessica Davis of Coastal Alabama Community College has been handling agreement for Mr. Fitzgerald. This agreement no longer requires Alabama Department of Transportation approval.



AGREEMENT BETWEEN

***Baldwin County Commission  
Baldwin Regional Area Transit System***

AND

***Coastal Alabama Community College***

RELATIVE TO  
TRANSPORTATION SERVICES

**THIS AGREEMENT** is made and entered into by and between Baldwin County Commission Baldwin Regional Area Transit System, hereinafter referred to as **OPERATOR**; and Coastal Alabama Community College, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

**WHEREAS**, the **OPERATOR** is the designated public transportation operator in Baldwin County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

**WHEREAS**, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2018, and continue through September 30, 2019, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this

agreement. Reimbursement for shared rides with non-agency clients will be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision-making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

- 10. OPERATOR to Indemnify:** The **OPERATOR** shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, or any damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused or as a result of in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts or omissions, or the deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement of the **OPERATOR**, or anyone directly or indirectly employed by the **OPERATOR**, the County or anyone for whose acts the **OPERATOR** may be liable, regardless of whether such claim, damage, loss or expense is caused in whole or part by a party indemnified.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter.

**Baldwin County Commission**

**Coastal Alabama Community College**

\_\_\_\_\_  
Frank Burt, Jr.  
Chairman

\_\_\_\_\_  
Gary Branch  
President

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

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

**Attest:**

\_\_\_\_\_  
Ronald J. Cink  
County Administrator

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

**\*NOTARY PAGE TO FOLLOW**

State of Alabama    )

County of Baldwin    )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., Chairman of Baldwin County Commission, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he, as such and with full authority, executed same knowingly and with full authority to do so.

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

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

State of Alabama    )

County of Baldwin    )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, Gary Branch, President of Coastal Alabama Community College, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he, as such and with full authority, executed same knowingly and with full authority to do so.

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

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

## ATTACHMENT A

### Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Baldwin County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$0.81 a mile plus \$30.90 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.
8. The **OPERATOR** shall commit to provide transportation service to all Baldwin County Campuses with proper student identification. Any additional buses and drivers needed to provide services hereunder may be provided in the sole discretion of the **OPERATOR**.
9. The **OPERATOR** shall furnish transportation for regular session days, on a pre-planned basis and from any additionally-authorized trips that are scheduled and coordinated with BRATS at least forty-eight (48) hours in advance.
10. The **OPERATOR** shall provide reasonable notice to **AGENCY** whenever the **OPERATOR** becomes aware of any development that affects the scope or time of services provided to **AGENCY** hereunder.



11. **AGENCY** agrees to pay the **OPERATOR** as set forth within the Terms of Compensation (Attachment "B"), as if fully set forth herein.
12. **AGENCY** shall provide reasonable notice to the **OPERATOR** whenever **AGENCY** becomes aware of any development that affects the scope or time of services provided to **AGENCY** hereunder.
13. **AGENCY** will provide ongoing communications with the **OPERATOR** regarding this service, including updates, emails, etc. as requested. Additionally, **AGENCY** will meet with the **OPERATOR** as needed or requested.

## ATTACHMENT B

### Terms of Compensation

1. Allocated cost rate for transportation service:

\$0.81 per mile

\$30.90 per hour

2. Payment schedule:

\$1,225.00 per month

The **Agency** shall make payment to the **Operator** by the first day of each and every month.

3. Total contract limiting amount (if applicable): N/A

## **RESOLUTION NUMBER 2018-104**

### **RESOLUTION**

Resolved that Baldwin County Commission enters into agreement with third party transportation service (Coastal Alabama Community College) contracting agencies during Fiscal Year 2019 for eligible public transportation services.

Further resolved that Baldwin County Commission agrees to provide third party transportation services to contracting agencies at approved fully allocated cost rates.

Further resolved that Baldwin County Commission authorizes the Chairman to execute the aforementioned Agreements and any amendments thereto.

### **CERTIFICATION**

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Baldwin County Commission at a duly authorized meeting held on the 21st day of August 2018 as shown by the minutes of the meeting in my possession.

---

Frank Burt, Jr.  
Chairman  
Baldwin County Commission

---

Notary



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0743, **Version:** 1

**Item #:** H5

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

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

Taylor Rider, BRATS Director of Transportation

**Submitted by:** Chandra Middleton, Assistant Director of Transportation

---

### **ITEM TITLE**

2018-2019 Contract for Courier Services between Baldwin County Commission and Coastal Alabama Community College

### **STAFF RECOMMENDATION**

Take the following actions:

1. Approve a "Contract for Services" between the Baldwin County Commission and Coastal Alabama Community College for the Baldwin Regional Area Transit System (BRATS) to provide courier services to all the Coastal Alabama Community College locations in Baldwin County on Monday through Friday at the cost of \$1,187.00 per month to be paid by the Coastal Alabama Community College. *(The term of this contract shall commence on October 1, 2018, and expire September 30, 2019.);* and
2. Authorize the execution of any document related to this contract.

### **BACKGROUND INFORMATION**

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

**Background:** Coastal Alabama Community College has requested that BRATS renew the annual contract providing courier service to all their existing locations within Baldwin County. They believe that continuing this service will continue to benefit the college and promote comity between the two entities. This annual contract shall be effective and control any and all service rendered from the date of October 1, 2018, and it shall be binding up to and including September 30, 2019. Coastal Alabama Community College agrees to the payment schedule of \$1,187.00 per month for these services.

The payment schedule in 2017-2018 for courier services for Coastal Alabama Community College was \$1,158.00 per month.

This contract has not been altered since last year's approval with the exception of names, titles, amounts, and addresses as deemed necessary.

### **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:** This contract has not been altered since last year's approval with the exception of names, titles, amounts, and addresses as deemed necessary.

### **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:** Contract must be fully executed prior to October 1, 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):**

1. Administration Staff is responsible for follow up on activities on this recommendation.

2. Specific action/actions required as follow up:

A. Have two (2) original contracts executed. (One for Baldwin County Commission and one for Coastal Alabama Community College.)

B. Mail the original contracts to:

Coastal Alabama Community College  
Attention: Dean Jim Fitzgerald  
1900 US Highway 31 South  
Bay Minette, Alabama 36507

C. Once received from CACC, obtain signature of Chairman and County Administrator for the Contract for Services.

D. Witness and notarize signatures in appropriate areas of said contract.

E. Forward a full executed original to CACC and a copy to BRATS Assistant Director, Chandra Middleton.

F. BRATS bookkeeping will bill accordingly.

**Additional instructions/notes:** Jessica Davis of Coastal Alabama Community College has been handling agreement for Mr. Fitzgerald.



STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

**CONTRACT FOR SERVICES**

This Contract for Services is made and entered into by and between the County of Baldwin (hereinafter called the "COUNTY") acting by and through its governing body, the Baldwin County Commission *and* Coastal Alabama Community College (hereinafter called the "COLLEGE").

**WITNESSETH:**

**Whereas,** the COUNTY offers, through their BRATS Department, safe, affordable, and reliable transportation and related services to the general citizenry of Baldwin County in order to help promote a strong economy, protect the environment, conserve energy, and enhance lives; and,

**Whereas,** although the BRATS Department provides services with the assistance of Federal grants funds, the COUNTY supplies to BRATS certain equipment and related maintenance services that are not purchased with Federal funds and is capable of being used for such services as described herein; and

**Whereas,** the COLLEGE and the COUNTY have previously entered into contract for the provision of *courier services* by the BRATS Department for the general primary benefit of the COLLEGE and to promote comity between the two entities; and,

**Whereas,** the COLLEGE continues to solicit the aid of the COUNTY in an effort to guarantee that this courier service is provided; and,

**Whereas,** the COUNTY considers the solicited courier services, to the extent and degree as requested herein, to be in the best interest of the general public and for the betterment of higher education in Baldwin County.

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

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

A. COUNTY:             Baldwin County Commission acting by and through the Baldwin Regional Area Transit System (BRATS).

B. COLLEGE: Coastal Alabama Community College,  
including all locations existing within  
Baldwin County.

C. Agreement: This document.

- II.** Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III.** Authority. Each Party represents and warrants to the other that it possesses the proper authority or is otherwise permitted, under all necessary and applicable laws and regulations, to enter into this Agreement.
- IV.** Legal Compliance. The COLLEGE shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- V.** No Agency Created. It is neither the express nor the implied intent of the COLLEGE or the COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the COLLEGE does not in any manner act on behalf of the COUNTY, and the COUNTY does not in any manner act on behalf of the COLLEGE. The creation of such a relationship between the two entities is prohibited and void.
- VI.** 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- VII.** Entire Agreement. This Agreement represents the entire and integrated agreement between the COUNTY and the COLLEGE and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.

**VIII.** 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 the COLLEGE 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.

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

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

COLLEGE: Gary Branch, President  
Coastal Alabama Community College  
1900 US Hwy. 31 South  
Bay Minette, AL 36507

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

**XI.** Obligations Generally. This mutual agreement between the stated parties is for the COUNTY to commit sufficient non-Federally funded resources to provide the agreed-upon courier services to specifically agreed-upon locations with Baldwin County on a daily basis.

**XII.** Specific Responsibilities of the COUNTY:

- A. The COUNTY shall commit sufficient non-Federally funded resources to provide for needed courier needs as considered herein. The needed resources to provide sufficient services hereunder shall be provided in the sole discretion of the COUNTY.
- B. The COUNTY shall furnish courier services on a regular daily basis, and any additionally-authorized trips that are scheduled and coordinated with the BRATS Department.
- C. The COUNTY shall provide reasonable notice to the COLLEGE

whenever the COUNTY becomes aware of any development that affects the scope or time of services provided to the COLLEGE hereunder.

**XIII. Specific Responsibilities of the COLLEGE:**

- A. The COLLEGE agrees to pay the COUNTY one thousand one hundred eighty-seven dollars (\$1,187.00) per *month* for regular and anticipated *courier services* provided for herein.
- B. The COLLEGE shall make payment to the COUNTY by the first day of each and every month.
- C. The COLLEGE shall provide reasonable notice to the COUNTY whenever the COLLEGE becomes aware of any development that affects the scope or time of services provided to the COLLEGE hereunder.
- D. The COLLEGE will provide ongoing communications with the COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, the COLLEGE will meet with the COUNTY as needed or requested.

**XIV. Liability.** Each Party shall hold the other and its officers, affiliates, employees, agents, and representatives harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever incurred by or imposed upon the other party or their representatives, as a result of any activity conducted, or any act or omission, by the indemnifying party pursuant to this Agreement.

**XV. Termination of Services.** The COUNTY or the COLLEGE may terminate this contract, with or without cause or reason or hearing, by giving thirty (30) days written notice of such to the other party.

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

**XVI. Effective and Termination Dates.** This Contract shall be effective and control any and all services rendered between October 1, 2018 and September 30, 2019. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XVII. 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.

**XVIII. Number of Originals.** This Agreement shall be executed with two originals, both of which are equally valid as an original.

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

COUNTY  
Baldwin County Commission

ATTEST:

\_\_\_\_\_  
Frank Burt, Jr.            /Date  
Chairman

\_\_\_\_\_  
Ronald J. Cink            /Date  
County Administrator

COLLEGE  
Coastal Alabama Community College

\_\_\_\_\_  
Gary Branch            /Date  
President

**\*NOTARY PAGE TO FOLLOW**

State of Alabama     )

County of Baldwin    )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that Frank Burt, Jr., Chairman of the Baldwin County Commission, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he, as such and with full authority, executed same knowingly and with full authority to do so.

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

\_\_\_\_\_  
Notary Public  
My Commission Expire

State of Alabama     )

County of Baldwin    )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that Ronald J. Cink, County Administrator of the Baldwin County Commission, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he, as such and with full authority, executed same knowingly and with full authority to do so.

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

\_\_\_\_\_  
Notary Public  
My Commission Expire

State of Alabama     )

County of Baldwin    )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that Gary Branch, President of Coastal Alabama Community College, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he, as such and with full authority, executed same knowingly and with full authority to do so.

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

\_\_\_\_\_  
Notary Public  
My Commission Expire





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0641, **Version:** 1

**Item #:** N1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Ron Ballard, JDC Director

**Submitted by:** Ron Ballard, JDC Director

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### **ITEM TITLE**

Memorandum of Agreement between the Baldwin County Commission and the Baldwin County Board of Education Concerning the Allocation of the Education Trust Fund Monies

### **STAFF RECOMMENDATION**

Approve the Memorandum of Agreement between the Baldwin County Commission and the Baldwin County Board of Education for the allocation of the Education Trust Fund to be used to provide educational services to the Baldwin County Juvenile Detention Center. The term of this agreement will be October 1, 2018, through September 30, 2019, and is automatically renewed upon mutual agreement of each party.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** August 15, 2017

**Background:** The Education Trust Fund provides funding through the Baldwin County Board of Education allocated to the Juvenile Detention Center based on the number of beds (30), and monies are dispersed annually for educational purposes.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Incoming Revenue

**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:** Has not been reviewed by counsel.

**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:

Mail contract to be signed to:  
Eddie Tyler, Superintendent  
Baldwin County Board of Education  
2600 North Hand Avenue  
Bay Minette, Alabama 36507

Send signed contract and DYS license to Ethan Taylor at: [etaylor@alsde.edu](mailto:etaylor@alsde.edu)

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

**MEMORANDUM OF AGREEMENT**  
**Baldwin County Board of Education**  
**And**  
**Baldwin County Commission**

THIS AGREEMENT, entered into on this 21<sup>st</sup> day of August 2018, by and between the Baldwin County **Board of Education** and Baldwin County Commission concerning the Baldwin County Regional Juvenile Detention Center (hereby referred to as the Treatment Center) (43405 Nicholasville Rd, Bay Minette, Alabama 36507) and has the following stipulations:

The Board agrees to use the funds granted by this agreement in accordance with the parameters stated below.

The Baldwin County Board of Education will assess a 4% administrative fee from the total ETF allocation earmarked for the Baldwin County Regional Juvenile Detention Center. The funds allocated to Baldwin County Regional Juvenile Detention Center shall be used to provide the following specific educational services: Currently using A+ curriculum based software. A+ is aligned with the Alabama State Standards in education. The A+ software was implemented and is maintained by Baldwin County Board of Education. In addition to A+, other alternative educational software is offered such as PLATO, BASIC ED, and GED Preparation.

The Baldwin County Regional Juvenile Detention Center is licensed by Department Youth Services to operate and serve 30 “beds”. Of this “bed count” 100% have educational services provided to them by the Treatment Center. (attach a copy of the State Agency License)

Any funds not obligated/dispensed by September 30, 2019, must be refunded to the ALSDE. A final expenditure report must be submitted by October 31, 2019.

The term of this agreement will be October 1, 2018 through September 30, 2019 and is automatically renewed upon the mutual agreement of each party.

It is understood that there is no entitlement to any state tenure or continuing service status benefits to any Treatment Center employee working under this agreement.

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 XI, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Treatment Center’s sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation or where appropriate, private mediators.

The Board agrees to retain and make accessible for audit, original and supporting documentation that substantiate costs charged for five years after claim to the Alabama State Department of Education, and if applicable, until any audit exceptions are resolved. The resolution of any audit exception will be the responsibility of the Treatment Center.

This agreement is subject to termination in the event of proration of the funds from which payment under this agreement is to be made.

Neither party shall have the right to assign or transfer its rights or obligations under this contract without the written consent of the other party. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures. This agreement may be terminated by either party upon receipt

of a 30-day written notification. The State Superintendent through his designated representatives will sponsor and approve the purposes, administration and supervision of all phases of the service to be provided.

The Board acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and the Treatment Center shall not begin performing work under this contract until certified to do so by the Alabama State Department of Education. The Treatment Center is entitled to no compensation for work performed prior to the effective date of this contract.

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.

**BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_/\_\_\_\_\_  
FRANK BURT, JR, Chairman Date

ATTEST:

By: \_\_\_\_\_/\_\_\_\_\_  
RONALD J. CINK Date  
County Administrator/Budget Director

**BALDWIN COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_/\_\_\_\_\_  
EDDIE TYLER, Superintendent Date

ATTEST:

By: \_\_\_\_\_/\_\_\_\_\_  
Date  
\_\_\_\_\_  
Print name/title



T

STATE OF ALABAMA

DEPARTMENT OF YOUTH SERVICES

LICENSE

THIS CERTIFIES THAT

Baldwin County Commission

HAS SUCCESSFULLY MET ALL MINIMUM STANDARDS TO OPERATE

Baldwin County Regional Juvenile Detention Center ( Capacity 30 )  
43405 Nicholasville Road  
Bay Minette, Alabama 36507


AND IS HEREBY LICENSED TO OPERATE SAID FACILITY FOR 1/31/18- 1/30/19

IN WITNESS WHEREOF WE HEREBY SUBSCRIBE OUR SIGNATURES

THIS 21st DAY OF FEBRUARY, 2018



  
Youth Services Director

  
Director, Licensing and Standards





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0643, **Version:** 1

**Item #:** N2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Ronald Ballard

**Submitted by:** Ronald Ballard

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### **ITEM TITLE**

Memorandum of Understanding between the Baldwin County Commission and the Baldwin County Board of Education for the Provision of Food Services at the Baldwin County Juvenile Detention Center

### **STAFF RECOMMENDATION**

Approve a Memorandum of Understanding between the Baldwin County Commission and the Baldwin County Board of Education for the provision of food services at the Baldwin County Regional Juvenile Detention Center effective September 12, 2018, and terminating September 12, 2019. The following meals will be provided five days a week by the Baldwin County High School kitchen at the rates listed, with the exception of weekends, holidays and school closures:

Breakfast \$2.25

Lunch \$4.00

Dinner \$4.00

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 08/15/2017

**Background:** Baldwin County Regional Juvenile Detention Center began receiving meals from the Baldwin County High School, Baldwin County Board of Education September 12, 2016 and will continue to receive meals from them for the upcoming year.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$55,000

**Budget line item(s) to be used:** 52610-5218

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



No

**LEGAL IMPACT**

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

Yes

**Reviewed/approved by:** Not yet reviewed or approved by Counsel

**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:** No

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

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

Mail correspondence to

Eddie Tyler, Superintendent  
Baldwin County Board of Education  
2600 North Hand Avenue  
Bay Minette, Alabama 36507

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

## **MEMORANDUM OF UNDERSTANDING**

### **Baldwin County Commission and Baldwin County Board of Education**

This Memorandum of Understanding is made and entered into by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereinafter referred to as “Baldwin County Commission”) and the Baldwin County Board of Education (hereinafter referred to as “Baldwin County Board of Education”).

WHEREAS, the Baldwin County Board of Education has provided meals for the Baldwin County Regional Juvenile Detention Center since September 12, 2016, such an arrangement continuing today; and

WHEREAS, the Baldwin County Commission desires for the Baldwin County Board of Education to continue providing food services to the Baldwin County Regional Juvenile Detention Center for the juveniles detained at the facility, said food services remaining the primary provision of Breakfast Service, Lunch Service, and Dinner Service five (5) days a week (Monday through Friday), with the exception of days that the Baldwin County Public Schools are closed, as set forth herein; and

WHEREAS, the Baldwin County Commission and Baldwin County Board of Education understand the types of meals and the costs associated therewith; and

WHEREAS, the Baldwin County Commission and Baldwin County Board of Education wish to execute a Memorandum of Understanding pertaining to the provision of food services as set forth herein.

NOW, THEREFORE, the Baldwin County Commission and Baldwin County Board of Education do hereby reduce their understandings to writing as follows:

**1. TERM:**

This Memorandum of Understanding shall take effect on the date of full execution, and shall extend only until the expiration of twelve (12) months at which time it shall terminate; however, it may be renewed by mutual understanding by the Baldwin County Commission and Baldwin County Board of Education. Notwithstanding the aforementioned, the Baldwin County

Commission or Baldwin County Board of Education may terminate this Memorandum of Understanding by written notification to the other at any time for any purpose.

2. **SERVICES:**

A) The Baldwin County Board of Education shall provide food services to the Baldwin County Regional Juvenile Detention Center, which is located at 43405 Nicholasville Road, Bay Minette, Alabama. All meals supplied will be composed of nutritious foods that meet United States Department of Agriculture meal patterns and quantity requirements, as specified in the National School Lunch Program Regulations.

B) The Baldwin County Board of Education shall provide the following type of primary meals at the specified rate:

**Breakfast Service at \$2.25 each meal**

**Lunch Service at \$4.00 each meal**

**Dinner Service at \$ 4.00 for each meal**

C) The Baldwin County Board of Education shall provide the Baldwin County Commission a monthly invoice promptly at the end of each month.

D) The Baldwin County Board of Education shall ensure that all foods are within the safe temperature range, as specified by state health regulations, when it leaves the Baldwin County High School kitchen.

E) Reimbursement shall be made to the Baldwin County Board of Education by the Baldwin County Commission on a monthly basis.

F) The Baldwin County Regional Juvenile Detention Center shall maintain any necessary records associated with the subject services.

G) The Baldwin County Regional Juvenile Detention Center shall provide the Baldwin County High School kitchen an adjusted meal count as the attendance varies from day to day.

3. **GENERAL UNDERSTANDINGS:**

A) This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and Baldwin County Board of Education and may be modified or amended only by a document in writing executed by the Baldwin County Commission and Baldwin County Board of Education hereto and executed with the same formality of this Memorandum of Understanding.

B) This document is not meant in any way to bind, or to be a contractual obligation of, either the Baldwin County Commission or Baldwin County Board of Education. The understandings outlined herein are provided for the general purposes of communicating the desires of the Baldwin County Commission and Baldwin County Board of Education hereto.

