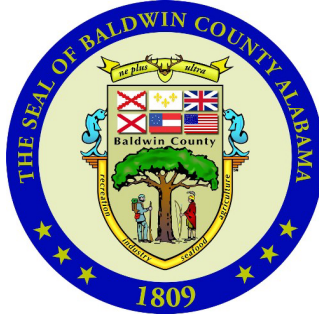


Baldwin County Commission



Baldwin County Commission Work Session Meeting Agenda

Tuesday, August 28, 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

- A1** Inmate Food Allowance and Baldwin County Sheriff's Office Food Bill Fund [18-0836](#)

B BUDGET/PURCHASING

- B1** Competitive Bid #WG18-28A - Provision of Bag Ice for the Baldwin County Commission [18-0778](#)
- B2** Competitive Bid #WG18-37 - Provision of Closed Top Recycling Roll Off Containers for the Baldwin County Commission [18-0779](#)
- B3** Competitive Bid #WG18-38 - Provision of Alternate Daily Cover Material for the Baldwin County Commission [18-0783](#)
- B4** Competitive Bid #WG18-39 - Annual Rental of Portable Toilets for the Baldwin County Commission [18-0792](#)
- B5** Competitive Bid #WG18-40 - Provision of Bituminous Materials for the Baldwin County Commission [18-0849](#)
- B6** Competitive Bid #WG18-41 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission [18-0850](#)
- B7** Renovations of the Court Reporter's Office for Courtroom #1 Area in the Baldwin County Courthouse [18-0791](#)
- B8** Appropriation Agreement Aligned to the Baldwin County Fiscal Year 2017-2018 County Budget [18-0841](#)

C HIGHWAY

- C1** Drainage Easement at Naval Outlying Field (NOLF) Barin [18-0809](#)
- C2** Revision of Baldwin County Commission Policy #9.11 - License Agreement Between Baldwin County and Citizens/Corporations for Work on County Right-of-Ways [18-0859](#)

D FINANCE AND ACCOUNTING

E ENVIRONMENTAL MANAGEMENT (SOLID WASTE)

F BUILDING INSPECTION

G PLANNING AND ZONING

G1 Case No. Z-18038 - Godbold Property Rezoning [18-0843](#)

H BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)

H1 2018-2019 Agreement for Transportation Services between Baldwin County Commission and AltaPointe Health Systems, Inc. [18-0854](#)

H2 2018-2019 Agreement for Transportation Services between Baldwin County Commission and Baldwin County Commission Council on Aging [18-0856](#)

H3 2018-2019 Agreement for Transportation Services between Baldwin County Commission and Coastal Alabama Community College [18-0855](#)

H4 2018-2019 Contract for Courier Services between Baldwin County Commission and Coastal Alabama Community College [18-0853](#)

I COMMUNICATIONS/INFORMATION SYSTEMS (CIS)

J ARCHIVES AND HISTORY

K BUILDING MAINTENANCE

L COUNCIL ON AGING

M EMERGENCY MANAGEMENT AGENCY (EMA)

N JUVENILE DETENTION

O PERSONNEL

P ANIMAL CONTROL

Q ADMINISTRATION

Q1 Revision of Baldwin County Commission Policy #2.6 - Alcohol License Applications [18-0789](#)

Q2 Revision of Baldwin County Commission Policy #2.13 - Public Records Access and Rates Schedule [18-0861](#)

Q3 Ono Island Water, Sewer and Fire Protection Authority - Board Appointment [18-0848](#)

Q4 Mutual Cooperative Promotional Agreement with AT&T Alabama for the [18-0845](#)
South Alabama Mega Site

Q5 Absentee Election Duties Related to the 2018 Statewide General [18-0862](#)
Election

R ADDENDA

R1 Baldwin County Eastern Shore Health Care Authority Board - Board [18-0847](#)
Appointments

S PUBLIC COMMENT

T PRESS QUESTIONS

U COMMISSIONER COMMENTS

V ADJOURNMENT



Baldwin County Commission

Agenda Action Form

File #: 18-0836, **Version:** 1

Item #: A1

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Jeannie M. Peerson, Administrative Support Specialist III

ITEM TITLE

Inmate Food Allowance and Baldwin County Sheriff's Office Food Bill Fund

STAFF RECOMMENDATION

Discuss the memorandum from Sheriff Huey Hoss Mack, Baldwin County Sheriff, received on August 14, 2018, regarding the laws which relate to the feeding of inmates in county jails in Alabama.

Sheriff Mack is asking the Baldwin County Commission to consider the different options the County has related to feeding the inmates in the Baldwin County Corrections Center.

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

OFFICE OF SHERIFF

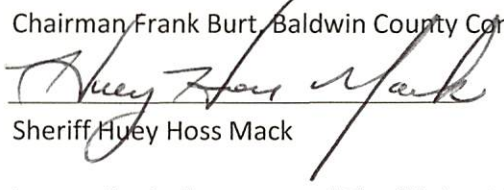
BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK



310 Hand Avenue
Bay Minette, Alabama 36507
(251) 937-0210
Fax (251) 580-1687

August 14, 2018

Memorandum

TO: Chairman Frank Burt, Baldwin County Commission
FROM: 
Sheriff Huey Hoss Mack
RE: Inmate food allowance and Sheriffs food bill fund

Over the past several months there has been much conversation by the Governor of the State of Alabama, as well as, other executive and legislative branch elected officials, regarding the laws which relate to the feeding of inmates in county jails in Alabama.