C) This Memorandum of Understanding shall supersede and replace any other agreements previously approved regarding food services between the Baldwin County Commission Juvenile Detention Center and the Baldwin County Board of Education.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

**BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_ / \_\_\_\_\_  
FRANK BURT, JR., Chairman Date

ATTEST:

By: \_\_\_\_\_ / \_\_\_\_\_  
RONALD J. CINK Date  
County Administrator/Budget Director

**BALDWIN COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_ / \_\_\_\_\_  
EDDIE TYLER, Superintendent Date

ATTEST:

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

\_\_\_\_\_  
Print name/title



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0642, **Version:** 1

**Item #:** N3

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Ronald Ballard

**Submitted by:** Ronald Ballard

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### **ITEM TITLE**

Memorandum of Understanding between Baldwin County Commission and the Baldwin County Sheriff's Office - Food Services at the Baldwin County Regional Juvenile Detention Center

### **STAFF RECOMMENDATION**

Authorize the Chairman to execute a Memorandum of Understanding between the Baldwin County Commission and the Baldwin County Sheriff's Office regarding the provision of food services at the Baldwin County Regional Juvenile Detention Center.

The Memorandum of Understanding shall take effect on the date of its full execution, and shall extend only until the expiration of twelve (12) months at which time it shall terminate; however it may be renewed by mutual agreement between the Baldwin County Commission and the Baldwin County Sheriff's Office. Notwithstanding the aforementioned, the Baldwin County Commission or Baldwin County Sheriff's Office may terminate the Memorandum of Understanding by written notification to the other at any time thereafter for any purpose.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 9/5/2017

**Background:** Food services would be for the primary provision of lunch and dinner service on the weekends. Additional food services would be for the provision of breakfast, lunch and dinner service for school holidays during the school year, summer break and emergency weather, or as requested by the Juvenile Detention Director to the Baldwin County Sheriff's Office. The cost is \$3.25 per each meal provided.

### **FINANCIAL IMPACT**

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

**Budget line item(s) to be used:** 52610.5218

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

No

### **LEGAL IMPACT**

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

Yes

**Reviewed/approved by:** Not yet reviewed or approved by Attorney.

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** No

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

### **FOLLOW UP IMPLEMENTATION**

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

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

**Action required (list contact persons/addresses if documents are to be mailed or emailed):** To get MOU fully executed and send a fully executed copy of the MOU to:

Sheriff Huey Hoss Mack

310 Hand Avenue

Bay Minette, Alabama 36507

Cc: Ronald Ballard, Kim Creech

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



## MEMORANDUM OF UNDERSTANDING

Baldwin County Commission  
and  
Baldwin County Sheriff's Office

This Memorandum of Understanding is made and entered into by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and the Baldwin County Sheriff's Office.

WHEREAS, the Baldwin County Commission and Baldwin County Sheriff's Office have previously executed a prior Memorandum of Understanding wherein the Baldwin County Sheriff's Office provides meals for the Baldwin County Regional Juvenile Detention Center, such an arrangement continuing today as set forth in the Memorandum of Understanding; and

WHEREAS, the Baldwin County Commission desires for the Baldwin County Sheriff's Office to continue providing food services to the Baldwin County Regional Juvenile Detention Center for the juveniles detained at the facility. Food services would be for the primary provision of Lunch and Dinner Service on weekends. Additional food services would be for the provision of Breakfast, Lunch and Dinner Service for school holidays during the school year, summer break and emergency weather as set forth herein; and

WHEREAS, the Baldwin County Commission and Baldwin County Sheriff's Office understand the types of meals and the costs associated therewith; and

WHEREAS, the Baldwin County Commission and Baldwin County Sheriff's Office wish to execute a new Memorandum of Understanding pertaining to the provision of food services as set forth herein.

NOW, THEREFORE, the Baldwin County Commission and Baldwin County Sheriff's Office do hereby reduce their understandings to writing as follows:

1. TERM:

This Memorandum of Understanding shall take effect on the date of full execution, and shall extend only until the expiration of twelve (12) months at which time it shall terminate; however, it may be renewed by mutual agreement by the Baldwin County Commission and Baldwin County Sheriff's Office. Notwithstanding the aforementioned, the Baldwin County Commission or Baldwin County Sheriff's Office may terminate this Memorandum of Understanding by written notification to the other at any time thereafter with or without cause.

2. SERVICES:

(A) The Baldwin County Sheriff's Office shall provide food services to the Baldwin County Regional Juvenile Detention Center, which is located at 43405 Nicholsville Road, Bay Minette, Alabama. All meals supplied will be composed of nutritious foods that meet United States Department of Agriculture meal patterns and quantity requirements, as specified in the National School Lunch Program Regulations.

- (B) The Baldwin County Sheriff's Office shall provide the following type of primary meals at the specified rate: Lunch Service at \$ 3.25 for each meal; Dinner Service at \$ 3.25 for each meal.
  - (C) The Baldwin County Sheriff's Office shall provide the following types of meals only during school holidays during the school year, summer break and emergency weather situations and when determined and requested by the Baldwin County Commission's Juvenile Detention Director at the specified rates: Breakfast Service at \$ 3.25 for each meal; Lunch Service at \$ 3.25 for each meal; Dinner Service at \$ 3.25 for each meal.
  - (D) The Baldwin County Sheriff's Office shall provide the Baldwin County Commission a monthly invoice promptly at the end of each month.
  - (E) The Baldwin County Sheriff's Office shall ensure that all foods are within the safe temperature range, as specified by state health regulations, when it leaves the Baldwin County Corrections Center kitchen.
  - (F) Reimbursement shall be made to the Baldwin County Sheriff's Office by the Baldwin County Commission on a monthly basis.
  - (G) The Baldwin County Regional Juvenile Detention Center shall maintain any necessary records associated with the subject services.
  - (H) The Baldwin County Regional Juvenile Detention Center shall provide the Baldwin County Sheriff's Office Corrections Center kitchen an adjusted meal count as the attendance varies from day to day.
3. GENERAL UNDERSTANDINGS:
- (A) This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and Baldwin County Sheriff's Office and may be modified or amended only by a document in writing executed by the Baldwin County Commission and Baldwin County Sheriff's Office and executed with the same formality of this Memorandum of Understanding.
  - (B) This document is not meant in any way to bind, or to be a contractual obligation of, either the Baldwin County Commission or Baldwin County Sheriff's Office. The understandings outlined herein are provided for the general purposes of communicating the desires of the Baldwin County Commission and Baldwin County Sheriff's Office.
  - (C) This Memorandum of Understanding shall supersede and replace any other agreements previously approved regarding food services between the Baldwin County Commission and the Baldwin County Sheriff's Office.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

BALDWIN COUNTY COMMISSION

By: \_\_\_\_\_/\_\_\_\_\_  
FRANK BURT, JR, Chairman Date

ATTEST:

By: \_\_\_\_\_ / \_\_\_\_\_  
RONALD J. CINK Date  
County Administrator/Budget Director

BALDWIN COUNTY SHERIFF'S OFFICE

By: HUEY "HOSS" MACK, SHERIFF /                      Date

ATTEST:

By: CHARLES D. JONES / \_\_\_\_\_ Date \_\_\_\_\_  
Chief Deputy



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0761, **Version:** 1

**Item #:** P1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Gina Jones, County Humane Officer

Ron Cink, County Administrator/Budget Director

**Submitted by:** Brittany Vaughn, Office Manager

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### **ITEM TITLE**

Baldwin County Trap-Neuter-Return (TNR) Program

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve and authorize the Chairman to execute the attached Professional Service Agreement for Trap-Neuter-Return (TNR) Services with Eastern Shore Pet Hospital. This agreement commences on August 21, 2018, and continues for a period of ninety (90) days (expiring on November 19, 2018) with an automatic renewal for one additional ninety (90) day term (expiring February 17, 2019); and

2) Authorize the Chairman to execute any additional TNR Professional Service Agreements (with same terms) in the future and have those contracts entered into the record at the next available Commission meeting.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 05/01/2018

**Background:** The Commission approved multiple Professional Service Agreements for TNR Services with funding from Fund 780 in an amount not to exceed \$19,000.00.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Not to exceed \$19,000.00

**Budget line item(s) to be used:** Fund 780 - Shelter Donations

**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:** Yes

**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:** BCAS staff will ensure that veterinarians receive copies of executed contracts and will also manage the TNR Program.

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

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

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Eastern Shore Pet Hospital ("Veterinarian").

For and in consideration of the premises and the mutual promises and covenants set forth herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on August 21, 2018, and continue for a period of ninety (90) days. The Agreement shall automatically renew for one additional ninety (90) day term, unless terminated by either party by giving a thirty (30) day written notice of termination to the other party as set forth in this Agreement.

2. Veterinarian shall provide services as outlined in this Agreement for feral cats delivered to Veterinarians' office by the County. The County is under no obligation to provide any minimum number of feral cats as it relates to the Baldwin County TNR (Trap, Neuter, Return) Program.

3. Veterinarian must notify and receive the approval of the County before performing any Additional Services outside those specifically included in the Baldwin County TNR Program services. If Veterinarian determines that an animal needs services outside the services listed in the Baldwin County TNR Program, the Veterinarian must contact the Baldwin County Animal Shelter County Humane Officer to discuss the animal and appropriate action related to said animal. Cost for services outside the scope of the Baldwin County TNR Program for Additional Services are at rates established below.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. Veterinarian shall be paid for services rendered at the following rates:

Baldwin County TNR Program services:

Spay/Neuter, ear tipping, and 1 night of boarding	\$50
Rabies Vaccination	\$12

Additional Services outside the scope of the Baldwin County TNR Program:

Exam	\$15
Euthanasia	\$1/cc (5cc minimum)
Hernia repair	\$20
Rabies prep.	\$50



Boarding  
Antibiotics

\$7 per night  
Veterinarian's established rate

The County agrees to pay the applicable charges incurred, even in the unlikely event of the death of an animal during or after the provision of services.

6. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

7. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama. Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

8. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party, with or without cause or for convenience, upon thirty (30) days written notice to the other party.

9. This Agreement shall not be assignable by Veterinarian.

10. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

11. It is the intent of the parties of this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. Nonparties to the Agreement may not claim benefits under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

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

Frank Burt, Jr., Chairman

Attest:

\_\_\_\_\_  
Ronald J. Cink  
County Administrator

VETERINARIAN

Date: JULY 27 '1

EASTERN SHORE PET HOSPITAL

Clinic Name

Ronald Schindler

Authorized Signature

Print Name/Title: DR. RON SCHINDLER, OWNER

Ron Schindler Jr

Witness

Print Name: Ron Schindler Sr

Cina Jones

Witness

Print Name: Cina Jones



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0753, **Version:** 1

**Item #:** Q1

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**Meeting Type:** BCC Special Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Ronald J Cink, County Administration

**Submitted by:** Christel Carpenter, Administrative Support Specialist III

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### **ITEM TITLE**

Update on Live Oak Landing Operations

### **STAFF RECOMMENDATION**

Mr. Michael Dorie, with WildNative, would like to give the Baldwin County Commission an update on Live Oak Landing operations.

### **BACKGROUND INFORMATION**

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

**Background:** N/A

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0775, **Version:** 1

**Item #:** Q2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Miranda N. McKinnon, Administrative Support Specialist

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### **ITEM TITLE**

Pensacola and Perdido Bays Estuary Program Interlocal Agreement and Appointment of a Commissioner to the Pensacola and Perdido Bays Estuary Program (PPBEP) Policy Board

### **STAFF RECOMMENDATION**

Take the following actions:

1. Approve the Chairman to execute the Pensacola and Perdido Bays Estuary Program Interlocal Agreement in order to establish the Estuary Program, to develop and implement a Comprehensive Conservation & Management Plan (CCMP), to restore and protect the Pensacola Bay System and Perdido Bay System, and their associated watersheds.

The Agreement is between Escambia County, Santa Rosa County, Okaloosa County, political subdivisions of the State of Florida; Baldwin County, a political subdivision of the State of Alabama; City of Gulf Breeze, City of Milton, City of Pensacola, and Town of Century, municipal corporations of the State of Florida; and City of Orange Beach, a municipal corporation of the State of Alabama.

The term of this Agreement is perpetual, commencing on the date of full execution. The Estuary Program membership may be terminated by any party, upon ninety (90) days written notice by the terminating party to the other parties of such termination; and

2. Consider an appointment of a Baldwin County Commissioner to serve on the Pensacola and Perdido Bays Estuary Program Policy Board, Northwest Florida's first Estuary Program.

### **BACKGROUND INFORMATION**

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

**Background:** The West Florida Regional Planning Council has forwarded a Draft Interlocal Agreement for the Pensacola and Perdido Bays Estuary Program (PPBEP) to the Baldwin County

Commission to be reviewed and approved.

### **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 must review and approve before BCC approval

**Additional comments:** Forwarded to County Attorney on 08/07/18

### **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:** September 5, 2018

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

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

#### **Additional instructions/notes:**

Email:

Katie Wilhelm, Regional Planner & Environmental Programs Coordinator  
West Florida Regional Planning Council  
Katie.wilhelm@wfrpc.org





## Miranda N. McKinnon

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**To:** Ronald Cink  
**Subject:** RE: Baldwin Co?

---

**From:** Dan Dealy [<mailto:ddealy@dsdservicesgroup.com>]  
**Sent:** Tuesday, August 07, 2018 3:30 PM  
**To:** Charles F. Gruber <[CGRUBER@baldwincountyal.gov](mailto:CGRUBER@baldwincountyal.gov)>; Tucker Dorsey <[TDORSEY@baldwincountyal.gov](mailto:TDORSEY@baldwincountyal.gov)>; Chris Elliott <[CELLIOTT@baldwincountyal.gov](mailto:CELLIOTT@baldwincountyal.gov)>; Commissioner Frank Burt <[FBURT@baldwincountyal.gov](mailto:FBURT@baldwincountyal.gov)>  
**Cc:** Katie Wilhelm <[katie.wilhelm@wfrpc.org](mailto:katie.wilhelm@wfrpc.org)>; Chips Kirschenfeld <[JTKIRSCH@myescambia.com](mailto:JTKIRSCH@myescambia.com)>; Darryl Boudreau <[dboudreau@TNC.ORG](mailto:dboudreau@TNC.ORG)>; MATT POSNER <[mjposner@myescambia.com](mailto:mjposner@myescambia.com)>; Ronald Cink <[RCink@baldwincountyal.gov](mailto:RCink@baldwincountyal.gov)>; Joey Nunnally <[JNunnally@baldwincountyal.gov](mailto:JNunnally@baldwincountyal.gov)>; Phillip West <[pwest@cityoforangebeach.com](mailto:pwest@cityoforangebeach.com)>  
**Subject:** Re: Baldwin Co?

Commissioners:

The Perdido Estuary Program discussed in the chained emails below is a very worthwhile activity for Baldwin County to be involved with at the Technical and Management levels.

There is an Interlocal Agreement in draft which should be brought before the Commission. Ron Cink can coordinate with Katie Wilhelm regarding this action.

There is a need for representation, or at the very least monitoring, of the plans and activities.

My contract with the County allows for "other tasks as assigned" and this certainly falls into the area of interest associated with our efforts at ecosystem and economic resilience.

If desired, I will provide contact and continuity and reporting of actions and needed decisions for this effort until after the fall elections and the new Commissioners decide on such activities.

Just say "go" !

Best regards,

Dan Dealy  
DSD Services Group, LLC  
(251) 510-7143

## Miranda N. McKinnon

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**From:** Katie Wilhelm <katie.wilhelm@wfrpc.org>  
**Sent:** Tuesday, August 07, 2018 3:17 PM  
**To:** Miranda N. McKinnon  
**Cc:** MATT POSNER; Dan Dealy; DARRYL BOUDREAU; Chips Kirschenfeld  
**Subject:** FW: For Legal Office Review: Draft PPBEP Interlocal Agreement  
**Attachments:** PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM INTERLOCAL AGREEMENT--Draft--08.01.2018.docx; PPBEP\_PolicyBoard\_Elliott.pdf

**Importance:** High

Good afternoon Miranda,

Thank you for forwarding this Draft Interlocal Agreement for the Pensacola and Perdido Bays Estuary Program (PPBEP) to your legal office for review. We would like to have edits (track changes) back as soon as possible so we can send out the final version for approval at the next Board of County Commissioners meeting. Also, the original invitation letter to Commissioner Elliot dated October 2017 is attached for further background.

We anticipate that the first PPBEP Policy Board meeting will be September 5<sup>th</sup>, 3:30 pm, at the Escambia County BCC in Pensacola, Florida. We would like to have each of the member local governments to have approved the interlocal agreement by that date, although we understand if it takes longer to identify a board member to represent the county. Mr. Dan Dealy (copied) will follow up with your commissioners regarding this program. Please call or email with any questions.

Thank you,  
Katie

Katie Wilhelm  
Regional Planner & Environmental Programs Coordinator  
West Florida Regional Planning Council | Since 1964 – 50 years and still growing!  
Street: 4081 E. Olive Rd, Ste. A; Pensacola, FL 32514 | Mailing: P.O. Box 11399; Pensacola, FL 32524-1399  
850-332-7976 x280 | Toll Free: 800-226-8914 | F: 850-637-1923 | [www.wfrpc.org](http://www.wfrpc.org)

*Emails to or from WFRPC employees are public records and available to the public or media upon request.*



October 19, 2017

Commissioner Chris Elliott  
Baldwin County Board of County Commissioners  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

RE: Pensacola and Perdido Bays Estuary Program

Dear Commissioner Elliott,

On behalf of the Bay Area Resource Council (BARC), and Escambia County serving as the host organization and grant manager, we are pleased to announce that the U.S. Environmental Protection Agency Gulf of Mexico Program has awarded a grant of \$2 million to establish a new Estuary Program for Pensacola and Perdido Bays. This Estuary Program will guide the production of a Comprehensive Conservation and Management Plan that will be a fully vetted roadmap for achieving publicly identified outcomes and goals for Pensacola and Perdido Bays.

Stakeholders from federal, state, and local agencies and the public will develop a long-term plan that will address water quality and living resource challenges and priorities in Pensacola and Perdido Bays. The Pensacola and Perdido Bays Estuary Program is a non-regulatory program that will seek to build on existing assets, watershed management plans, and scientific data to restore and conserve the environment and the economy of Pensacola and Perdido Bays for generations to come.

BARC will soon transition into the Pensacola and Perdido Bays Estuary Program Policy Board. The Policy Board will be the Top Level Organizational Unit and decision-making body of the Estuary Program. BARC would like to officially offer you an invitation to serve on the Pensacola and Perdido Bays Estuary Program Policy Board, Northwest Florida's first Estuary Program.

An Organizational Meeting for the Pensacola and Perdido Bays Estuary Program will be held on Wednesday, November 1<sup>st</sup>, 2017 from 2:00 PM- 4:00 PM at the Escambia County Central Office Complex Room 104, 3363 W. Park Place, Pensacola, FL 32505.

Please notify Katie Wilhelm at [katie.wilhelm@wfrpc.org](mailto:katie.wilhelm@wfrpc.org) (850-332-7976 x280) regarding your decision. We look forward to working with you very soon.

Sincerely,

A handwritten signature in blue ink, appearing to read "Grover C. Robinson IV".

Grover C. Robinson IV  
Chairman, Bay Area Resource Council  
Escambia County Commissioner, District 4



STAFF TO THE BARC: West Florida Regional Planning Council  
P.O. Box 11399 • Pensacola, FL 32524-1399 • P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923  
4081 E. Olive Road Suite A Pensacola, FL 32514  
[www.wfrpc.org](http://www.wfrpc.org)

## **PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM INTERLOCAL AGREEMENT**

**This Interlocal Agreement** (hereinafter referred to as the “Agreement”) is executed and made effective by and among: Escambia County, Santa Rosa County, and Okaloosa County, political subdivisions of the State of Florida; Baldwin County, a political subdivision of the State of Alabama (hereinafter referred to as the “Counties”); City of Gulf Breeze, City of Milton, City of Pensacola, and Town of Century, municipal corporations of the State of Florida; and City of Orange Beach, a municipal corporation of the State of Alabama (hereinafter referred to as the “Cities”) (each being at times referred to as “Party” or “Parties”).

### **WITNESSETH:**

**WHEREAS**, the Parties are authorized by Section 163.01, Florida Statutes, et seq., to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient and economical manner possible; and

**WHEREAS**, the Florida political subdivisions of Escambia and Santa Rosa Counties and the Florida municipal corporations of the Cities of Gulf Breeze, Milton, and Pensacola entered into an interlocal agreement, *Restated Interlocal Agreement Establishing Local Funding Requirements for the Bay Area Resource Council*, on May 18, 1987, revised on July 22, 1997, and last revised on August 9, 2005 establishing the Bay Area Resource Council (hereinafter the “BARC”) to ensure effective water resource planning, preservation, and coordination; and

**WHEREAS**, on August 31, 2017 the Parties were notified of intent to award funds to establish the Pensacola and Perdido Bays Estuary Program (hereinafter referred to as the “Estuary Program” or “Program”) through a Cooperative Agreement between the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”) and the US Environmental Protection Agency’s (USEPA) Gulf of Mexico Program (GMP); and

**WHEREAS**, the Estuary Program succeeds and absorbs the BARC’s mission; and

**WHEREAS**, the Estuary Program is established to develop and implement a Comprehensive Conservation & Management Plan (CCMP) to restore and protect the Pensacola Bay System and Perdido Bay System, and their associated watersheds as defined in Article I; and

**WHEREAS**, this Agreement establishes the Estuary Program to develop and implement the CCMP through close cooperation with the Parties, local, state, and federal agencies, and the public for effective planning, restoration, and protection of the Pensacola Bay System and Perdido Bay System.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 1.1 **Recitals**: The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 **Geographic Territory**: The geographic territory of the Estuary Program shall include the Pensacola Bay System (Figure 1) and the Perdido Bay System (Figure 2) and their associated watersheds, including all bayous, bays, creeks, rivers, and streams contained within. The Pensacola Bay System includes: Blackwater Bay, East Bay, Escambia Bay, Pensacola Bay, and Santa Rosa Sound, as well as the Blackwater River, Escambia River, and Yellow River. The Perdido Bay System includes: Bay La Launch, Big Lagoon, Perdido Bay, and Wolf Bay, as well as the Blackwater River, Perdido River, and Styx River. Collectively, the waterbodies in the geographic territory shall be referred to as the “Bay Systems”.



Figure 1: Pensacola Bay System



Figure 2: Perdido Bay System



1.3 Purpose: The Estuary Program will guide the development and implementation of a Comprehensive Conservation and Management Plan (CCMP) to improve water quality and living resources for the Bay Systems, as defined in section 1.2, through publicly identified outcomes and goals developed by the Parties, local, state, and federal agencies, and the public.

The Parties agree to work collaboratively and effectively on the development and implementation of the CCMP to meet the following outcomes:

- a) Water quality improvement;
- b) Restoration and conservation of habitat;
- c) Healthy ecosystems in order to support wildlife and fisheries;
- d) Improve surface and ground water quality and quantity, and flood control;
- e) Enhance community resilience; and
- f) Revitalize the coastal economy.

## **ARTICLE 2 – AUTHORITY, COMPOSITION, AND POWERS**

2.1 Authority: This Agreement is an interlocal agreement, as authorized by Section 163.01, Florida Statutes, et seq., (hereinafter referred to as the Act) and pursuant to the authority of subsection (4) of the Act, all Parties qualify to be a part of this Agreement under such Act.

2.2 Immunity: Pursuant to subsection (9) of the Act, all privileges and immunities from liability, exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

2.3 Composition:

2.3.1 Policy Board: The Policy Board of the Estuary Program shall serve as the Top Level Organizational Unit (TLOU) and be comprised of the Parties. Escambia County and Santa Rosa County will each appoint and be represented by two voting directors, all other Parties will each appoint and be represented by one voting director. Each Party will also appoint an alternate director for the Policy Board from time to time to serve when their primary director is not available. Each Party may change their director or alternate director from time to time with prior written notice by a duly authorized representative of any change to the Policy Board before any meeting. The Policy Board shall have policy-making powers for the Estuary Program in addition to those powers explicitly set forth in this Agreement.

- a) Meetings. The Policy Board should convene not less than quarterly. Meetings should be convened as needed as described in the bylaws;
- b) Quorum. Except as otherwise specifically set forth herein or in the bylaws, a quorum for Policy Board meetings shall be a majority of the Policy Board directors;
- c) Officers. The Policy Board shall elect (i) a chair and vice chair of the Policy Board; and (ii) other Policy Board officers as deemed necessary by the Policy Board. Election processes and term limits shall be described in the bylaws;

d) Voting. Each director shall have one vote. Voting will be conducted in person to the maximum extent possible, and other voting processes and criteria shall be described in the bylaws;

e) No compensation. All directors of the Policy Board shall serve without compensation; and

f) Additional Board Members. The Policy Board may allow other governmental entities, regulatory agencies, or other entities, to the extent allowed by law, to participate as members of the Policy Board, provided they are unanimously approved by the Policy Board. Upon approval, such Party must execute a Joinder Agreement by which it agrees to comply with all the provisions of this Agreement.

2.3.2 Committees: At the direction of the Policy Board, the Policy Board or Estuary Program staff may establish or terminate committees as it deems necessary including without limitation the Technical Committee, the Community Committee, the Education Committee, and the Economic Committee. Procedures for establishing the nature (fact-finding or advisory) of a committee and its membership shall be described in the bylaws. All committee members shall serve without compensation.

## 2.4 Powers, Functions, and Responsibilities:

2.4.1 Powers: Pursuant to Section 163.01, Florida Statutes, the Estuary Program has the power to engage in agreements or contracts with other public or private entities for provisions of assistance in planning, financing, and coordinating the physical, chemical, biological, economic, and aesthetic aspects of the Bay Systems. The Estuary Program may establish whatever rules, regulations, bylaws, and organization necessary to perform the Estuary Program's intended functions.

2.4.2 Exercise of Powers: All powers, privileges, and duties vested in or imposed upon the Estuary Program shall be exercised and performed upon a majority vote of a quorum of members; provided, however, subject to Policy Board oversight, the exercise of such executive, administrative, and ministerial powers may be delegated by the Estuary Program to any of its officers, staff, or agents. Any such delegation of powers may be withdrawn at any time for any reason.

2.4.3 Limitations of Powers: The Estuary Program shall have no power of taxation, regulation, or eminent domain.

## 2.5 Responsibilities:

2.5.1 Personnel: The Policy Board shall be responsible for hiring, supervising, evaluating, and/or terminating the Estuary Program Director. The Director shall be responsible for hiring, supervising, evaluating, and/or terminating subordinate staff. The Director must receive approval from the Policy Board prior to the establishment of any new positions.

2.5.2 Budget: The Policy Board shall approve an annual budget. Processes for establishing the budget shall be described in the bylaws.

2.5.3 Adoption of the CCMP Goals and Priorities: The Parties hereby agree that once approved by the Policy Board, the Goals for the geographic territory of the Pensacola and Perdido Bays Estuary Program as described in the CCMP will be submitted for approval and

adoption by each of the Parties. The Parties shall use their best efforts to achieve the Goals within the time periods described and shall work cooperatively to achieve all of the Goals applicable to them in a cost-effective manner. Additionally, the Parties agree to work together in good faith and through their best efforts to address other actions and recommendations in the CCMP.

2.5.4 Bylaws: The Policy Board by unanimous vote shall create, adopt, amend and update Bylaws or appropriate rules of procedure for the Pensacola and Perdido Bays Estuary Program for its governance and which shall remain in effect until modified by the Policy Board.

2.5.5 Modification: The CCMP and its incorporated Goals shall not be amended, changed, extended, modified, or supplemented without unanimous consent of all the Parties. The process for modification shall be defined in the Policy Board bylaws.

### **ARTICLE 3 – FUNDING**

3.1 Funding: Funding to establish the Estuary Program was awarded through a \$2 million competitive grant from the RESTORE Council and USEPA Gulf of Mexico Program in 2018 and is anticipated to last through 2022. Recurring funding contributions will be necessary to make the Estuary Program sustainable and successful long-term. The Parties agree to consider annual contributions to the Estuary Program beginning in the 2019-2020 fiscal year but no later than the 2022-2023 fiscal year. Contributions recommended for each Party shall be determined by a unanimous vote of the Policy Board.

### **ARTICLE 4 – TERM**

4.1 Term: The term of this Agreement is perpetual, commencing on the Effective Date (the "Term"). The first day of the Term (the "Effective Date") will be referred to below as the "Commencement Date." The last day of the Term will be referred to below as the "Termination Date."

4.2 Termination: Estuary Program membership may be terminated by any Party for convenience, upon ninety (90) days written notice by the terminating Party to the other Parties of such termination.

4.3 Sundown Review: This Agreement shall be subject to a review by the Policy Board five (5) years from the Effective Date of this Agreement and on the same day of each five (5) year period thereafter at which time the Policy Board shall evaluate the appropriateness and effectiveness of this Agreement and the Estuary Program. The Policy Board shall vote by majority vote on whether to recommend terminating this Agreement, amend this Agreement or to let the status quo prevail. Should no action by the Parties occur, this Agreement shall continue for another five-year period.

### **ARTICLE 5 – GENERAL PROVISIONS**

5.1 Fiscal Year: The PPBEP shall observe a fiscal year beginning on October 1 and ending September 30 of each year.

5.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other parties may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

5.3 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

5.4 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter, which is a subject of this Agreement shall be in the Counties of Escambia, Santa Rosa, or Okaloosa.

5.5 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

5.6 Modification: This Agreement may be modified, altered or amended only by a written instrument recommended by the Policy Board and subsequently approved and executed by the Parties hereto.

5.7 Execution: This Agreement shall not be effective, nor shall it have any force and effect whatsoever until all the Parties have duly executed this Agreement and filed the agreement pursuant to section 5.8.

5.8 Filing: The Estuary Program shall, pursuant to Section 163.01(11), Florida Statutes, file a copy of this Agreement and any other amendments thereto with the Clerk of the Circuit Court of each County where the Parties are located.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates, under each signature: The Counties through their respective Boards of County Commissioners, signing by and through their Chairmen, and the Cities through their respective City Managers and/or Mayors.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES ATTACHED

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Jeff Bergosh, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

BCC APPROVED: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

DRAFT

**SANTA ROSA COUNTY, FLORIDA**, a  
political subdivision of the State of Florida  
acting by and through its duly authorized  
Board of County Commissioners.

By: \_\_\_\_\_  
**Name**, Chairman

ATTEST: **Name**  
Clerk of the Circuit Court

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

By: \_\_\_\_\_  
Clerk

(SEAL)

DRAFT



**OKALOOSA COUNTY, FLORIDA**, a  
political subdivision of the State of Florida  
acting by and through its duly authorized  
Board of County Commissioners.

By: \_\_\_\_\_  
**Name**, Chairman

ATTEST: **Name**  
Clerk of the Circuit Court

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

By: \_\_\_\_\_  
Clerk

(SEAL)

DRAFT

**BALDWIN COUNTY, ALABAMA**, a political subdivision of the State of Alabama acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Name, Chairman

ATTEST: Name  
Clerk of the Circuit Court

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

By: \_\_\_\_\_  
Clerk

(SEAL)

DRAFT

**CITY OF GULF BREEZE**, a Florida  
Municipal Corporation acting by and through  
its duly authorized City Council.

By: \_\_\_\_\_  
Name, Mayor

ATTEST: Name  
City Clerk

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

By: \_\_\_\_\_  
City Clerk

(SEAL)

DRAFT

**CITY OF MILTON**, a Florida Municipal Corporation acting by and through its duly authorized City Council.

By: \_\_\_\_\_  
Name, Mayor

ATTEST: Name  
City Clerk

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

By: \_\_\_\_\_  
City Clerk

(SEAL)

DRAFT

**CITY OF PENSACOLA**, a Florida Municipal Corporation acting by and through its duly authorized City Council.

By: \_\_\_\_\_  
Name, Mayor

ATTEST: Name  
City Clerk

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

By: \_\_\_\_\_  
City Clerk

(SEAL)

DRAFT

**TOWN OF CENTURY**, a Florida Municipal Corporation acting by and through its duly authorized Town Council.

By: \_\_\_\_\_  
Name, Mayor

ATTEST: Name  
Town Clerk

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

By: \_\_\_\_\_  
Town Clerk

(SEAL)

DRAFT



**CITY OF ORANGE BEACH**, a Alabama  
Municipal Corporation acting by and through  
its duly authorized City Council.

By: \_\_\_\_\_  
Name, Mayor

ATTEST: Name  
City Clerk

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

By: \_\_\_\_\_  
City Clerk

(SEAL)

DRAFT



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0752, **Version:** 1

**Item #:** Q3

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Charles F. Gruber, Baldwin County Commissioner District 4

**Submitted by:** Jeannie M. Peerson, Administrative Support Specialist, Foley Commission Office

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### **ITEM TITLE**

Stan Mahoney Junior Anglers Youth Fishing Tournament Sponsorship

### **STAFF RECOMMENDATION**

Discuss the request from Mr. Brett Gaar, on behalf of the Stan Mahoney Junior Anglers Fishing Tournament, for the Commission to sponsor the fishing tournament in the amount of \$1,000.00. The youth fishing tournament will take place on October 20, 2018, and it is hosted by the Wolf Bay Watershed Watch and Riviera Utilities.

### **BACKGROUND INFORMATION**

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

**Background:** N/A

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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

## Jeannie M. Peerson

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**Subject:** FW: Stan Mahoney Youth Fishing Tournament  
**Attachments:** Flyer.pdf; ATT00001.htm; Youth Fishing Tournament Rules 2018.pdf; ATT00002.htm; Entry and Consent Form 2018.pdf; ATT00003.htm; WebPage copy.pdf; ATT00004.htm; WBWW Fishing Rodeo Sponsor Levels (004).docx; ATT00005.htm

**From:** "Gaar, Brett" <[brett.gaar@volkert.com](mailto:brett.gaar@volkert.com)>  
**Date:** August 6, 2018 at 1:56:17 PM CDT  
**To:** "[cgruber@baldwincountyal.gov](mailto:cgruber@baldwincountyal.gov)" <[cgruber@baldwincountyal.gov](mailto:cgruber@baldwincountyal.gov)>  
**Cc:** "Leslie Gahagan ([lgahagan@cityoffoley.org](mailto:lgahagan@cityoffoley.org))" <[lgahagan@cityoffoley.org](mailto:lgahagan@cityoffoley.org)>, Robert Davis <[rdavis@rivierautilities.com](mailto:rdavis@rivierautilities.com)>, Phillip Hinesley <[pehinesley@gmail.com](mailto:pehinesley@gmail.com)>  
**Subject:** FW: Stan Mahoney Youth Fishing Tournament

Skip,  
Attached is a flyer for this year's Stan Mahoney Junior Anglers Fishing Tournament. Each year the Wolf Bay Watershed Watch and Riviera Utilities hosts this tournament from Barbers Marina. It is a great way for our sponsors, partners and the community to support future generations and help them develop a connection to our watershed that will hopefully last a lifetime and create good stewards for years to come.

The WBWW is a non-profit 501 (c) 3 organization that is incorporated in the State of Alabama so your sponsorship is tax deductible.

We are asking if Baldwin County would be willing to sponsor this event at the Redfish Level which is a \$1,000.00 sponsorship. Thanks again for your help and please let us know if we need to make any changes or answer any questions.

Thanks again Skip.


Brett V. Gaar, REPA  
Vice President, Volkert, Inc.  
Gulf Region Environmental Service Line Leader  
[Brett.gaar@Volkert.com](mailto:Brett.gaar@Volkert.com)  
Cell Number 1-251-377-4486  
Office Number 1-251-968-7551  
[www.volkert.com](http://www.volkert.com)



*Stan Mahoney*

# *Youth Fishing* **TOURNAMENT**

**OCTOBER 20, 2018**  
**BARBER MARINA**  
**WEIGH-IN AT NOON**

**WOLF BAY**  
  
**WATERSHED  
WATCH**

For more information and to register  
visit [www.wolfbaywatershedwatch.org](http://www.wolfbaywatershedwatch.org).





# Stan Mahoney Youth & School Competitive Teams Fishing Tournament



Organized by: Riviera Utilities / WBWW/  
Barber Marina

Saturday, October 20, 2018, 6:00 a.m. – Noon

Pre-Check-in & Captains Meeting

Friday, October 19, 2018, 6:00 pm at the

Graham Creek Preserve Pavilion

23460 Wolf Bay Dr. Foley, AL. 36535

For Boys and Girls Ages 3 - 18

**APPLICATION FORM**

*Youth Tournament- \$25.00 entry fee per child*

*School Competitive Teams-\$25.00 entry fee per student*

Name : \_\_\_\_\_ Age : \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Fishing Club Affiliation (Circle One): Yes No School: \_\_\_\_\_

**Circle shirt size** Youth Size: S M L XL Adult size – M L XL XXL

*Adults wishing to purchase shirts may include \$10.00 and circle the size on the entry form.*

Mail form and check to Stan Mahoney Youth Fishing Rodeo 23030 Wolf Bay Dr., Foley, AL 36535 by  
**Monday, October 16, 2018 to assure t-shirt size** or pay online at <http://www.wolfbaywatershedwatch.org>

No shirt size guaranteed if registered after this date. All applicants must complete the consent and release form below. The consent and release form must be signed by the parent or guardian.

## **CONSENT AND RELEASE FORM**

**Applicant Name:** \_\_\_\_\_

I, the parent or guardian of the applicant above named, consent to the applicant participating in the Stan Mahoney Youth Fishing Rodeo and acknowledge that this consent is given with my full and complete understanding that neither Riviera Utilities, Wolf Bay Watershed Watch, nor its members, nor any person connected therewith, has any responsibility whatsoever for the control, supervision, care, safety, conduct, or well-being of the applicant. I hereby expressly relieve Riviera Utilities, Wolf Bay Watershed Watch, its members and all persons connected therewith from any liability in connection with the tournament, the control, supervision, care, safety, conduct or well-being of the applicant. I further approve the use of any pictures taken of the applicant or guardian during the tournament for the use of marketing or advertising, on behalf of the tournament.

I acknowledge that this, Stan Mahoney Youth Fishing Rodeo, is a public service project sponsored by Riviera Utilities for the benefit of educational youth programs of the Wolf Bay Watershed Watch area, and that, without my consent and release contained herein, the applicant would not be permitted to participate.

Parent or Guardian: \_\_\_\_\_

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

**Stan Mahoney Youth & School Competitive Teams Tournament**  
**Organized by: Riviera Utilities & Wolf Bay Watershed Watch**

1. Youth Fishing Tournament Age Group
  - a. 3- 8 Years of Age
  - b. 9-13 Years of Age
  - c. 14-18 Years of Age
2. Competitive School Teams Age Group
  - a. Any Age (Must be affiliated with a School Fishing Team)
3. DATE: Saturday, October 20, 2018
4. Time
  - a. 6:00 a.m. -12:00 p.m. **No fish accepted after 12:00 p.m.**
5. PLACE: Barber Marina- Take Highway 98 to Highway 95 South, approximately 2 miles east of Elberta, and follow the road signs to Fish Trap Road and Marina. Take a right on Fish Trap Road and go ½ mile to entrance of Barber Marina. Take left to Marina approximately 1.5 miles.
6. Boundaries
  - a. All inshore waterways within Baldwin County
7. Sign-in and registration is available at the Captains Meeting on October 20<sup>th</sup> at 6:00 pm at 23460 Wolf Bay Drive in Foley at the City of Foley's Graham Creek Preserve Pavilion. Wearing Tournament T-shirt and Competitive School Teams Shirts is encouraged while fishing in the tournament.
8. Safety & General Rules
  - a. All youth contestants must be accompanied by an adult (Fishing License required for all adults)
  - b. All participants must turn in a signed application and release form
  - c. Only fish caught by the applicant are eligible
  - d. School Competitive Teams shall utilize the I angler App to log fish
  - e. No nets- except landing nets
  - f. Live bait and artificial bait are acceptable
  - g. All Participants must wear a properly fitting Coast Guard approved Life Jacket. Children eight and under must wear a life jacket at all times when in the boat
  - h. Sharks and stingrays are not included in the tournament and should not be boated
  - i. All participants must confirm with all size limits. Do not bring undersize fish to weigh in.
9. Fishing from the bank or dock is permitted. The following are some of the public fishing areas within the tournament boundaries.
  - a. Josephine fishing pier at the county park on Roberts Bayou.
  - b. Fishing pier under Highway 59 Bridge in Gulf Shores.
  - c. Intra-coastal water way along Baldwin County Road 180 in Gulf Shores.





10. Categories based on weight

- a. **Youth Fishing Tournament-** The youth categories are based on cumulative weight. Weight is based on species referenced in the 3-8 age groups.

Ages 3-8	Ages 9-13	Ages 14-18
Master Angler	Master Angler	Master Angler
Heaviest Pinfish	2 <sup>nd</sup> Place	2 <sup>nd</sup> Place
Heaviest Spotted Fish	3 <sup>rd</sup> Place	3 <sup>rd</sup> Place
Heaviest Catfish		
Heaviest Bass		
Heaviest Flounder		
Heaviest Redfish		

- b. **Competitive School Teams-** The competitive team categories are based length of the fish. Competitive teams are required to use the langler app.

Inshore Slam (1 Redfish, 1 Speckled Trout, 1 Flounder)	Big Red	Big Speck	Big Bass	Cumulative Reds (2 slot 16"-26" + 1 over 26")
1 <sup>st</sup> Place	1 <sup>st</sup> Place	1 <sup>st</sup> Place	1 <sup>st</sup> Place	1 <sup>st</sup> Place

11. Entry Fee

- a. Youth Fishing Tournament: \$25.00 per person- includes T-shirt  
b. Competitive School Teams: \$25.00 per person

Entry forms and registration fees accepted at <http://www.wolfbaywatershedwatch.org>. Registration forms can also found at [www.rivierautilities.com](http://www.rivierautilities.com). Check these websites as the tournament time approaches for up to date information and any changes.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0688, **Version:** 1

**Item #:** Q4

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Miranda McKinnon, Administrative Support Specialist III

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### **ITEM TITLE**

Resolution #2018-102 - Appropriation from the Commission Discretionary Fund - Mobile Bay Area Veterans Day Commission, Inc.

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve Resolution #2018-102 of the Baldwin County Commission, which appropriates not more than \$5,000.00 from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2017-2018, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic nonprofit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2018 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans; and

2) Related to the aforesaid, execute an Agreement between the Baldwin County Commission and Mobile Bay Area Veterans Day Commission, Inc., to effect the \$5,000.00 appropriation.

### **BACKGROUND INFORMATION**

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

**Background:** The Mobile Bay Area Veterans Day Commission, Inc. has requested funding assistance from the Baldwin County Commission related to the 2018 Mobile Area Veterans Day Activities in Mobile, Alabama.