I personally have been involved in several meetings and consultations regarding this matter. As you are aware, there are several statewide statutes that govern the overall feeding of inmates and the funds which relate to the feeding. I feel it necessary to brief the County Commission on the latest involved in these discussions and offer some suggestions for corrective action.

First, the situation in Baldwin County.

Baldwin County Sheriff's Corrections Center receives from the State of Alabama, under Alabama Title 14-6-40 and 14-6-42, \$1.75 per diem for each inmate to purchase food and feed those inmates. As you are aware, the Baldwin County Sheriff's Office currently has a contract with Aramark Industries to provide for the menus, food, food preparation, and food delivery to the inmates within the Baldwin County Sheriff's Correction Center. Currently, our cost for this is approximately \$3.09 per day for inmates.

The Baldwin County Sheriff's Office also has a contract with the United States Department of Justice, United States Marshals Service, and United States Immigrations Custom Enforcement Office; for the purpose of housing and feeding federal inmates. The daily per diem received for these inmates is \$40 per day. Through this contract, Baldwin Sheriff's Office has been able to use monies to supplant the overall feeding of the inmates which enables us to make up the deficiency we have in funding by the State of Alabama, to feed inmates.

The first point in question recently is; under current Alabama state law, the Sheriff is charged with the personal responsibility for the feeding of inmates within the County jail. It has been ruled in several different actions at the end of a fiscal year, should there be any monies left in the "food bill account", the Sheriff could withdraw from those funds claiming it as personal income, pay the appropriate federal

and state taxes, and retain that money. This, as you imagine, is one of the first areas of controversy which has shadowed the feeding of inmates in a negative light in the State of Alabama.

Also, up for a great deal of discussion, has been Alabama Title 14-6-43, which provides for the preparation and services, in supervising the feeding of inmates. This particular statute is commonly referred to as the "nickel account", due to the fact it provides \$.05 per inmate, per day, to be paid to the Sheriff for these services. On July 10, 2018, there were two memos issued. One by the Governor's Office of General Counsel to the Governor of the State of Alabama, and one by Governor Kay Ivey to the State Comptroller, Kathlyn Baxter, regarding this matter. At controversy in this case, are three Attorney General opinions which were issued.

In 2000, Attorney General Bill Pryor issued an opinion stating the key and retain language regarding the funds, are related to the Sheriff's Office and not the Sheriff personally.

Then in 2008, Attorney General Troy King issued a contrary opinion which maintained to keep and retain language as it relates specifically to the person of Sheriff and not to the Sheriff's Office, as related in the 2000 opinion. Based upon that action the Alabama State Comptroller, in 2008, required all sheriffs to keep and receive the monies derived from the nickel account and such funds would be listed under their personal Social Security number and the sheriff will be forced to pay taxes upon the money from that day forward.

In 2011, Attorney General Luther Strange issued another opinion related to the opinion issued by Attorney General Bill Pryor in 2000, to agree the money should be retained by the Sheriff's Office and not the individual Sheriff. He also stated any surpluses should be carried over for the feeding of inmates.

As you are aware, an Attorney General's opinion in the State of Alabama is considered law until otherwise ruled by a court or amended by legislation.

Currently, the Baldwin County Sheriff's Office, as stated before, contracts the services of feeding the inmates to Aramark Industries. I, as Sheriff, have never collected any of the "\$1.75 funds" as personal income. As stated in the numbers above, you can easily see there would be a deficiency if we did not have the federal contract.

Based upon Governor Ivey's memo of July 10, 2018, the "nickel account" money is now going to the Baldwin County Sheriff's Office Food Bill Account and not me personally.

I have been and will always be a strong advocate on two issues. One, all monies intended for the feeding of inmates should be used for the feeding of inmates. And two, the Sheriff should receive no personal compensation or the ability to receive any compensation directly related to the feeding of inmates.

While in Baldwin County we, in principle, follow these two precepts, it is not law. I am in favor of corrective action.

Currently, as I understand it there are three options which can be utilized to correct the situation. Option one, the Governor of the State of Alabama, has the authority to direct the Alabama Department of Corrections to provide food to each individual County jail for the purposes of feeding inmates. Currently, the DOC receives food for the state prisons and purchases this food in bulk. Since all inmates in the County jail are considered state inmates, as governed by prior opinions, this could directly fall

under the Department of Corrections to provide this food. In that case scenario the \$1.75, the Sheriff's and the County currently receive, would just be diverted back to the Department of Corrections.

Option two, under Alabama law the Commission of each County can exercise their authority to take over the feeding and supervision of the feeding of inmates within the County jail. This can be done by a resolution, by the County Commission, in which they would then take over the purchasing, food planning, and food preparation of the inmates.