The appropriation of \$5,000.00 is proposed to be made from the Commission Discretionary Fund and by Agreement between the Baldwin County Commission

and Mobile Bay Area Veterans Day Commission, Inc.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$5,000.00

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

51990.5342 - Commission

Discretionary Fund - Statutory

**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, copy of Resolution and  
original Agreement to:

Mr. Steven D. Carey, Colonel,

U.S. Air Force (Retired)  
President  
Mobile Bay Area Veterans Day  
Commission, Inc.  
Post Office Box 2187  
Mobile, Alabama 36652-2187

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

STATE OF ALABAMA            )

COUNTY OF BALDWIN         )

**RESOLUTION# 2018-102  
OF THE  
BALDWIN COUNTY COMMISSION**

**PROVIDING FOR AN APPROPRIATION FROM THE "COMMISSION DISCRETIONARY FUND" AS AUTHORIZED BY SECTION 45-2-161 OF THE CODE OF ALABAMA (1975).**

WHEREAS, Act 363 (1961) [Acts of Alabama, Regular, Special Sessions 1961, Vol. I, p. 383], as amended by Act 733 (1971) [Acts of Alabama, Organizational, Special and Regular Sessions 1971, Vol. II, p. 1448], as further amended by Act No. 99-413 ( 1999) [Acts of Alabama, Regular Session and First Extraordinary Session 1999, Vol. 2, p. 736], authorizes the county governing body of Baldwin County, Alabama, to appropriate and expend not more than \$25,000 per fiscal year for any purpose, not otherwise provided for by law, that is worthy, in the best interest of the county, and promotes the economic well-being of the citizens of the county from a fund as created by the aforementioned Local Acts of the Legislature of Alabama entitled the "Commission Discretionary Fund;" and

WHEREAS, further, the aforementioned Local Acts of the Legislature of Alabama [codified at Section 45-2-161 of the Code of Alabama 1975] require any appropriation to be authorized only by resolution of this county governing body as spread upon the official minutes of the County Commission of Baldwin County, Alabama.

COMES NOW, this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, desiring to appropriate and expend \$5,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2017-2018, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic nonprofit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2018 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States shall participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, hereby appropriates and expends \$5,000, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2017-2018, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic nonprofit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2018 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States shall participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and all the citizens

of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 21<sup>st</sup> day of August, 2018.

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Commissioner Frank Burt, Jr., Chairman

ATTEST:

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Ronald J. Cink, County Administrator/Budget Director





**MOBILE BAY AREA VETERANS DAY  
COMMISSION, INC.**

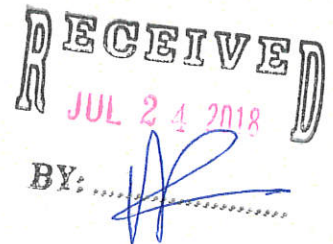
PO Box 321 Daphne AL 36526  
(251) 308-4156 • vetsdaycommission@gmail.com



4BCC  
RC  
KC  
CDavis

July 19, 2018

President,  
Baldwin County Commission  
312 Courthouse Square  
Bay Minette, Alabama 36507



I am writing to request Baldwin County funding support of \$5,000 to assist the Mobile Bay Area Veterans' Day Commission in conducting Veterans Day Activities on November 12, 2018.

**Veterans Day activities include:**

- The Veterans Day Parade through downtown Mobile at 10:00 am which includes over sixty area marching units, bands and loads. The Commission coordinates a military vehicle for County Commissioners to ride in the parade along with vehicles for the Patriot of the Year, Veteran of the Year and Mobile County Commissioners. Baldwin County JROTC units, Baldwin County High School Bands and Baldwin County Veterans groups are also invited to march in the parade.
- The Mobile Bay Area Veterans Day Luncheon is held at 12:00pm at Fort Whiting. The luncheon is attended by over 600 guests annually and recognizes a national figure as Patriot of the Year and a local veteran as Veteran of the Year. Nearly half of all veterans recognized are Baldwin County residents. The Baldwin County Commission will be provided a table at the luncheon and recognized for the support provided.
- The Commission also holds a Freedom Celebration at 3:00pm at the aircraft pavilion at USS ALABAMA Battleship Park. The event includes 4<sup>th</sup> Graders participating in a flag ceremony and essay contest. Presentations by the Distinguished Young Woman of America, an area veteran and last year's essay winners are included in the event. Baldwin County schools are well represented in the event each year.
- Veterans Day activities end with a free Mobile Pops Patriotic Concert at 7:00pm, also at the aircraft pavilion.

The citizens of south Alabama have a proud history of serving the country and of recognizing those who have served. The Commission's funding support will help ensure the Mobile Bay Area Veterans Day Commission has the funds to continue to show our youth and our veterans the importance we place on selfless service. Thank you in advance for your support.

Respectfully submitted

Steven D. Carey  
COL. USAF (Ret)  
Commission President

STATE OF ALABAMA        )

COUNTY OF BALDWIN     )

### **AGREEMENT**

WHEREAS, the MOBILE BAY AREA VETERANS DAY COMMISSION, INC. (hereinafter referred to as “VETERANS DAY COMMISSION”), is a nonprofit corporation organized to, among other things enumerated in their governing Articles of Incorporation, support and conduct an annual enhanced Veterans Day observance in the greater Mobile Bay (Alabama) area to honor the veterans and members of the seven uniformed services of the United States and the United States Merchant Marine, as well as all reserve, National Guard and inactive components of such services; further, to recognize all past, present and future contributions of these men and women to the security and well being of our nation; and, further, to seek an increased public awareness of the value of the contributions and accomplishments of veterans and their role in shaping American history; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama; and

WHEREAS, the COMMISSION recognizes the public and civic purposes for which the VETERANS DAY COMMISSION was organized, said public and civic purposes strengthening the economic ties of the Veterans of Mobile and Baldwin Counties and the virtues of good citizenship, patriotism, furthermore, providing a venue to honor all Alabamians who participated in all armed conflicts of the United States, representing the veterans of all branches of the United States Armed Services in all conflicts and educating the public on their contributions and sacrifices through annual Veterans Day activities and, in recognition of the aforesaid public and civic purposes, the COMMISSION desires to appropriate Five Thousand Dollars (\$5,000.00) to the VETERANS DAY COMMISSION, to partner with the VETERANS DAY COMMISSION in its provision of the VETERANS DAY COMMISSION 2018 Veterans Day Public Activities to be conducted on November 12, 2018, in Mobile, Alabama (hereinafter referred to as “2018 VETERANS DAY ACTIVITIES”); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the VETERANS DAY COMMISSION respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission* 631 So. 2d 953 (Ala. 1994); and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. All VETERANS DAY COMMISSION facilities, services and activities, including, but not limited the 2018 VETERANS DAY ACTIVITIES, shall be accessible to the general public in accordance with VETERANS DAY COMMISSION rules and policies.

3. The VETERANS DAY COMMISSION and 2018 VETERANS DAY ACTIVITIES shall have a nondiscriminatory policy, and its facilities, services and activities, including, but not limited the 2018 VETERANS DAY ACTIVITIES, shall be available to the general public regardless of race, age, gender, disability or religion.
4. The COMMISSION shall assist the VETERANS DAY COMMISSION by providing the VETERANS DAY COMMISSION a one-time total funding appropriation of Five Thousand Dollars (\$5,000.00) to partner with the VETERANS DAY COMMISSION in its provision of the 2018 VETERANS DAY ACTIVITIES to be conducted on November 12, 2018, in Mobile, Alabama, which activities shall benefit the public and civic purposes of strengthening the virtues of good citizenship, patriotism, furthermore, honoring all Alabamians who participated in all armed conflicts of the United States and representing the veterans of all branches of the United States Armed Services in all conflicts to, collectively, educate the public on their contributions and sacrifices.
5. The VETERANS DAY COMMISSION expressly agrees to use the one-time total funding appropriation set forth at Section 4 of this Agreement consistent with this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 4 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 4 of this Agreement, as provided by the COMMISSION, be utilized, by the VETERANS DAY COMMISSION only toward the purpose set forth at Section 4 of this Agreement.
6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the VETERANS DAY COMMISSION on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the VETERANS DAY COMMISSION is an agent of the COMMISSION.
7. To the fullest extent allowed by law, the VETERANS DAY COMMISSION shall fully indemnify, defend and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the VETERANS DAY COMMISSION or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 7 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
8. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
9. The VETERANS DAY COMMISSION agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

- a. Supply to the COMMISSION, within thirty (30) days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
10. This Agreement, provided in the form as one (1) original instrument for the records of the VETERANS DAY COMMISSION and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the VETERANS DAY COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
11. This Agreement shall be in effect for a period of four (4) months, or in a shorter time as may be determined by the COMMISSION, commencing August 21, 2018, and expiring January 21, 2019, and may be amended, during the aforementioned period of four (4) months, only by written amendment executed by the COMMISSION and the VETERANS DAY COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the VETERANS DAY COMMISSION.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_  
FRANK BURT, JR.

As Its: Chairman

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

ATTEST:

\_\_\_\_\_  
RONALD J. CINK

County Administrator/Budget Director

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, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and whom are known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such officers 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: \_\_\_\_\_

**MOBILE BAY AREA VETERANS DAY COMMISSION,  
INC.  
P.O. Box 2187  
Mobile, Alabama 36652-2187**

\_\_\_\_\_  
STEVEN D. CAREY, Colonel, U.S. Air Force (Retired)  
As Its: President  
Date: \_\_\_\_\_

STATE OF ALABAMA                    )  
COUNTY OF \_\_\_\_\_        )

I, the undersigned authority, a Notary Public, in and for \_\_\_\_\_ County, Alabama, and the State of Alabama, hereby certify that STEVEN D. CAREY, Colonel, U.S. Air Force (Retired), as President of the Mobile Bay Area Veterans Day Commission, Inc., 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 President of the Mobile Bay Area Veterans Day Commission, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Mobile Bay Area Veterans Day Commission, Inc.

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0727, **Version:** 1

**Item #:** Q5

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Christel Carpenter, Administrative Support Specialist III

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### **ITEM TITLE**

Resolution #2018-107 - Collection of Delinquent Property Taxes in Baldwin County as Provided by Act No. 2018-577

### **STAFF RECOMMENDATION**

Adopt Resolution #2018-107, which supports the decision of Revenue Commissioner Teddy Faust to utilize the sale of a tax lien to collect delinquent property taxes in Baldwin County as provided by Act No. 2018-577.

### **BACKGROUND INFORMATION**

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

**Background:** Under previous law, counties had the option to sell their outstanding tax liens on real property. The purchaser of the tax liens obtained the right to collect all delinquent taxes, penalties, interest, and costs with respect to the property. Act No. 2018-577 revised the tax lien sale procedures for counties to authorize tax liens to be sold at auction to the bidder with the lowest interest rate.

### **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:** 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 - Forward a copy of the resolution to Revenue Commissioner Teddy Faust, cc: Susan Hill.

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

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

**RESOLUTION OF THE  
BALDWIN COUNTY COMMISSION**

**RESOLUTION #2018-107**

**WHEREAS**, Act No. 2018-577 of the Alabama Legislature (the “Act”) provides counties with an alternative remedy for collecting delinquent property taxes by the sale of a tax lien to the person who pays all taxes, interest, penalties, fees, and costs due on the property and who, in addition, bids the lowest interest rate on the amount required to be paid to redeem the property from the sale; and

**WHEREAS**, the Act further provides that the tax collecting official for each county shall have the sole authority to decide whether his or her county shall utilize the sale of a tax lien under the Act or to continue to utilize the sale of property to collect delinquent property taxes, and the method decided by the tax collecting official shall apply to all property in that county for the year so decided; and

**WHEREAS**, the Act further provides that the tax collecting official’s decision to change the current remedy used for collecting delinquent property taxes shall be published on the tax collecting official’s website or by advertising once a week for three consecutive weeks in a newspaper with general circulation in the county, all of which shall occur not later than October 1 when the property taxes become due and payable; and

**WHEREAS**, Teddy J. Faust, Jr., Revenue Commissioner of Baldwin County, Alabama, has indicated to the Commission his decision to change from the sale of property to the new alternative method of the sale of a tax lien to collect delinquent property taxes in Baldwin County which become due and payable October 1, 2018, and for subsequent years; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA**, that the Commission supports the decision of Mr. Faust to utilize the sale of a tax lien to collect delinquent property taxes in Baldwin County as provided by Act No. 2018-577, and that a copy of this Resolution be furnished to Mr. Faust.

**DONE**, under the Seal of the County Commission of Baldwin County, Alabama, on this the 21<sup>st</sup> day of August, 2018.

\_\_\_\_\_  
FRANK BURT, JR., Chairman  
Baldwin County Commission

ATTEST:

\_\_\_\_\_  
RONALD J. CINK, County Administrator

**CERTIFICATE**

I, the undersigned, do hereby certify that the above and foregoing resolution is a certified copy of a resolution adopted by the Baldwin County Commission at its regular meeting on this the 21<sup>st</sup> day of August, 2018.

\_\_\_\_\_

1 HB354  
2 188661-2  
3 By Representatives Ellis, Faust, Drake, Jackson, Weaver,  
4 Wilcox, Williams (JW), Tuggle, Sessions, Davis, McMillan,  
5 Shiver, Baker and England  
6 RFD: County and Municipal Government  
7 First Read: 01-FEB-18

2  
3  
4  
5  
6  
7  
8 SYNOPSIS: Under existing law, counties have the option  
9 to sell their outstanding tax liens on real  
10 property. The purchaser of the tax liens obtains  
11 the right to collect all delinquent taxes,  
12 penalties, interest, and costs with respect to the  
13 property.

14 This bill would revise the tax lien sale  
15 procedures for counties to authorize tax liens to  
16 be sold at auction to the bidder with the lowest  
17 interest rate.

18  
19 A BILL  
20 TO BE ENTITLED  
21 AN ACT  
22

23 Relating to tax lien sales; to amend Sections  
24 40-10-180, 40-10-181, 40-10-182, 40-10-183, 40-10-184,  
25 40-10-185, 40-10-186, 40-10-187, 40-10-188, 40-10-189,  
26 40-10-190, 40-10-191, 40-10-192, 40-10-193, 40-10-194,  
27 40-10-195, 40-10-196, 40-10-197, and 40-10-198, Code of

1 Alabama 1975; to add Sections 40-10-199 and 40-10-200 to the  
2 Code of Alabama 1975; to provide an auction process for the  
3 sale of tax liens; to provide for counties to issue tax lien  
4 certificates for certain fees on the lands which have been  
5 sold at certain sales to individuals; to prescribe the  
6 significance of and authority associated with a tax lien  
7 certificate; to provide for payment of taxes on lands  
8 purchased at tax lien sales by holders of tax lien  
9 certificates; to provide for distribution of monies received  
10 from tax lien sales and to provide for certain redemption  
11 procedures including a procedure to allow the holder of a tax  
12 lien certificate to foreclose redemption rights after a period  
13 of time.

14 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

15 Section 1. Sections 40-10-180, 40-10-181, 40-10-182,  
16 40-10-183, 40-10-184, 40-10-185, 40-10-186, 40-10-187,  
17 40-10-188, 40-10-189, 40-10-190, 40-10-191, 40-10-192,  
18 40-10-193, 40-10-194, 40-10-195, 40-10-196, 40-10-197, and  
19 40-10-198, Code of Alabama 1975, are amended to read as  
20 follows:

21 "§40-10-180.

22 ~~"The Legislature finds all of the following:~~

23 ~~"(1) It is estimated that Alabama counties, which~~  
24 ~~collect tax for themselves and other governmental entities~~  
25 ~~within their counties, have several million dollars~~  
26 ~~outstanding as accounts receivable from unpaid secured roll~~  
27 ~~real property tax obligations. These obligations owed to~~

1 ~~Alabama counties have largely been under-performing assets~~  
2 ~~that could be converted to cash and provide counties and other~~  
3 ~~governmental entities with much needed revenues.~~

4 ~~"(2) Many counties and other governmental entities~~  
5 ~~have had to reduce essential services and curtail some~~  
6 ~~functions that have historically been performed by government.~~  
7 ~~Public protection agencies in many of these counties and other~~  
8 ~~governmental entities have had law enforcement positions~~  
9 ~~reduced or eliminated.~~

10 ~~"(3) The Legislature declares that the purpose of~~  
11 ~~Act 95-408 this article is to provide counties with an~~  
12 ~~alternative remedy for collecting delinquent property taxes by~~  
13 ~~the sale of a tax lien ~~the option of selling their outstanding~~~~  
14 ~~secured roll real property tax accounts receivable and thereby~~  
15 ~~realize immediate cash in order to meet the ongoing services~~  
16 ~~required by counties and the other governmental entities for~~  
17 ~~which the counties collect tax. Upon such a sale, the~~  
18 ~~purchaser of the receivables obtains the right to collect all~~  
19 ~~outstanding delinquent taxes, penalties, interest, and costs~~  
20 ~~with respect thereto.~~

21 ~~"§40-10-181.~~

22 ~~"For purposes of Act 95-408, this article, the~~  
23 ~~following terms shall have the following meanings: "tax lien"~~

24 ~~"(1) TAX COLLECTING OFFICIAL. The elected or~~  
25 ~~appointed person responsible for collecting ad valorem taxes~~  
26 ~~in a county.~~



1           "(2) TAX LIEN. ~~means the~~ The perpetual first  
2           priority lien provided by Section 40-1-3 against any parcel of  
3           real property representing taxes assessed and levied against  
4           the property, together with interest, penalties, fees, and  
5           costs applicable by law to the taxes.

6           "(3) TAX LIEN AUCTION. The public sale of all tax  
7           liens advertised under Section 40-10-182 and held no earlier  
8           than March 1 or later than June 15 of the current ad valorem  
9           tax year where the awarding of the tax lien certificate is  
10          based on the lowest interest rate bid on a tax lien.

11          "(4) TAX LIEN SALE. The sale of an unsold tax lien  
12          by private sale between a tax collecting official and the  
13          purchaser of a tax lien under Section 40-10-199.

14          "(5) UNIFORM PARCEL NUMBER. The unique parcel  
15          identification number assigned to the parcel of property for  
16          ad valorem tax purposes based on the tax lien date of the  
17          current tax year.

18          "§40-10-182.

19          "(a) All tax liens representing unpaid and  
20          delinquent taxes on real property shall be subject to a tax  
21          lien auction or a tax lien sale as provided in Act 95-408.

22          "(b) (1) The tax collector collecting official of any  
23          county shall conduct a public auction ~~may adopt a procedure~~  
24          for the sale and transfer of delinquent tax liens. ~~by the tax~~  
25          ~~collector, subject to Act 95-408. Tax liens may be sold~~  
26          ~~individually or in any lot or block to any person and pursuant~~  
27          ~~to any procedure deemed appropriate by the tax collector. Any~~

1 ~~procedure for the~~ The sale of tax liens adopted pursuant to  
2 ~~this section shall provide for notice to~~ tax collecting  
3 ~~official shall notify~~ the delinquent taxpayer of the ~~sale~~  
4 ~~auction at least seven days prior to the tax lien auction by~~  
5 ~~first class mail and by any one of the following:~~

6 "a. Advertising for one week in a newspaper with  
7 general circulation in the county where the property is  
8 located.

9 "b. Advertising on an online website controlled by  
10 the tax collecting official.

11 "c. Posting at the courthouse of the county and if  
12 possible in a public place in the precinct where the property  
13 is located.

14 "(2) The notices shall declare the time and location  
15 of the auction. ~~in a manner and at a time deemed appropriate~~  
16 ~~by the tax collector.~~

17 "(c) The tax collector collecting official may  
18 auction or sell tax liens representing delinquent taxes for  
19 any ~~prior~~ year taxes are delinquent and unpaid ~~of assessment,~~  
20 ~~provided that any single tax lien to be sold shall relate to~~  
21 ~~only one year of assessment and shall not be aggregated with~~  
22 ~~any other tax lien for another year on the same parcel.~~

23 "(d) Except as otherwise provided in Act 95-408, a  
24 tax lien sale with respect to any delinquent property shall be  
25 in lieu of all other remedies provided by law for the  
26 collection of delinquent taxes for the relevant year of  
27 assessment by the county or the tax collector.

1           "§40-10-183.

2           "Prior to any tax lien ~~sale~~ auction, the tax  
3 ~~collector~~ collecting official shall prepare and maintain a  
4 list of all tax liens. The list shall be known as the tax lien  
5 ~~sale~~ auction list and shall contain all of the following:

6           "(1) The names of the several persons appearing in  
7 the latest tax roll as the respective owners of tax-delinquent  
8 properties.

9           "(2) A description of each property as it appears in  
10 the latest tax roll.

11           "(3) The year or years for which taxes are  
12 delinquent on each property.

13           "(4) The principal amount of the delinquent taxes  
14 and the amount of accrued and accruing interest thereon and  
15 penalties, fees, and costs to the day of the proposed tax lien  
16 ~~sale~~ auction relating to each year of assessment.

17           "§40-10-184.

18           "~~(a) Tax lien sales shall be conducted by the tax~~  
19 ~~collector on the dates and times directed by the tax~~  
20 ~~collector. On the day and time~~ designated for a tax lien ~~sale~~  
21 auction, the tax ~~collector~~ collecting official shall proceed  
22 to ~~sell~~ auction, ~~pursuant to the procedure adopted by him or~~  
23 ~~her,~~ all tax liens described in the tax lien ~~sale~~ auction list  
24 compiled as provided in Section 40-10-183, except those for  
25 which the taxes, penalties, interest, fees, and costs thereon  
26 have been paid ~~or deferred~~. Any ~~delinquent property for which~~  
27 ~~a tax lien remains~~ unsold after a tax lien ~~sale~~ auction shall

1 be ~~subject to any other remedies provided by law for the~~  
2 ~~collection of the delinquent taxes~~ retained by the county for  
3 future auction or sale as provided in this article.

4 "(b) ~~Where two or more lots or parcels are assessed~~  
5 ~~as one parcel, the tax liens on them may be sold as a single~~  
6 ~~tax lien on one parcel~~ A tax lien shall be sold at auction  
7 pursuant to this article to the person who pays all taxes,  
8 interest, penalties, fees, and costs due on the property,  
9 including an origination cost of twenty dollars (\$20) as of  
10 the date of auction and a twenty dollar (\$20) auction fee, and  
11 who in addition bids the lowest interest rate on the amount  
12 paid to redeem the property from the sale. The beginning  
13 interest rate bid shall not exceed a rate of 12 percent and  
14 additional bids may be made at a rate less than the  
15 immediately preceding bid.

16 "(c) ~~The sale of a tax lien does not extinguish any~~  
17 ~~deed restriction, deed covenant, or easement on or appurtenant~~  
18 ~~to the parcel.~~ A tax lien offered for auction or sale shall be  
19 identified by a Uniform Parcel Number and a legal description.

20 "§40-10-185.

21 "When a tax lien is offered for auction or sale, it  
22 shall not be necessary to list, auction, or sell it as being  
23 against the property of any specific person. The auction or  
24 sale is not invalid by reason of the fact that the property  
25 was assessed in the name of a person other than the rightful  
26 owner or to a person unknown, if the description and the  
27 Uniform Parcel Number of the real estate in the tax lien ~~sale~~

1 auction list is sufficient to identify it and ~~includes~~ the  
2 amount of taxes, interest, penalties, fees, and costs for  
3 which its tax lien is to be auctioned or sold.

4 "§40-10-186.

5 "(a) The purchase price for a tax lien shall be the  
6 amount of delinquent taxes plus any interest, penalties, fees,  
7 and costs ~~incurred by the tax collector~~ accrued as of the date  
8 of the auction or sale.

9 "(b) The purchase price for a tax lien shall be paid  
10 to the tax ~~collector~~ collecting official in cash or  
11 immediately available certified funds not later than one hour  
12 before close of business on the date of the auction or sale.

13 "(c) The purchase price for a tax lien received by  
14 the tax ~~collector~~ collecting official shall be credited to the  
15 tax ~~collector~~ collecting official for purposes of calculating  
16 commissions, if any, on taxes collected by the tax ~~collector~~  
17 collecting official pursuant to Section 40-5-4.

18 "§40-10-187.

19 "(a) The tax ~~collector~~ collecting official shall  
20 make, execute, and deliver a tax lien certificate to each  
21 purchaser at ~~the~~ a tax lien sale or auction or to each  
22 assignee thereafter and shall collect from the purchaser or  
23 assignee a fee of ~~one dollar (\$1)~~ five dollars (\$5) for each  
24 tax lien certificate. The tax lien certificate shall be in a  
25 form provided by the Department of Revenue and shall also  
26 include a certificate of redemption form as provided in  
27 Section 40-10-194.

1           "(b) A tax lien certificate shall evidence the  
2     auction or sale or assignment to the holder of the tax lien  
3     certificate of the delinquent and unpaid taxes, penalties,  
4     interest, fees, and costs set forth therein and represented by  
5     the tax lien, ~~and the right to receive amounts in respect~~  
6     ~~thereof as provided in Act 95-408.~~

7           "(c) A tax lien certificate shall bear the interest  
8     ~~at the rate of 12 percent per annum as bid on by the purchaser~~  
9     at the tax lien auction or as agreed upon by the purchaser at  
10    the tax lien sale, ~~on the amount of all taxes, penalties,~~  
11    ~~interest, and costs due on the property from the date of the~~  
12    ~~sale of the tax lien to the original purchaser~~ until the tax  
13    lien certificate is redeemed as provided pursuant to Section  
14    40-10-193 ~~by law, or the property is sold pursuant to a decree~~  
15    ~~for sale of real estate required by Section 40-10-11.~~

16           "(d) The tax lien certificate shall do all of the  
17    following:

18           "~~(i) describe~~ (1) Describe the real property on  
19    which a tax lien is auctioned or sold as it is described in  
20    the tax lien ~~sale~~ auction list~~7.~~

21           "~~(ii) specify~~ (2) Specify the date on which the tax  
22    lien was auctioned or sold to the original purchaser~~7.~~

23           "~~(iii) specify~~ (3) Specify the year of assessment to  
24    which the tax lien relates and the amount for which the tax  
25    lien was auctioned or sold to the original purchaser~~7.~~

26           "~~(iv) recite~~ (4) Recite the amount of all taxes,  
27    penalties, interest, fees, and costs due on the property,

1 which relate to the year of assessment described in ~~(iii)~~  
2 ~~above~~ subdivision (3), as of the date specified in ~~(ii)~~ above  
3 subdivision (2), ~~and~~ .

4 "~~(v) recite~~ (5) Recite that the certificate bears  
5 interest at the rate per annum bid on by the purchaser at the  
6 tax lien auction of 12 percent per annum or agreed upon at the  
7 tax lien sale on the amount described in ~~(iv)~~ above  
8 subdivision (4) from the date specified in ~~(ii)~~ above  
9 subdivision (2).

10 "(e) The purchaser of a tax lien certificate may  
11 transfer and assign the certificate to any person, and the  
12 transferee of a tax lien certificate may subsequently transfer  
13 the certificate to any other person. The transferor of a tax  
14 lien certificate shall endorse the certificate and shall swear  
15 to the endorsement before a notary public or other officer  
16 empowered to administer oaths. The transferee shall present  
17 the endorsed tax lien certificate to the tax ~~collector~~  
18 collecting official who prepared and ~~sold~~ executed the  
19 certificate, or his or her successor, who, for a fee of ~~one~~  
20 ~~dollar (\$1)~~ five dollars (\$5), shall acknowledge the transfer  
21 on the certificate and shall make note of the transfer on the  
22 record of tax lien auctions and sales kept as provided in  
23 Section 40-10-188. An assignment and transfer as provided in  
24 this subsection shall vest in the assignee all the right and  
25 title of the original purchaser.



1           "(f) A security interest in a tax lien certificate  
2 may be created and perfected in the manner provided for  
3 general intangibles under Title 7.

4           (g) Within 10 days of a completed tax lien auction  
5 or sale, the tax collecting official shall send notice to the  
6 property owner for whom the property was assessed informing  
7 the property owner that the tax lien has been auctioned or  
8 sold. The notice shall include the date of auction or sale and  
9 the name and address of the purchaser and shall be made by  
10 first class mail to the address listed in the assessment.

11           "§40-10-188.

12           "The tax ~~collector~~ collecting official shall make a  
13 correct record of all auctions and sales of tax liens ~~pursuant~~  
14 ~~to Act 95-408~~ in a durable book or an electronic file, which  
15 shall be known as the record of tax lien auctions and sales,  
16 containing all of the following:

17           "(1) The date of auction or sale.

18           "(2) A description of each parcel and uniform parcel  
19 number on which a tax lien was auctioned or sold.

20           "(3) The year of assessment to which the tax lien  
21 relates.

22           "(4) The name and address of the property owner for  
23 whom the property was assessed, if known.

24           "(5) The name and address of the original purchaser  
25 of the tax lien.

26           "(6) The total amount of taxes, interest, penalties,  
27 fees, and costs due on the tax lien, which relate to the year

1 of assessment, as described in Section 40-10-187, as of the  
2 date of the auction or sale of the tax lien to the original  
3 purchaser.

4 "~~(7)~~ (8) The interest rate bid on by the purchaser at  
5 the tax lien auction or as agreed by the purchaser at the tax  
6 lien sale.

7 "~~(7)~~ (8) The amount of any subsequent taxes,  
8 penalties, interest, fees, and costs paid by the original  
9 purchaser, or assignee, of the tax lien certificate as  
10 provided in Section 40-10-191 and the year of assessment to  
11 which the payment relates.

12 "~~(8)~~ (9) The name and address of the assignee, if  
13 any, and the date of assignment of the tax lien certificate.

14 "~~(9)~~ (10) The name and address of the person  
15 redeeming and the date of redemption.

16 "~~(10)~~ (11) The total amount paid for redemption.

17 "~~(11)~~ The date of any decree of sale pursuant to  
18 Section 40-10-11 with respect to the property.

19 "§40-10-189.

20 "~~For purposes of Act 95-408, The~~ "holder of the tax  
21 lien certificate" means the original purchaser of a tax lien  
22 or any assignee thereof as described in the record of tax lien  
23 auctions and sales kept by the tax ~~collector~~ collecting  
24 official pursuant to Section 40-10-188.

25 "§40-10-190.

26 "When a tax lien certificate is lost or destroyed,  
27 the holder of the tax lien certificate may file a notarized

1 affidavit with the tax ~~collector~~ collecting official attesting  
2 to the loss of the certificate. Upon presentation of the  
3 notarized affidavit, the tax ~~collector~~ collecting official,  
4 ~~shall~~ on payment of a fee of ~~ten~~ fifty dollars ~~+\$10~~ (\$50),  
5 shall issue to the holder thereof an exact duplicate of the  
6 tax lien certificate.

7 "§40-10-191.

8 "(a) The holder of ~~an outstanding~~ a tax lien  
9 certificate shall have the first right to purchase the tax  
10 lien relating to a subsequent delinquency on the property  
11 described in the tax lien certificate of the holder, ~~by~~  
12 ~~notifying the tax collector within the time allowed by the~~  
13 ~~procedures established by the tax collector pursuant to Act~~  
14 ~~95-408.~~ A holder of the certificate who exercises this right  
15 shall be entitled to the same interest rate as shown on the  
16 previous tax lien certificate. The owner of the property may  
17 pay the current year taxes due once the property owner redeems  
18 all outstanding tax liens on the property.

19 "~~(b) If the holder fails to acquire the subsequent~~  
20 ~~tax lien within the time period specified in subsection (a),~~  
21 ~~the tax collector shall be free to pursue any other remedy~~  
22 ~~provided by law for the collection of the delinquent tax.~~ A  
23 mortgagee as the holder of a tax lien certificate may add all  
24 costs, fees, interest, penalties, and taxes regarding the tax  
25 sale to the principal of the loan.

26 "(c) A holder of a tax lien certificate may abandon  
27 the certificate at any time upon notification given to the tax

1 collecting official and the surrender of the tax lien  
2 certificate. Abandonment of a tax lien certificate  
3 relinquishes all rights of recovery of any monies or expenses.

4 "§40-10-192.

5 "All monies collected or received by the tax  
6 ~~collector~~ collecting official as proceeds of a tax ~~sale~~ lien  
7 auction or sale pursuant to Act 95-408 shall be distributed in  
8 the same manner and proportions as the tax ~~collector~~  
9 collecting official is required by law to distribute other  
10 monies collected by him or her in satisfaction of ad valorem  
11 taxes. All penalties, costs, and fees collected by the tax  
12 collecting official shall be paid to the general fund of the  
13 county.

14 "§40-10-193.

15 "(a) (1) Tax liens auctioned or sold ~~under Act 95-408~~  
16 may be redeemed by any of the following:

17 "a. the ~~The~~ owner, or his or her ~~agent, assignee, or~~  
18 ~~attorney,~~ heirs or personal representative.

19 "b. Any mortgagee or purchaser of the property or  
20 any portion of the property.

21 "c. or by any ~~Any other~~ person who would be entitled  
22 to redeem under subsection (a) of Section 40-10-120, Code of  
23 Alabama 1975, if the property had been sold for taxes. having  
24 ~~a legal or equitable claim in the underlying property, at any~~  
25 ~~time prior to entry of a decree of sale in an action~~  
26 ~~authorized by Section 40-10-11~~

1           "(2) Property may be redeemed under subdivision (1)  
2 by payment to the tax ~~collector~~ collecting official of the  
3 amount specified on the tax lien certificate as the total  
4 amount of delinquent tax, interest, ~~penalty,~~ penalties, fees,  
5 and costs ~~due on the delinquent property~~ paid to purchase the  
6 tax lien, plus interest at the rate specified in the tax lien  
7 certificate, plus any current and unpaid taxes, interest,  
8 penalties, fees, and costs due. The tax collecting official  
9 shall provide a separate receipt for any current taxes,  
10 interest, penalties, fees, or costs paid.

11           "(b) Statutory fees paid by the holder of the tax  
12 lien certificate in connection with the tax lien certificate  
13 shall be added to the amount payable on redemption and shall  
14 also bear interest at the rate of interest specified in the  
15 tax lien certificate.

16           "§40-10-194.

17           "(a) The tax ~~collector~~ collecting official shall,  
18 upon application to redeem a tax lien ~~sold under Act 95-408,~~  
19 and upon being satisfied that the person applying has the  
20 right to redeem the tax lien, and upon payment of the amount  
21 due, issue to the person a certificate of redemption appended  
22 to a copy of the certificate of tax lien ~~describing the parcel~~  
23 ~~on which the tax lien is redeemed,~~ giving the date of  
24 redemption, the amount paid, and by whom redeemed, and shall  
25 make the proper entries in the record of tax lien auctions or  
26 sales in his or her office.

1           "(b) For each certificate of redemption, the tax  
2 ~~collector~~ collecting official shall collect from the person to  
3 whom the certificate of redemption is issued a fee of ten  
4 dollars (\$10) ~~equal to the redemption fee charged for~~  
5 ~~redemption of property sold to the state.~~

6           "(c) The holder of a certificate of redemption may  
7 record the certificate with the recording officer of the  
8 county."

9           "§40-10-195.

10           "A person owning an interest less than the whole in  
11 real property may redeem a tax lien pursuant to Section  
12 40-10-193 ~~against his or her interest, if the interest can be~~  
13 ~~ascertained by legal description provided to the tax~~  
14 ~~collector, by paying the proportionate part of the whole~~  
15 ~~amount due, and shall receive a certificate of redemption for~~  
16 ~~his or her interest in the manner provided by Act 95-408.~~

17           "§40-10-196.

18           "Within 10 days of issuance of any certificate of  
19 redemption, the tax ~~collector~~ collecting official shall mail a  
20 copy of the certificate of redemption to the holder of the tax  
21 lien certificate related thereto at the address specified in  
22 the record of tax lien auctions and sales kept as provided in  
23 Section 40-10-188. On demand of ~~any person entitled to~~  
24 ~~redemption money held by the tax collector~~ the holder of the  
25 tax lien certificate, the tax ~~collector~~ collecting official  
26 shall pay the redemption money to the person holder upon  
27 surrender of the original tax lien certificate ~~for the~~

1 ~~redeemed tax lien. If only a portion of the tax lien on the~~  
2 ~~property described in the tax lien certificate has been~~  
3 ~~redeemed, the tax collector shall endorse on the tax lien~~  
4 ~~certificate the portion redeemed and the amount of money paid~~  
5 ~~to the holder of the tax lien certificate, and shall take a~~  
6 ~~receipt therefor.~~

7 "§40-10-197.

8 ~~"Each holder of a tax lien certificate, desiring to~~  
9 ~~have the probate court order the sale of property for the~~  
10 ~~payment of taxes, shall provide written notice to the tax~~  
11 ~~collector on or before February 1 which contains the following~~  
12 ~~information: (i) A description of the parcel to which the tax~~  
13 ~~lien certificate relates; (ii) the year of assessment to which~~  
14 ~~the tax lien certificate relates; (iii) the name and address~~  
15 ~~of the holder of the tax lien certificate; and (iv) a~~  
16 ~~statement by the holder of the tax lien certificate that he or~~  
17 ~~she is unable to collect the delinquent taxes described in his~~  
18 ~~or her tax lien certificate without a sale of the property and~~  
19 ~~requesting that the tax collector list the property in the~~  
20 ~~book of lands prepared pursuant to Section 40-10-2, and~~  
21 ~~delivered to the judge of probate pursuant to Section 40-10-3.~~

22 "(a) At any time not less than three years after the  
23 auction or sale of a tax lien but not later than 10 years  
24 after the auction or sale, if the tax lien is not redeemed,  
25 the holder of the tax lien certificate may bring in the  
26 circuit court of the county in which the property is located  
27 an action to foreclose the right to redeem. If any applicable



1 law or court order prohibits bringing an action to foreclose  
2 the right to redeem, the limitation provided in this section  
3 shall be extended 12 months following the termination of the  
4 prohibition.

5 "(b) (1) At least 30 days before filing an action to  
6 foreclose the right to redeem under this article, but not more  
7 than 180 days before the action is commenced, the holder of  
8 the tax lien certificate shall send notice of intent to file  
9 the foreclosure action by certified mail to all of the  
10 following:

11 "a. The property owner of record, according to the  
12 property tax records of the county in which the property is  
13 located, at the owner's address shown in the records and at  
14 the street address of the property if different.

15 "b. All holders of outstanding mortgages, judgment  
16 liens, or other lines on the property as recorded in the  
17 probate office of the county in which the property is located.

18 "c. The tax collecting official of the county in  
19 which the property is located.

20 "(2) The notice shall include the property owner's  
21 name, the Uniform Parcel Number, the legal description of the  
22 property, the name and address of the holder of the tax lien  
23 certificate, and a statement that the holder proposes to file  
24 an action to foreclose the tax lien between 30 and 180 days  
25 after the date of mailing of the notice. If the holder fails  
26 to send the notice required by this subsection, the court

1 shall dismiss any action filed to foreclose the right to  
2 redeem the property under this article.

3 "(c) The holder shall name as parties defendant to  
4 the foreclosure action all persons entitled to redeem under  
5 this article. Upon filing the foreclosure action, the holder  
6 shall file a notice as provided by Section 35-4-131.

7 "(d) (1) In an action to foreclose the right to  
8 redeem, if the court finds that the tax lien auction or sale  
9 is valid, that proper notice has been given, and that the tax  
10 lien has not been redeemed, the court shall enter judgment  
11 foreclosing the right of the defendant or defendants to redeem  
12 and shall direct the circuit clerk to execute and deliver to  
13 the party in whose favor judgment is entered a deed conveying  
14 the interests of the defendants in the property described in  
15 the tax lien certificate.

16 "(2) After entry of judgment, a party whose rights  
17 to redeem the tax lien are foreclosed has no further legal or  
18 equitable right, title, or interest in the property subject to  
19 the right of appeal and stay of execution as in other civil  
20 actions.

21 "(e) The foreclosure of the right to redeem does not  
22 extinguish any easement or right-of-way on or appurtenant to  
23 the property or rights of any public utility or governmental  
24 entity in the property, nor does it affect the rights of  
25 holders of prior tax lien certificates.

26 "(f) (1) The clerk's deed executed in accordance with  
27 subsection (d) shall include all of the following information:

1           "a. The date of the judgment.

2           "b. The number and style of the case.

3           "c. The name of the plaintiff who shall be known as  
4 the grantee.

5           "d. The legal description of the property.

6           "e. The Uniform Parcel Number of the property.

7           "f. The date of the conveyance.

8           "(2) The original deed shall be delivered to the  
9 plaintiff for recording in the probate records in the county  
10 in which the property is located.

11           "(g) Any person who is entitled to redeem under this  
12 article may redeem at any time before judgment is entered,  
13 notwithstanding that an action to foreclose has been  
14 commenced. If the person who redeems has been served  
15 personally or by publication in the action, or if the person  
16 became an owner after the action began and redeems after a  
17 notice is recorded pursuant to subsection (c), judgment shall  
18 be entered in favor of the plaintiff against the person for  
19 the costs incurred by the plaintiff in the action, including  
20 reasonable attorney fees to be determined by the court.

21           "(h) If a tax lien that was purchased pursuant to  
22 this article is not redeemed and the holder of the tax lien  
23 certificate fails to commence an action to foreclose the right  
24 of redemption on or before 10 years from the date of the tax  
25 lien certificate, the tax lien certificate shall expire and  
26 the lien shall become void.

1           "(i) If a judicial proceeding prohibits bringing an  
2 action to foreclose the right to redeem, the time of  
3 expiration under this section shall be extended by 12 months  
4 following the completion of the judicial proceeding.

5           "§40-10-198.

6           "(a) Each holder of a tax lien certificate shall be  
7 entitled to the same rights and remedies with respect to the  
8 collection of the amounts due on such tax lien certificate as  
9 are available to the tax ~~collector~~ collecting official with  
10 respect to the collection of delinquent taxes, including, but  
11 not limited to, the right to institute garnishment proceedings  
12 against the taxpayer for the payment of taxes.~~;~~ ~~furthermore,~~  
13 ~~the~~

14           "(b) The holder of a tax lien certificate shall not  
15 be entitled to charge the taxpayer for the release or  
16 satisfaction of the tax lien any amount more than what would  
17 otherwise have been available to the tax ~~collector~~ collecting  
18 official with respect to the collection of the delinquent  
19 tax."

20           Section 2. Sections 40-10-199 and 40-10-200 are  
21 added to the Code of Alabama 1975, to read as follows:

22           §40-10-199.

23           (a) Tax liens that are not sold at the tax lien  
24 auction conducted by the tax collecting official shall be  
25 separated in the tax lien auction list as prescribed by  
26 Section 40-10-183 and the county shall retain the lien  
27 pursuant to Section 40-1-3. The tax collecting official,

1 within 45 days after the tax lien auction date, may sell at  
2 private sale an unsold tax lien for no less than all taxes,  
3 interest, penalties, costs, and fees. The purchaser at private  
4 sale shall be entitled to interest on the amount paid at a  
5 rate agreed to by the tax collecting official, not to exceed  
6 12 percent. All private tax lien sales shall be entered in the  
7 record of tax lien auctions and sales, as provided in Section  
8 40-10-188.

9 (b) All tax liens that remain unsold by the tax lien  
10 auction or sale shall be included in all future tax lien  
11 auctions or sales until sold.

12 (c) Any tax lien that does not sell at auction shall  
13 be reported to the county commission when seeking approval of  
14 errors in assessments, litigations, or insolvents as the tax  
15 collecting official will be allowed credit for taxes due to  
16 this state upon final settlement with the Comptroller.

17 §40-10-200.

18 If any tax assessor, tax collecting official,  
19 commissioner of revenue, officer of the court with  
20 jurisdiction, or any employee of any of those offices is  
21 directly or indirectly concerned or has an interest in the  
22 purchase of any tax lien sold for delinquent taxes, the sale  
23 shall be void, and the sureties on his or her official bond  
24 shall be liable for a penalty not to exceed five hundred  
25 dollars (\$500) and to be fixed by the circuit judge with  
26 jurisdiction in the county. The penalty shall be remitted to  
27 the general fund of the county.

1                   Section 3. This act shall become effective on the  
2   first day of the third month following its passage and  
3   approval by the Governor, or its otherwise becoming law.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0691, **Version:** 1

**Item #:** Q6

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Miranda McKinnon

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### **ITEM TITLE**

Space Allocation in County Facilities - Allocation of Space at the Baldwin County Emergency Operations Center in Robertsedale, Alabama - Resolution #2018-098

### **STAFF RECOMMENDATION**

Take the following action:

Baldwin County Emergency Operations Center - Robertsedale

In the City of Robertsedale, Alabama, and pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2018-098 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Emergency Operations Center.

(Resolution #2018-098 repeals Resolution #2012-084, adopted by the Commission on August 7, 2012.)

### **BACKGROUND INFORMATION**

**Previous Commission action/date:**

August 7, 2012

**Background:** According to Alabama General Law and Baldwin County Local Law, as recited in the attached resolution, the Baldwin County Commission has the sole authority to locate the courts and designate the office space to be utilized by the various county officers and/or offices at all Baldwin County Commission facilities.

The last space allocation change done for the Baldwin County Emergency Operations Center in Robertsedale was approved by Resolution #2012-084, adopted August 7, 2012. The proposed Resolution #2018-098 would repeal Resolution #2012-084.

On June 26, 2018, the Administration Office received an email from Sherrihuey "Hoss" Mack



requesting the use of the 2<sup>nd</sup> Floor EMA training room. All other rooms on the 2<sup>nd</sup> floor of the Baldwin County Emergency Operations Center are currently occupied by the Baldwin County Sheriff's Office. The extra space would allow the Baldwin County Sheriff's Office to compliment the Dispatch Operation with a Cybercrime Monitoring Unit and give the Sheriff's Office full use of the 2<sup>nd</sup> floor of the Emergency Operations Center.

At the July 24, 2018, Work Session, the Baldwin County Commissioners discussed the request and it was pulled from the agenda at that time

### **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 - Update Space Allocations and Resolutions Library on BCAP

Notify Sheriff Mack via email (hmack@baldwincountyal.gov)

Cc: Jessie Peacock via email (jessie.peacock@baldwincountyal.gov)

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

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**RESOLUTION #2018-098  
OF THE  
BALDWIN COUNTY COMMISSION**

**EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO DIRECT, CONTROL AND MAINTAIN THE PROPERTY OF THE COUNTY, SPECIFICALLY PROPERTY KNOWN AS THE BALDWIN COUNTY EMERGENCY OPERATIONS CENTER.**

WHEREAS, §11-3-11 (a) (1) of the Code of Alabama 1975 provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control, and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms there in, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission. In the event the courthouse is inadequate to supply office rooms for such officers, the county commission may lease such office rooms in a convenient location in the county site and pay the rental from the county fund; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body desiring, by this instrument, to provide updated office space assignments at the Baldwin County Emergency Operations Center located at 23100 McAuliffe Drive in Robertsedale, Alabama, as set forth hereinbelow; now therefore

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (I) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, designates the office space assignments at the **Baldwin County Emergency Operations Center** located at 23100 McAuliffe Drive in Robertsedale, Alabama, as follows:

**First Floor**

See Exhibit A hereto

**Second Floor**

See Exhibit B hereto

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as Resolution #2018-098 of the Baldwin County Commission, be entered and spread upon the minutes of this August 21, 2018, regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, that *Resolution #2012-084 of the Baldwin County Commission* is expressly repealed and rescinded.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 21<sup>st</sup> day of August, 2018.

---

Commissioner, Frank Burt, Jr. Chairman

ATTEST

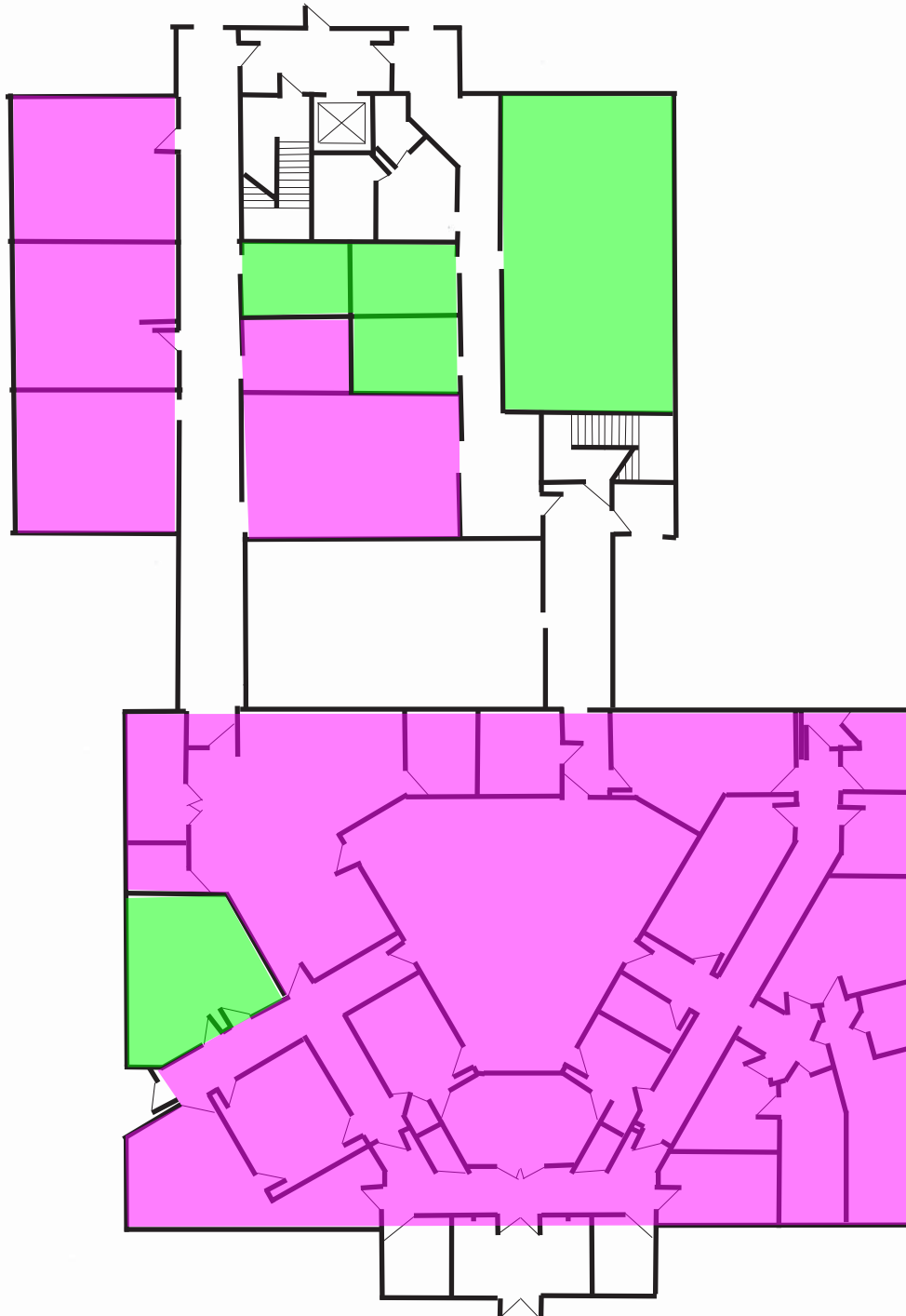
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Ronald J. Cink, County Administrator

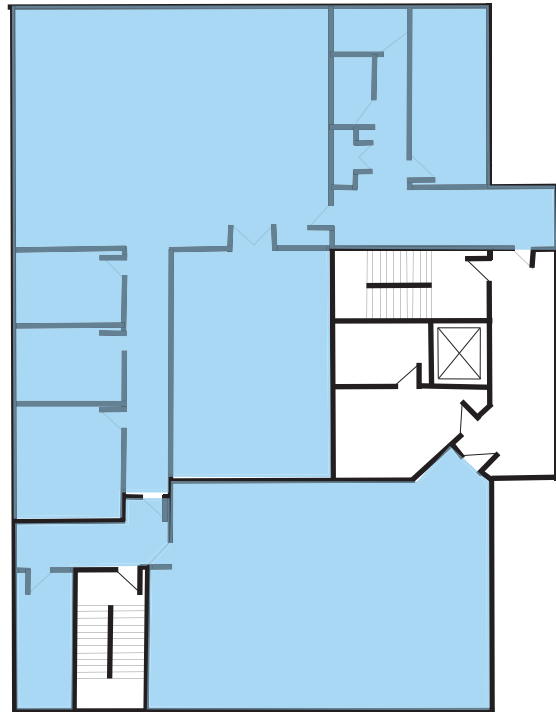
EMA First Floor

Emergency Management Agency

CIS Department



**EMA Second Floor**



**Sheriff's Office**

STATE OF ALABAMA                     )  
COUNTY OF BALDWIN                 )

**RESOLUTION # 2012-084  
OF THE  
BALDWIN COUNTY COMMISSION**

**EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO DIRECT, CONTROL AND MAINTAIN THE PROPERTY OF THE COUNTY, SPECIFICALLY PROPERTY KNOWN AS THE BALDWIN COUNTY EMERGENCY OPERATIONS CENTER.**

WHEREAS, §11-3-11 (a) (1) of the Code of Alabama 1975 provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control, and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms therein, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission. In the event the courthouse is inadequate to supply office rooms for such officers, the county commission may lease such office rooms in a convenient location in the county site and pay the rental from the county fund; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body desiring, by this instrument, to provide updated office space assignments at the Baldwin County Emergency Operations Center located at 23100 McAuliffe Drive in Robertsdales, Alabama, as set forth hereinbelow; now therefore

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County



Commission hereby, and by this instrument, designates the office space assignments at the **Baldwin County Emergency Operations Center** located at 23100 McAuliffe Drive in Robertsedale, Alabama, as follows:

**First Floor**

See Exhibit A hereto

**Second Floor**

See Exhibit B hereto

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2012-084 of the Baldwin County Commission*, be entered and spread upon the minutes of this August 7, 2012, regular meeting (term) of the Baldwin County Commission.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 7<sup>th</sup> day of August, 2012.

  
Commissioner Robert E. James, Chairman

ATTEST

  
David A. Z. Brewer, County Administrator

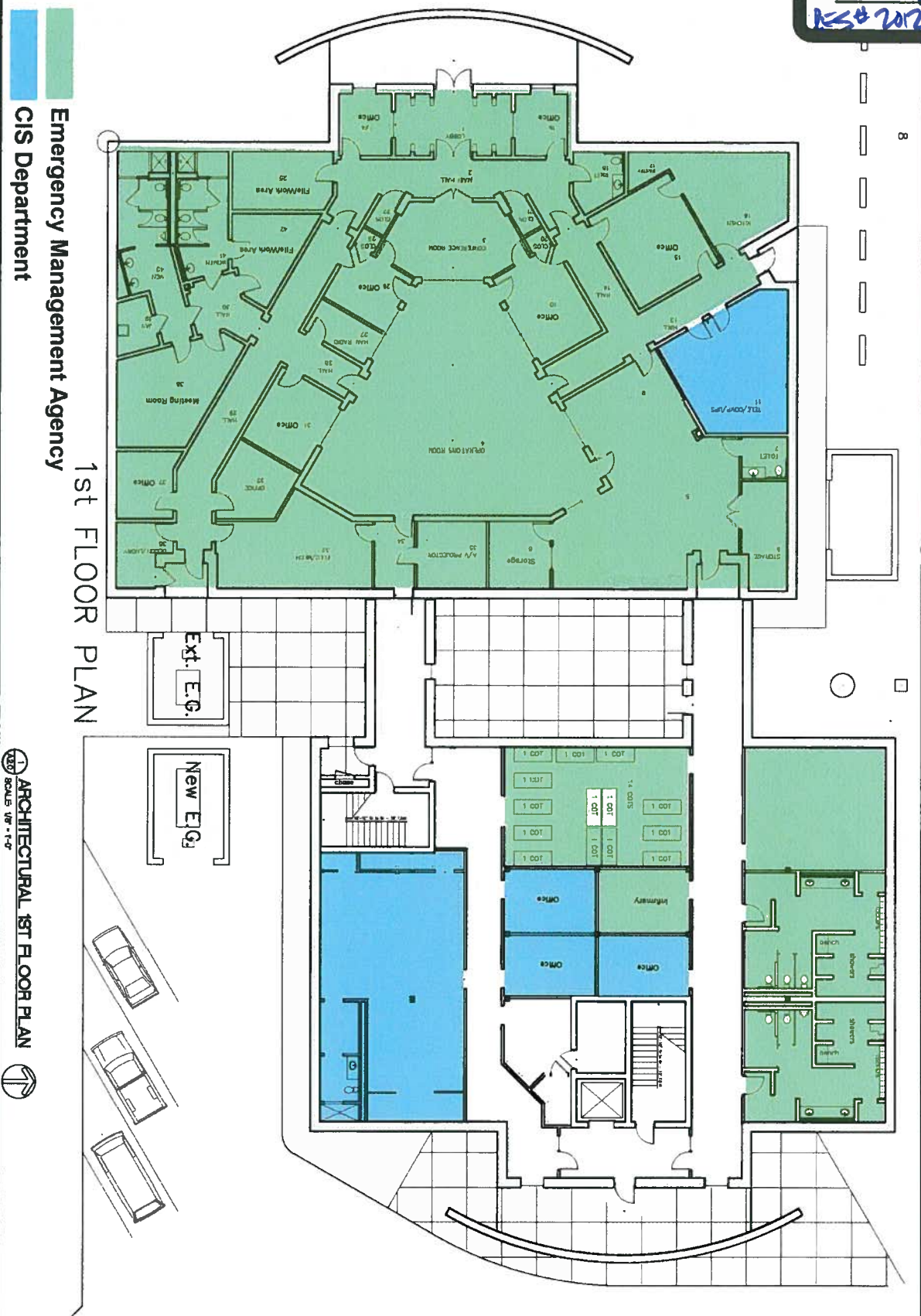


EXHIBIT

A

tabbles

180-202-084



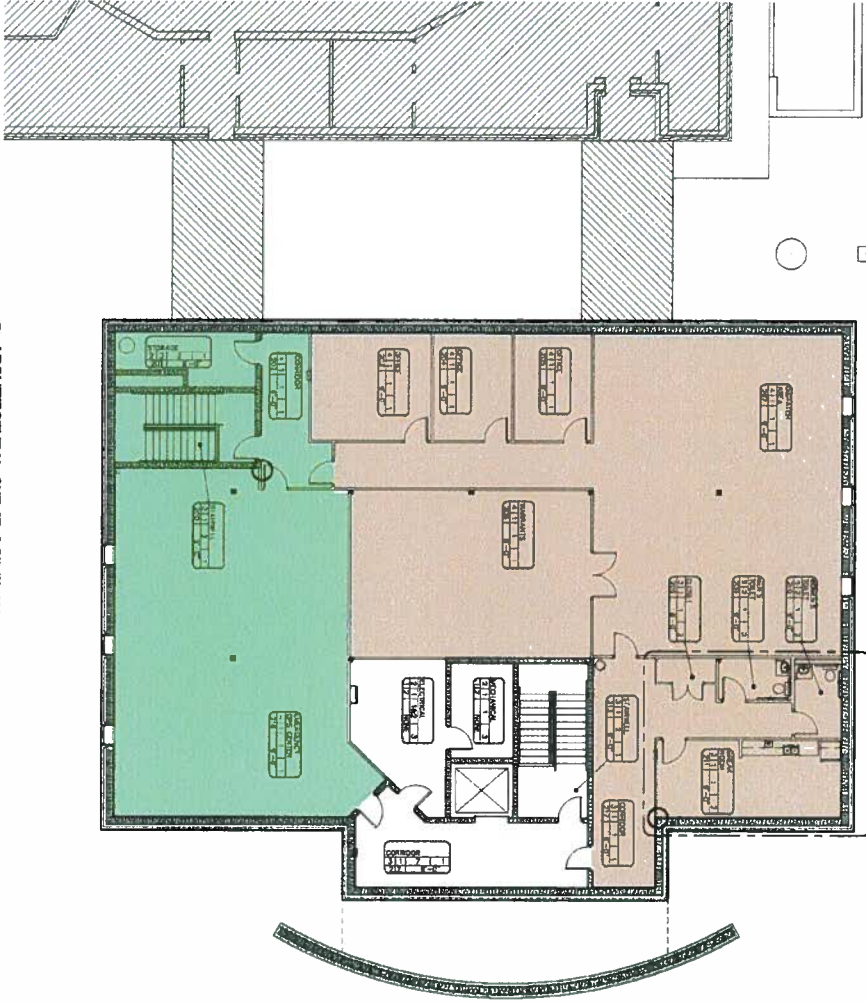
<p>EMERGENCY OPERATIONS CENTER BUILDING ADDITION</p> <p>ROBERTSDALE, AL</p>		<p>DATE: 05 NOV 2006</p> <p>PROJECT NO: 0428</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO</th> <th>DATE</th> <th>APPR</th> <th>REVISIONS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO	DATE	APPR	REVISIONS				
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NO	DATE	APPR	REVISIONS								

EXHIBIT

B

180-02-084

as per



ARCHITECTURAL, 2ND FLOOR PLAN

Emergency Management Agency  
Sheriff's Office

ROOM FINISH			
TARGET			
FLOOR	BASE	WALL	CEILING
ROOM NO.	CEILING HEIGHT		

ROOM FINISH SCHEDULE			
FLOOR	BASE	WALL	CEILING
1	NOI USED	1" RUBBER-CORE	2" X 4" SIPS ACCENTRAL
2	CEP/ROD CONC. SLAB	2" RUBBER-CORE	2" X 4" SIPS ACCENTRAL
3	NOI USED	NOI USED	NOI USED
4	CEP/ROD CONC. SLAB	2" RUBBER-CORE	2" X 4" SIPS ACCENTRAL
5	NOI USED	NOI USED	NOI USED
6	CEP/ROD CONC. SLAB	2" RUBBER-CORE	2" X 4" SIPS ACCENTRAL
7	NOI USED	NOI USED	NOI USED
8	CEP/ROD CONC. SLAB	2" RUBBER-CORE	2" X 4" SIPS ACCENTRAL
9	NOI USED	NOI USED	NOI USED
10	CEP/ROD CONC. SLAB	2" RUBBER-CORE	2" X 4" SIPS ACCENTRAL

A2.1

EMERGENCY OPERATIONS  
CENTER BUILDING ADDITION  
ROBERTSDALE, AL

GAULIN  
Hudson  
Architects  
ARCHITECTS  
LAND PLANNERS  
DESIGNERS

PROJECT NO.  
0428  
DATE  
05 NOV 2006

REVISIONS

2003 GAULIN HUDSON ARCHITECTS, INC.  
DAPHNE, ALABAMA

## Miranda N. McKinnon

---

**To:** Anu Gary  
**Subject:** RE: Proposal.

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

From: Ronald Cink  
Sent: Tuesday, June 26, 2018 8:55 AM  
To: Anu Gary <AGary@baldwincountyal.gov>; Monica Taylor <MTAYLOR@baldwincountyal.gov>; Keri Green <KEGREEN@baldwincountyal.gov>; Miranda N. McKinnon <miranda.mckinnon@baldwincountyal.gov>  
Cc: Hoss H. Mack <HMack@baldwincountyal.gov>  
Subject: FW: Proposal.

Please generate an agenda item for next work session. Thanks.

Ron Cink  
Baldwin County Commission  
County Administrator/Budget Director  
Office 251-580-2550  
Cell 251-802-5700

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

From: Hoss H. Mack  
Sent: Tuesday, June 26, 2018 8:49 AM  
To: Ronald Cink <RCink@baldwincountyal.gov>  
Cc: Chris Elliott <CELLIOTT@baldwincountyal.gov>; Tucker Dorsey <TDORSEY@baldwincountyal.gov>  
Subject: Proposal.

May I ask for your consideration.

Currently on the 2nd floor of EMA is a small training room. This room has intermittent use. The Sheriff's office occupies the remainder of the floor.

I would like to ask for the full time use of this space.

This would enable us to compliment our dispatch operation with a cybercrime monitoring unit for BC.

I thought about trying to purchase the 911 building but that would be very costly.

The EMA building would be a ideal location since it is already BCSO EMA call center and close to CIS.

Thoughts.

Sent from my iPhone



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0771, **Version:** 1

**Item #:** Q7

---

**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Anu Gary, Admin/Records Mgr.

---

### **ITEM TITLE**

Space Allocation in County Facilities - Allocation of Space at the Baldwin County Fairhope Satellite Courthouse and Courthouse Campus in Fairhope, Alabama - Resolution #2018-114

### **STAFF RECOMMENDATION**

Take the following action:

Baldwin County Fairhope Satellite Courthouse and Courthouse Campus - Fairhope

In the City of Fairhope, Alabama, and pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2018-114 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Fairhope Satellite Courthouse and further, to authorize the space allocations and offices applicable to the Baldwin County Fairhope Satellite Courthouse Campus.

(Resolution #2018-114 repeals Resolution #2015-007, adopted by the Baldwin County Commission on October 7, 2014.)

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** October 7, 2014

**Background:** According to Alabama General Law and Baldwin County Local Law, as recited in the attached resolution, the Baldwin County Commission has the sole authority to locate the courts and designate the office space to be utilized by the various county officers and/or offices at all Baldwin County Commission facilities.

The last space allocation change done for the Baldwin County Fairhope Satellite Courthouse in Fairhope was approved by Resolution #2015-007, adopted October 7, 2014. The proposed Resolution #2018-114 would repeal Resolution #2015-007.

This space allocation would allow the Baldwin County Legislative Delegation (Senate) to utilize

additional office space on the second floor of the Fairhope Satellite Courthouse, to be used for Senate District 32. Currently, the second floor of the Courthouse is unoccupied with no office spaces designated.

### **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**

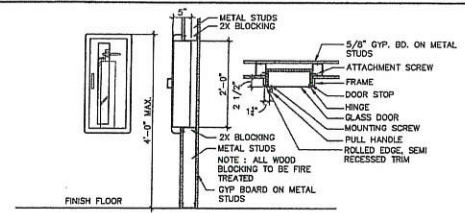
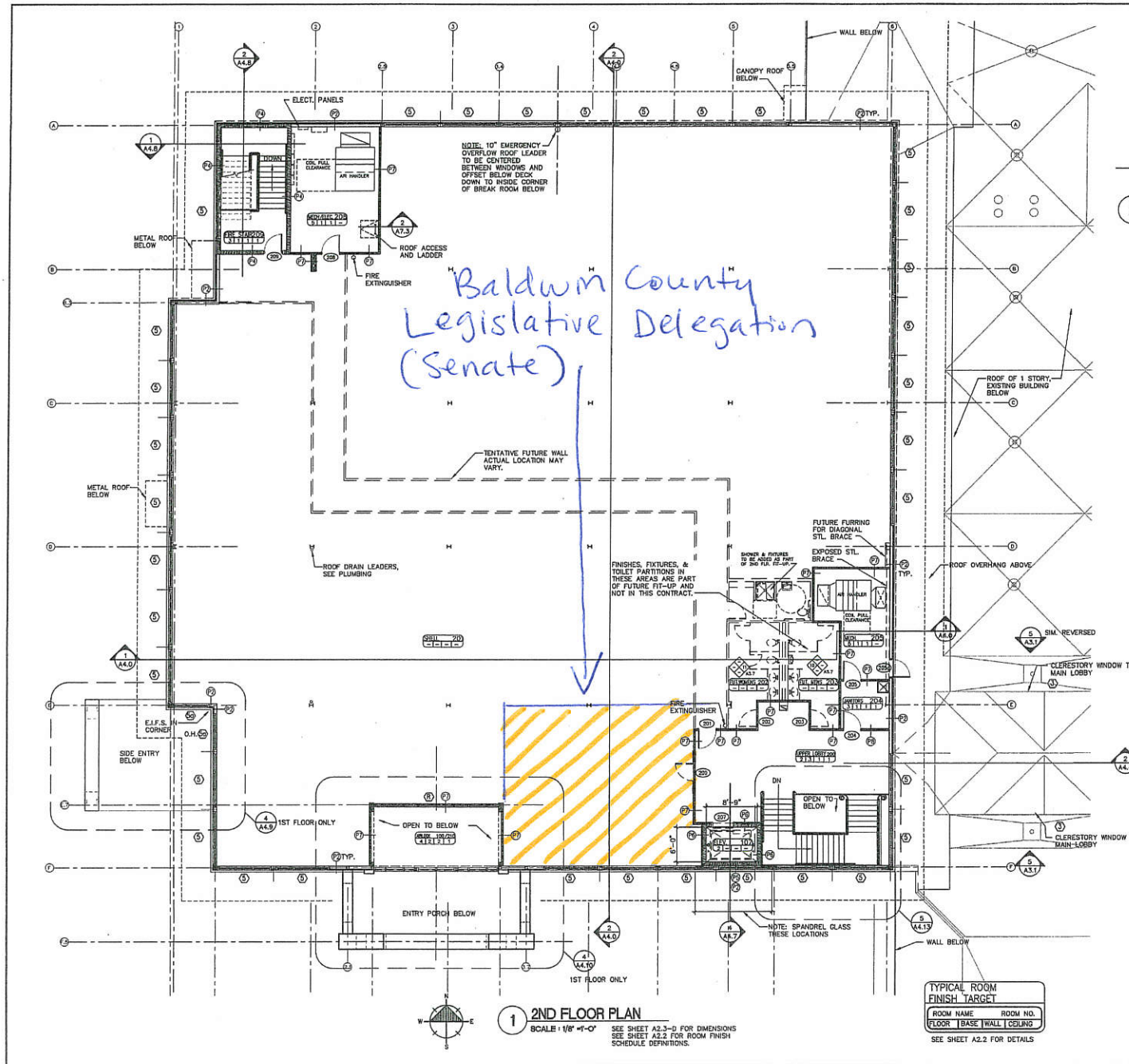
**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration - Update Space Allocations and Resolutions Library on BCAP

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

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





**2 FIRE EXTINGUISHER CABINET**  
SCALE: 3/4\"/>

**PARTITION TYPES**

TYPE	DESCRIPTION
P1	BRICK VENEER W/ AIRSPACE, BUILDING WRAP MOISTURE BARRIER, EXTERIOR GRADE SHEATHING (DECKGLASS GILD OR EQ. OR PLYWOOD - SEE STRUCTURAL DRAWINGS FOR LOCATIONS) & 4\"/>
P2	E.F.S. (1 1/2\"/>
P3	4\"/>
P4	E.F.S. (2\"/>
P5	8\"/>
P6	8\"/>
P7	3 5/8\"/>
P7A	3 5/8\"/>
P8	3 5/8\"/>
P9	3 5/8\"/>
P10	6\"/>
P11	6\"/>
P12	5/8\"/>
P13	SUPPLY AND INSTALL NEW WALL MATERIALS, INCL. CEMENT WANSOOT OR UPPER WALL FILL IN SOME AREAS TO MATCH EXISTING ADJOINING CONSTRUCTION AND FINISHES BOTH SIDES. SUPPLY BATT INSULATION IN EXTERIOR WALL LOCATIONS.
P14	3 5/8\"/>
P15	3 5/8\"/>
P16	NOT USED
P17	3 5/8\"/>

NOTE:  
1. ALL WALLS IN BREAK ROOMS, JANITORS CLOSETS, TOILET ROOMS TO RECEIVE MOISTURE RESISTANT GYP BOARD W/ EPOXY PAINT FINISH.  
2. UNLESS OTHERWISE NOTED, TYPICAL INTERIOR WALL TYPE WILL BE P-8. ALL EXTERIOR WALLS ON 1ST FLOOR SHALL BE P-1, UNLESS OTHERWISE INDICATED.

**Hatch Mott MacDonald**  
Engineers Surveyors  
Architects  
Hatch Mott MacDonald Alabama, Inc.  
2000 Centre Avenue  
Fairhope, Alabama 36533  
Telephone: (251) 825-5514 • Fax: (251) 825-7321

**Additions and Renovations to  
BALDWIN COUNTY  
SATELLITE COURTHOUSE**  
Fairhope, Alabama

**DESIGNED TO EARN THE ENERGY STAR**

The selected energy performance for this design meets LEED v4.1 O+M 2009 Silver. This design has the potential to earn LEED v4.1 O+M 2009 Gold.

**REVISION DESCRIPTION**

DATE	REVISION	DESCRIPTION
MARCH 17, 2010	DM	DR
	DR	DM
	ARCHITECT	ARCHITECT
	D. MICHAEL	D. MICHAEL

**DESIGNED BY:**  
DESIGNED BY: PROFESSIONAL PROJECT ARCHITECT  
DATE: 2/4/2010

**STATE OF ALABAMA  
REGISTERED ARCHITECT**  
DANIEL S. KACAL  
157

SHEET TITLE:

**2nd FLOOR PLAN**

SHEET NUMBER:

**A2.3**



STATE OF ALABAMA )

COUNTY OF BALDWIN )

**RESOLUTION #2018-114**  
**OF THE**  
**BALDWIN COUNTY COMMISSION**

**EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE **AUGUST 21, 2018**, REGULAR MEETING, THE LOCATION OF THE COURTS IN THE ROOMS OF THE BALDWIN COUNTY (FAIRHOPE) SATELLITE COURTHOUSE LOCATED IN THE CITY OF FAIRHOPE, ALABAMA, AND TO DESIGNATE THE ROOMS TO BE OCCUPIED BY THE DIFFERENT OFFICES LOCATED THEREIN; FURTHER, TO AUTHORIZE SPACE ALLOCATIONS AND OFFICES APPLICABLE TO THE BALDWIN COUNTY (FAIRHOPE) SATELLITE COURTHOUSE CAMPUS.**

WHEREAS, §11-3-11 (a) (1) of the Code of Alabama 1975 provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms therein, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body desiring, by this instrument, to update the designation of the location of the courts in the rooms of the Baldwin County (Fairhope) Satellite Courthouse; further, to update the designation of the rooms to be occupied by the offices located therein pursuant to the floor plan rendering of said Baldwin County (Fairhope) Satellite Courthouse and; further, to update the designation of the rooms to be occupied by the offices located in the Baldwin County (Fairhope) Satellite Courthouse Campus [i.e. adjoining the Baldwin County (Fairhope) Satellite Courthouse proper]; now therefore

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission in §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, deems it best and most expedient to locate the courts in the rooms of the **Baldwin County (Fairhope) Satellite Courthouse and Campus** as located 1100 Fairhope Avenue in Fairhope, Alabama, and designate the rooms to be occupied by the offices located therein as follows:

**Courthouse First Floor**

See Exhibit A hereto

**Courthouse Second Floor**

See Exhibit B hereto

**Fairhope Beige Brick Building**

See Exhibit C hereto

**Springer House**

See Exhibit D hereto

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2018-114 of the Baldwin County Commission*, be entered and spread upon the minutes of this [August 21, 2018](#), regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, that *Resolution #2015-007 (adopted at the October 7, 2014, regular meeting)* is expressly repealed.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the [21<sup>st</sup> day of August, 2018](#).

---

Commissioner Frank Burt, Jr., Chairman

ATTEST:

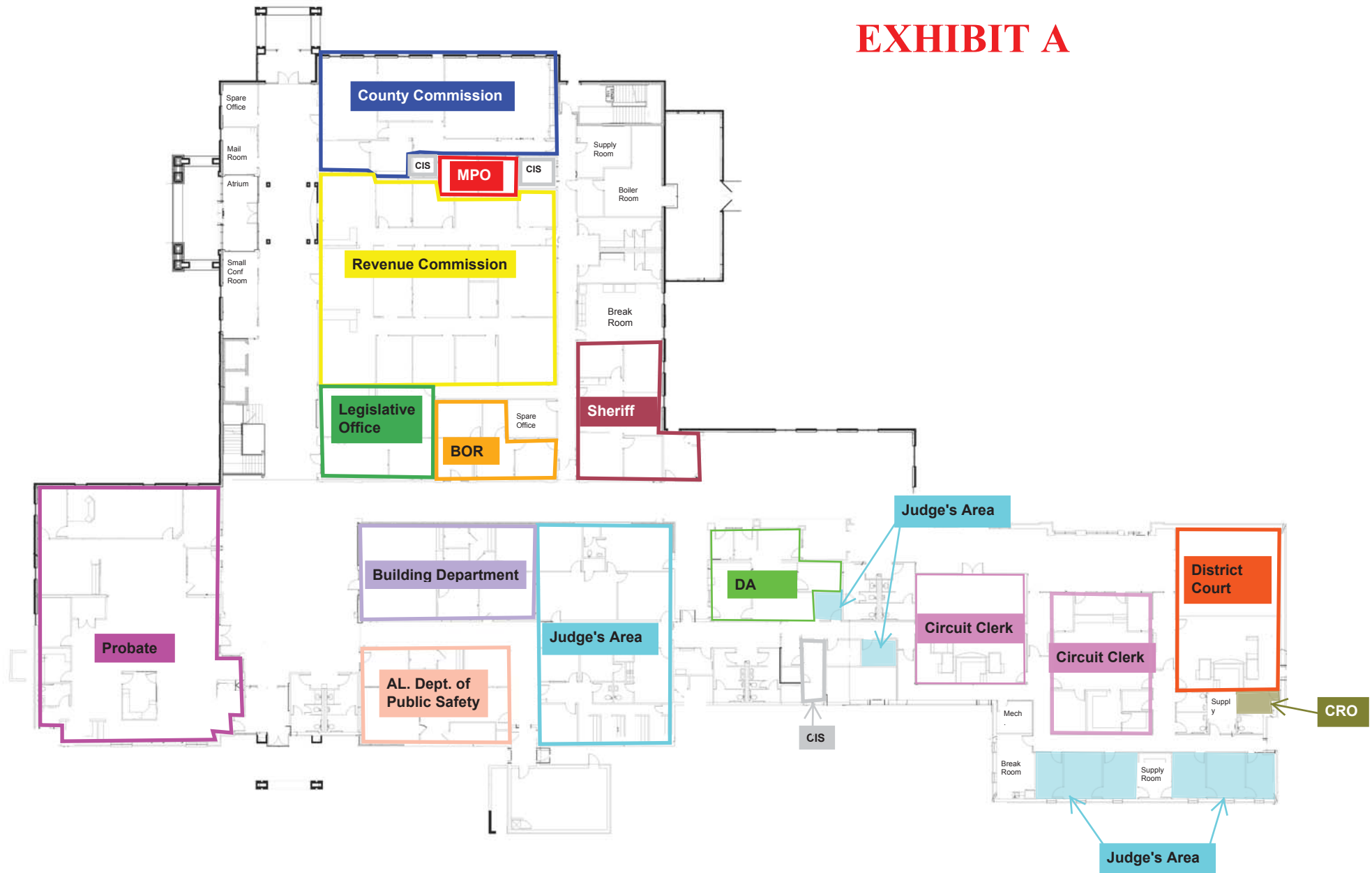
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Ronald J. Cink, County Administrator

# Fairhope Satellite Courthouse

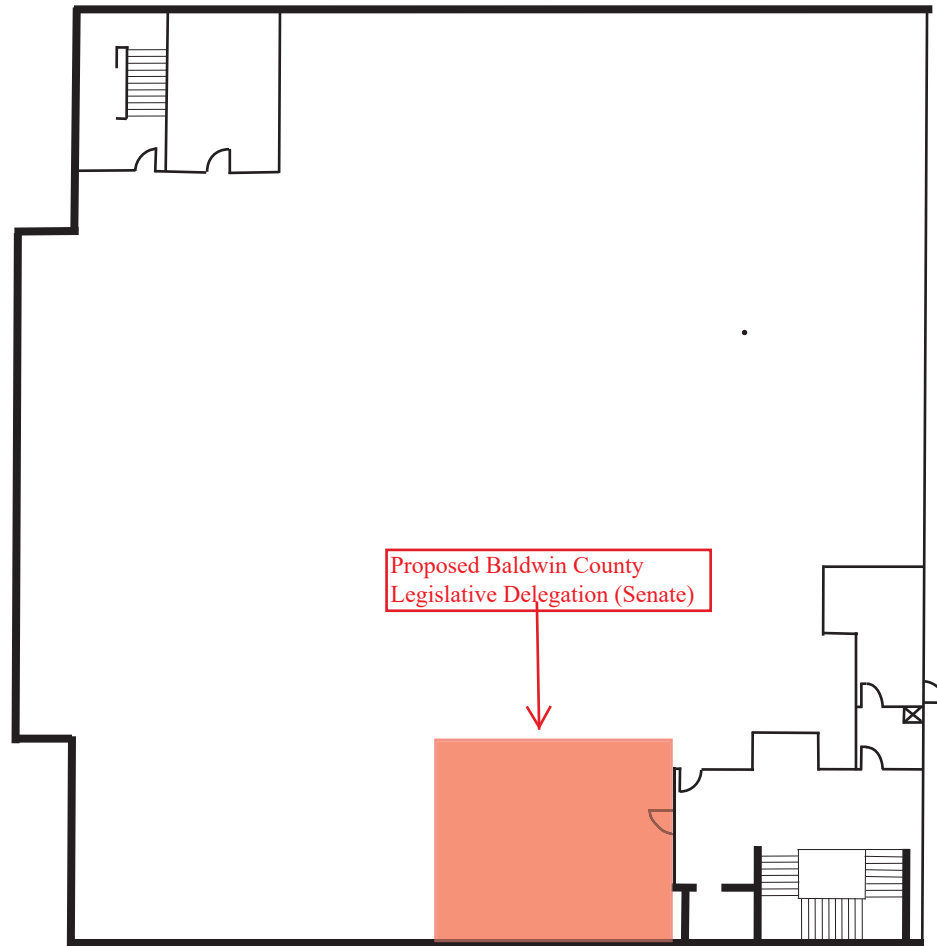
## 1st Floor

### EXHIBIT A

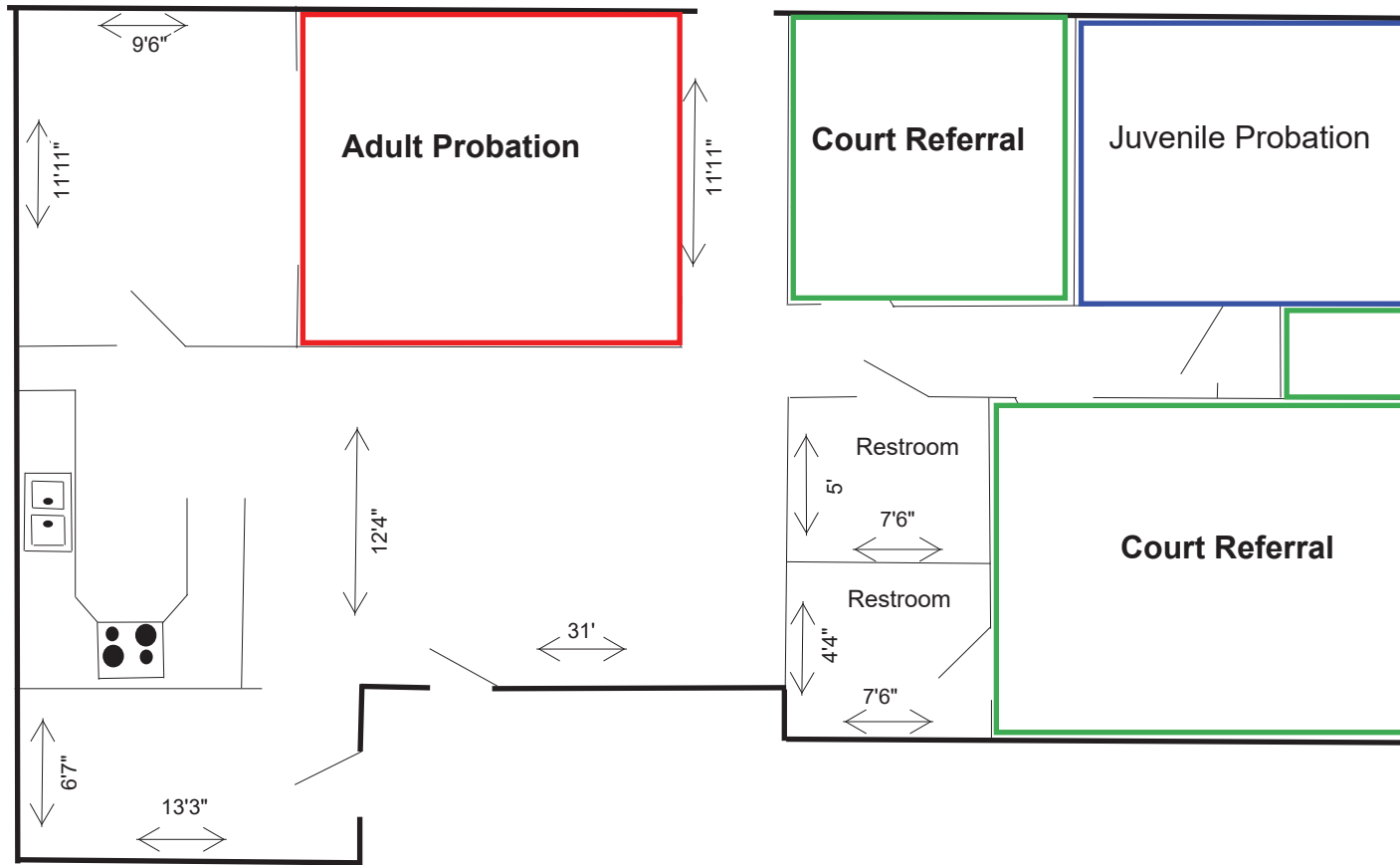


# Fairhope Satellite Courthouse 2nd Floor

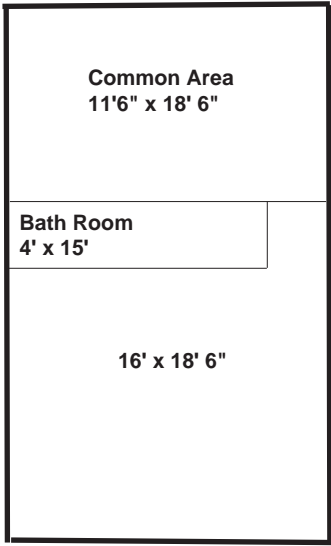
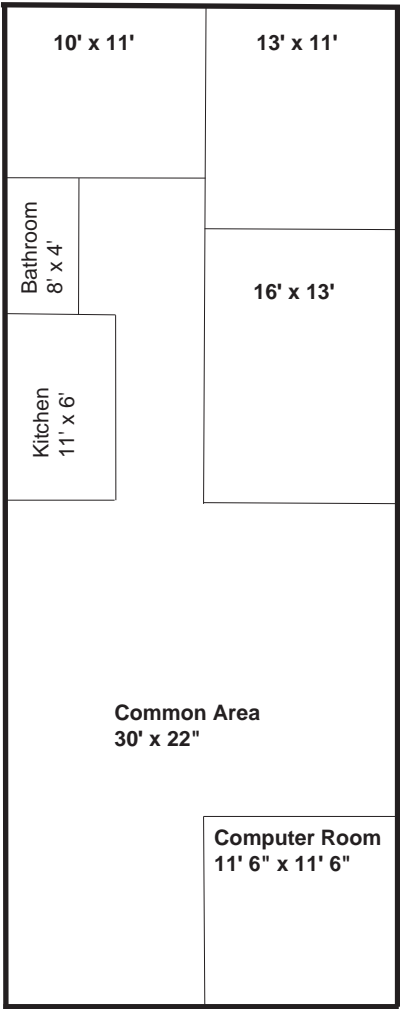
## EXHIBIT B



# Fairhope Tan Brick Building



**Springer House**  
**20609 Bishop Road**  
**Fairhope**



STATE OF ALABAMA )

COUNTY OF BALDWIN )

**RESOLUTION # 2015-007  
OF THE  
BALDWIN COUNTY COMMISSION**

**EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE OCTOBER 7, 2014, REGULAR MEETING, THE LOCATION OF THE COURTS IN THE ROOMS OF THE BALDWIN COUNTY (FAIRHOPE) SATELLITE COURTHOUSE LOCATED IN THE CITY OF FAIRHOPE, ALABAMA, AND TO DESIGNATE THE ROOMS TO BE OCCUPIED BY THE DIFFERENT OFFICES LOCATED THEREIN; FURTHER, TO AUTHORIZE SPACE ALLOCATIONS AND OFFICES APPLICABLE TO THE BALDWIN COUNTY (FAIRHOPE) SATELLITE COURTHOUSE CAMPUS.**

WHEREAS, §11-3-11 (a) (1) of the Code of Alabama 1975 provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms therein, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body desiring, by this instrument, to update the designation of the location of the courts in the rooms of the Baldwin County (Fairhope) Satellite Courthouse; further, to update the designation of the rooms to be occupied by the offices located therein pursuant to the floor plan rendering of said Baldwin County (Fairhope) Satellite Courthouse and; further, to update the designation of the rooms to be occupied by the offices located in the Baldwin County (Fairhope) Satellite Courthouse Campus [i.e. adjoining the Baldwin County (Fairhope) Satellite Courthouse proper]; now therefore

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin



County Commission in §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, deems it best and most expedient to locate the courts in the rooms of the **Baldwin County (Fairhope) Satellite Courthouse and Campus** as located 1100 Fairhope Avenue in Fairhope, Alabama, and designate the rooms to be occupied by the offices located therein as follows:

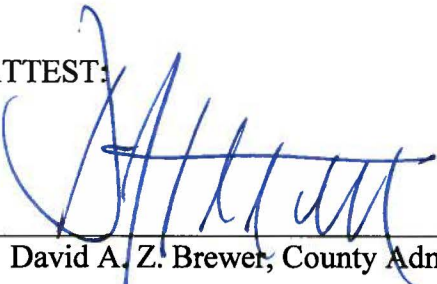
See **Exhibit A** hereto

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2015-007 of the Baldwin County Commission*, be entered and spread upon the minutes of this October 7, 2014, regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, that *Resolution #2012-028* (adopted at the February 7, 2012, regular meeting) is expressly repealed.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 7<sup>th</sup> day of October, 2014.

ATTEST:

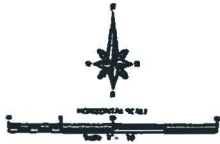
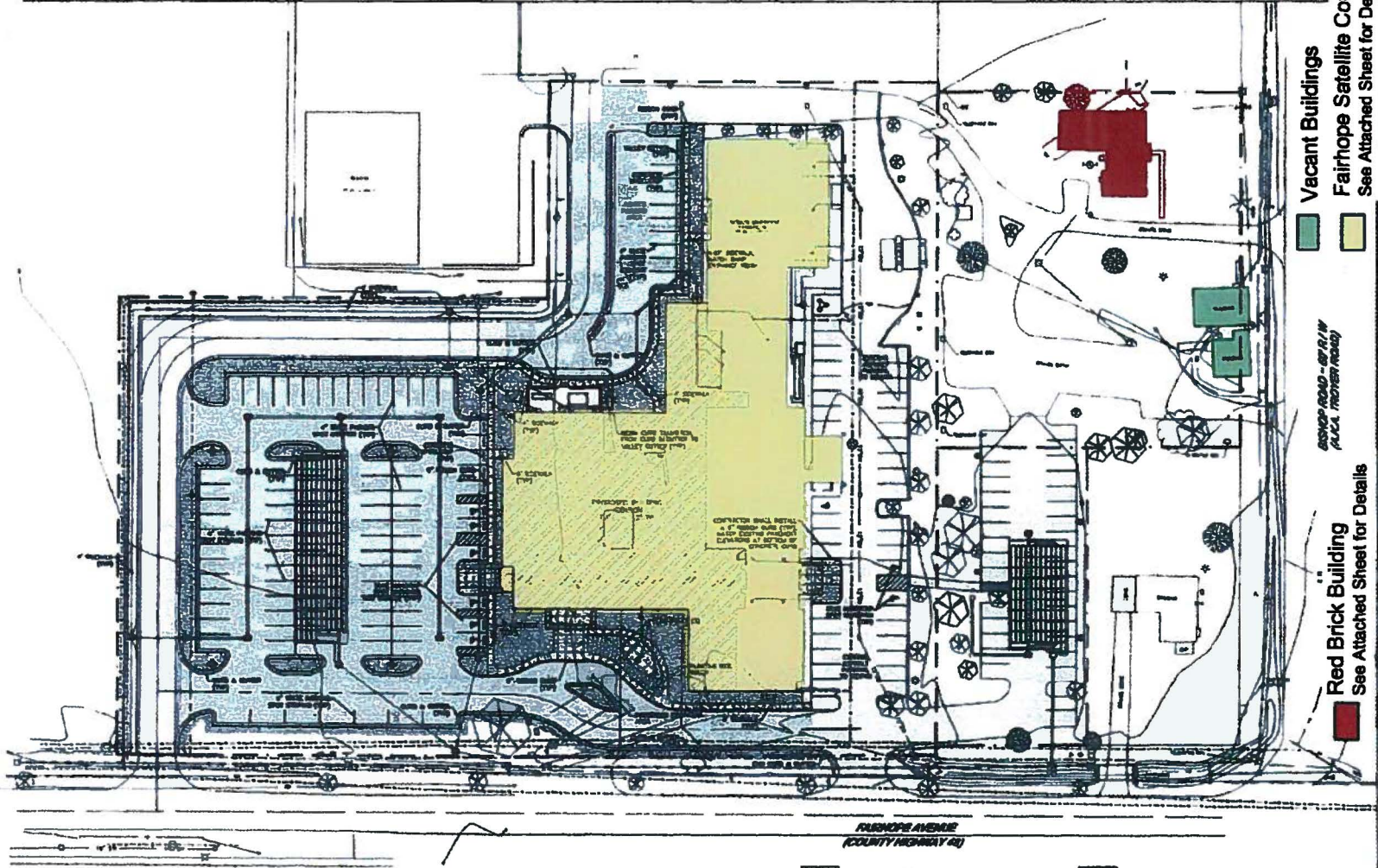


David A. Z. Brewer, County Administrator



Commissioner Charles F. Gruber, Chairman





- |  |                            |  |                             |
|--|----------------------------|--|-----------------------------|
|  | EXISTING BUILDING          |  | EXISTING ASPHALT, TO REMAIN |
|  | PROPOSED BUILDING ADDITION |  | PROPOSED ASPHALT            |
|  | AREA TO BE SOODED          |  | EXISTING CONCRETE SIDEWALK  |
|  | AREA TO BE MULCHED         |  | PROPOSED CONCRETE SIDEWALK  |

Vacant Buildings

Fairhope Satellite Courthouse  
See Attached Sheet for Details

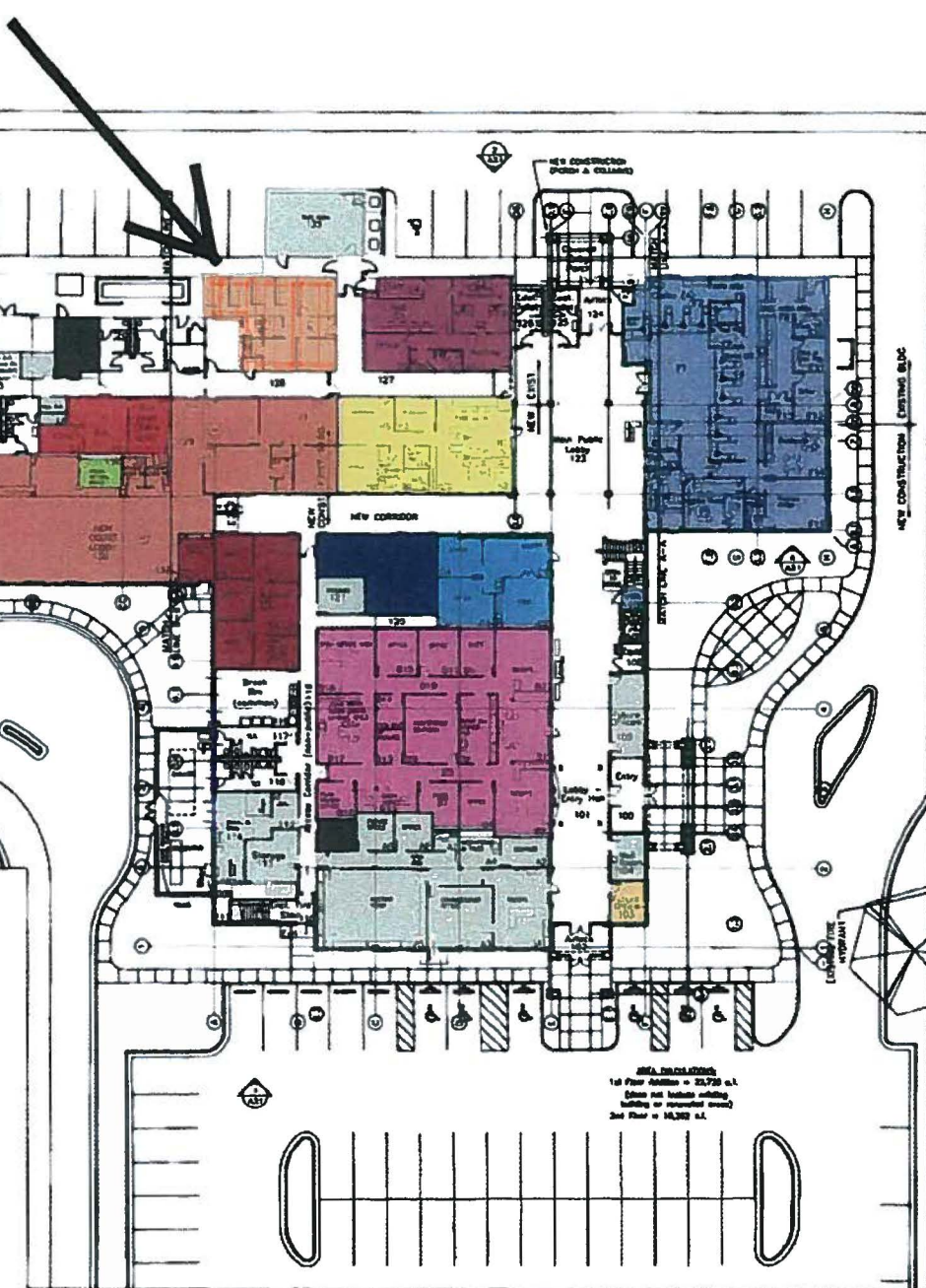
Red Brick Building  
See Attached Sheet for Details

ASHPOP ROAD - SR 114  
LOCAL TRUCKER ROAD

<p>CONSTRUCTION DRAWINGS THIS DRAWING IS FOR CONSTRUCTION</p>		<p>DATE: 11/11/15 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]</p>		<p>PROJECT: ADDITIONS AND REPAIRS TO BALDWIN COUNTY SATELLITE COURTHOUSE Fairhope, Alabama</p>	<p>DESIGNED BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]</p>
<p>DATE: 11/11/15 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]</p>		<p>DATE: 11/11/15 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]</p>		<p>DATE: 11/11/15 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]</p>	



ROOM FINISH SCHEDULE			
FLOOR	BASE	WALL	CEILING
1. COURT & ELEV.	1. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
2. COURT & ELEV.	2. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
3. COURT & ELEV.	3. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
4. COURT & ELEV.	4. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
5. COURT & ELEV.	5. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
6. COURT & ELEV.	6. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
7. COURT & ELEV.	7. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
8. COURT & ELEV.	8. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
9. COURT & ELEV.	9. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
10. COURT & ELEV.	10. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
11. COURT & ELEV.	11. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
12. COURT & ELEV.	12. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
13. COURT & ELEV.	13. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
14. COURT & ELEV.	14. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
15. COURT & ELEV.	15. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
16. COURT & ELEV.	16. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
17. COURT & ELEV.	17. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
18. COURT & ELEV.	18. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
19. COURT & ELEV.	19. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD
20. COURT & ELEV.	20. POLISHED CONCRETE	2. 1/2" GYP BOARD	2. 1/2" GYP BOARD



1 OVERALL 1ST FLOOR PLAN  
SCALE - 1/8" = 1'-0"

- Board of Registrars
- Probate Judge's Office
- Revenue Commissioner's Office
- Sheriff's Office
- 28th Judicial Circuit (Judge and Circuit Clerk)
- 28th Judicial Circuit (District Attorney)
- Court Referral Office
- Alabama Dept Of Public Safety (Driver's License Division)
- Commission Office
- BRATS Department
- Building Inspection Department
- CIS Department

STATE OF ALABAMA  
DESIGNED TO EARN THE ENERGY STAR

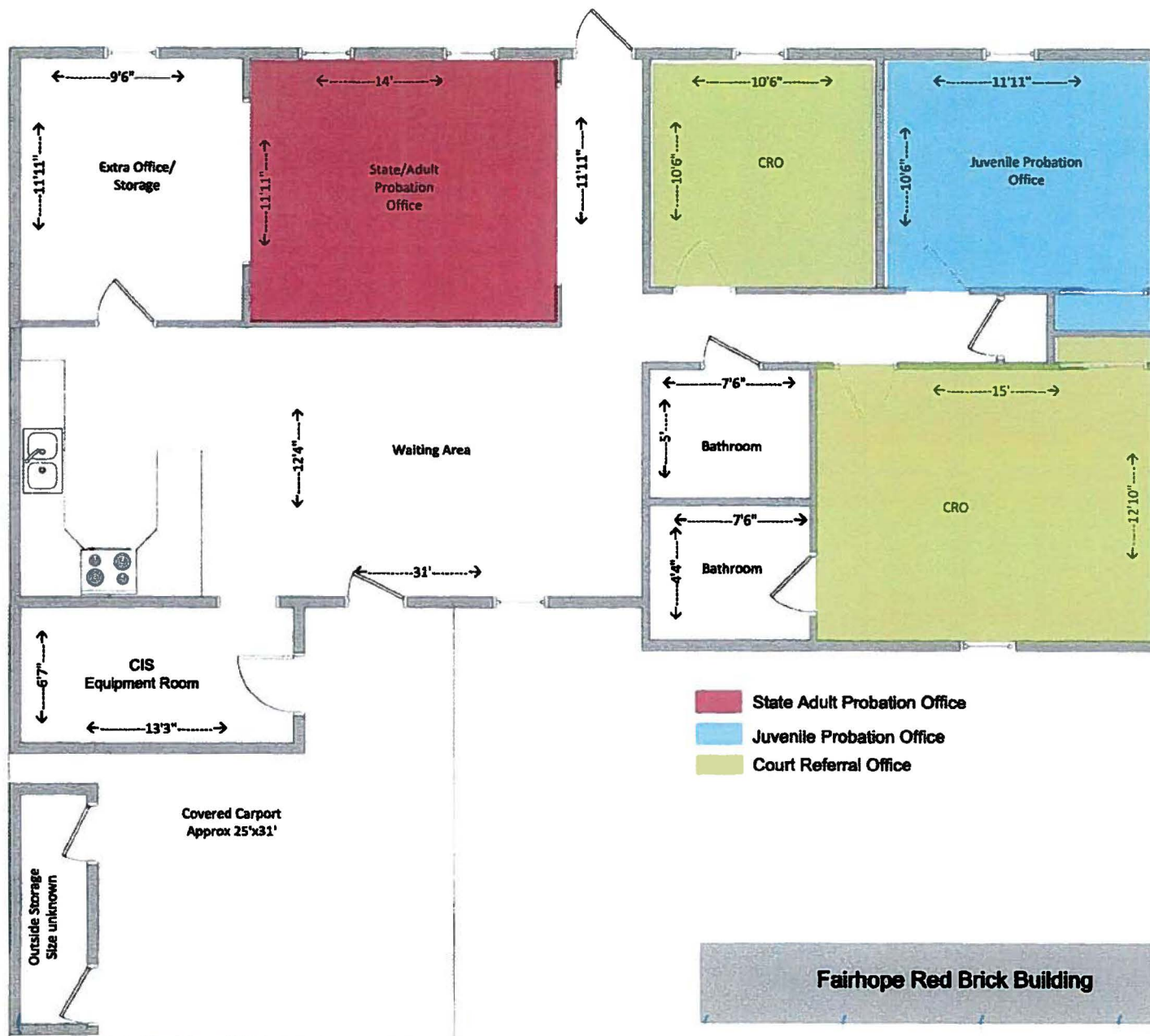
HAUCH MOTT  
MACDONALD  
ARCHITECTS

Address: 1000 1st Avenue, Suite 1000  
Mobile, AL 36602  
Phone: (904) 681-1111

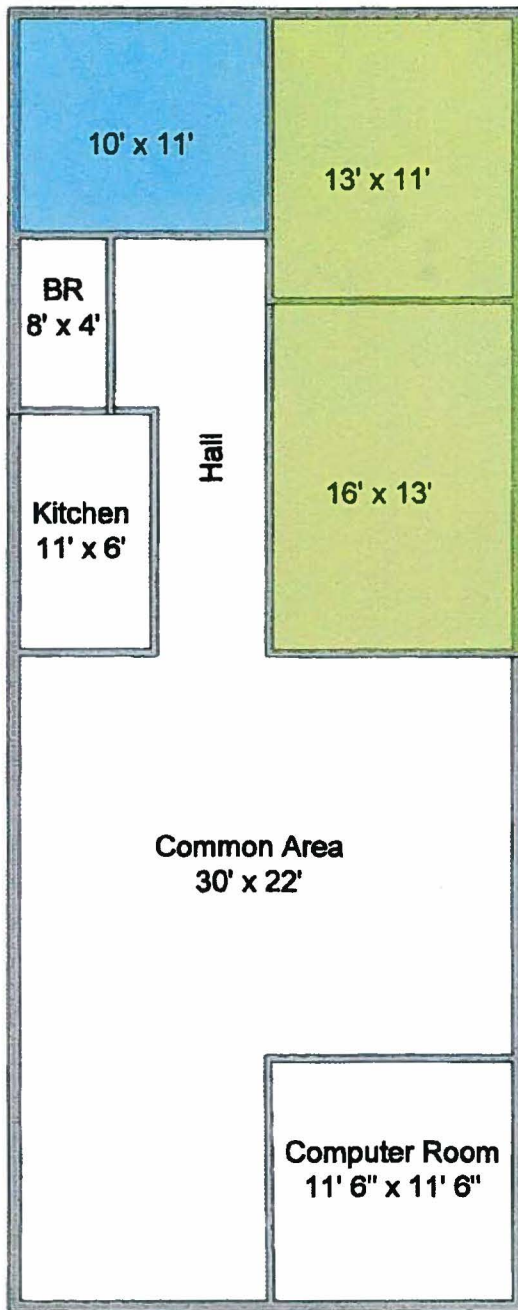
ADDITIONS AND RENOVATIONS TO  
BALDWIN COUNTY  
SATELLITE COURTHOUSE  
Fairhope, Alabama

OVERALL 1st FLOOR PLAN /  
ARCHITECTURAL  
SITE PLAN

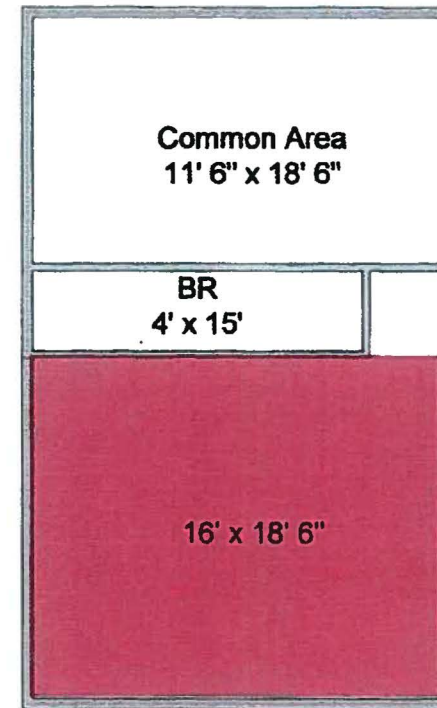
A20







**Downstairs**



**Upstairs**

- Vacant
- Vacant
- Vacant

**Springer House**  
**20609 Bishop Road**  
**Fairhope, Alabama**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0777, **Version:** 1

**Item #:** Q8

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**Meeting Type:** BCC Work Session

**Meeting Date:** 8/14/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Gina Jones, Animal Shelter Coordinator

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

---

### **ITEM TITLE**

Purchase of One (1) New Vehicle for the Baldwin County Animal Shelter

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the purchase of one (1) new Ford 150 Cargo Van off the State of Alabama Bid in the amount of \$25,000.00 for the Baldwin County Animal Shelter to be funded from Animal Shelter budget (55410.5500); and
- 2) Authorize the sale of the 2007 Ford 150 Cargo Van, VIN #1FTNE14W47DA31072 assigned to Animal Shelter on GovDeals with monies from sale to be credited to General Fund.

### **BACKGROUND INFORMATION**

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

**Background:** The Animal Shelter Department is requesting to purchase a new Cargo Van that will be used to transport animals to Adoption days and for Vet visits. The new Van will be purchased off the State of Alabama Contract in the amount of \$25,000.00. The vehicle that is currently being used by the Animal Shelter is a 2007 Ford 150 Cargo Van with approximately 126,118 miles that has numerous mechanical problems. Due to the mechanical problems and high mileage staff is recommending that the 2007 Van be sold on GovDeals. The purchase of the new Van will be funded from the Animal Shelter budget (55410.5500).

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$25,000.00

**Budget line item(s) to be used:** 55410.5500

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/21/18

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

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

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