Option three, the current statutes Alabama, title 14-6-40; Alabama title 14-6-42; Alabama title 14-6-43, can be amended through statewide, and perhaps, local legislation.

I have consulted with Representative Steve McMillan and members of the Baldwin County Legislative Delegation to consider option three.

Option one, will be presented to the Governor of the State of Alabama by the Alabama Sheriffs Association for consideration.

That leaves us with option two. I am formally asking the Baldwin County Commission to consider and render a decision as to if they wish to exercise this option, which is to take over the feeding of inmates in the Baldwin County Sheriff's Correction Center. This would include the purchasing of food, as well as, the dietary plans and food preparation on a daily basis.

I'll be glad to meet with you in a work session regarding further explanation and discussion on this matter.

Thank you for your consideration.

Cc: Commissioner Charles Gruber
Commissioner Tucker Dorsey
Commissioner Chris Elliott
Administrator Ron Cink
Mr. Connie Dudgeon, Director of BCSO Budget and Finance
COL Charlie Jones, Chief Deputy



Baldwin County Commission

Agenda Action Form

File #: 18-0778, **Version:** 1

Item #: B1

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-28A - Provision of Bag Ice for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the Purchasing Director to re-bid for the Provision of Bag Ice; and
- 2) Authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date:

06/05/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Bag Ice and Bottled Water; 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: 1) Awarded the bid section for Bottled Water to the lowest bidder, Atlantic Beverage Co., Inc., as per the attached Award Listing; and 2) Approved the Purchasing Director to re-bid for the Provision of Bag Ice 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.

Background: Bids were set to opened in the Purchasing Conference Room on August 9, 2018, at 1:30 P.M. No bids were received. Recommend the Commission authorize the Purchasing Director to re-bid the Bag Ice as per the attached bid specifications.

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: 09/04/2018

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

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

Additional instructions/notes: N/A

BID #WG18-28A SPECIFICATIONS

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working product shall be furnished.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. **Exceptions are to be attached to the back of the Response Form.**

AWARD

Award will be by item, to the lowest responsible bidder meeting all the specifications of the ITB.

The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award.

DELIVERY

Deliveries to Baldwin County Emergency Management Agency (BCEMA) are to be made as follows: 50% of order delivered within 48 hours, with 100% of order delivered within 72 hours of scheduling delivery. Initial deliveries will be to the address below with forward shipment to points of distribution as directed by BCEMA during the Emergency Disaster period. Vendors are responsible for assuring that BCEMA acknowledges all deliveries, and that all deliveries have required documentation.

Baldwin County Emergency Management Agency,
23100 McAuliffe Drive,
Robertsdale, AL, 36567

All other orders must be delivered to the "Ship To" address shown on the P. O. within five (5) days of vendor's receipt of order.

The Vendor must maintain an inventory sufficient to make shipment on all orders within the timeframe stated in this ITB solicitation.

FREIGHT

Bid is F. O. B. Destination. Any Freight charges must be included in the bid prices.

SPECIFICATIONS

Item - ICE

8 LB. Bags, Ice must be palletized designed for pick-up from all four sides, shrink-wrapped, and fully covered on top and all four sides with a minimum double layer of shrink wrap. Ice order will be in multiple truckloads of approximately 40,000 LBS. per truck load on refrigerated trailers. Ice must meet all Federal/States standards for Human consumption.

BID #WG18-28A RESPONSE FORM

Provision of Bag Ice

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or XX
Yes No

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

Financing Agency Authorized Signature

Item – Ice 10 lb. bag

Amount Bid: \$ _____ per LB = \$ _____ per 10 lb. bag

Manufacturer or Brand: _____

Transportation per hour rate: \$ _____

All Exceptions should be attached to this Bid Response Page.



Baldwin County Commission

Agenda Action Form

File #: 18-0779, **Version:** 1

Item #: B2

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-37 - Provision of Closed Top Recycling Roll Off Containers for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of closed top recycling roll off containers; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

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: 09/04/2018

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

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

Mail Bid

Additional instructions/notes: N/A

BID #WG18-37 SPECIFICATIONS

These specifications describe closed top recycling container of the roll-off type with the following minimum specifications necessary to perform the work assigned. The containers shall be capable of transporting recyclable materials including but not limited to mixed paper products, cardboard, aluminum cans, steel cans, plastic jugs, plastic bottles, and various other recyclable materials to a landfill, transfer station, or recycling center. The manufacturer shall have produced this type of equipment for a period of at least five (5) years.

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete working unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this Invitation to Bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-1992.

The apparent silence of this specification and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All interpretation of the specification shall be made upon the basis of this statement.

This bid is for a **one (1) calendar year**. Calendar year will begin the day of bid award.

Warranty

Bidder shall provide a copy of the manufacturer's normal warranty for the product.

Parts Manual

Bidder shall furnish a complete parts, maintenance, and operator's manual with each container sold.

Roll-Off Containers Specifications

Capacity: 30 cubic yards minimum

Rectangular Container Body with 3" Rise Roof

Overall dimensions – approximately 22 ft long x 8ft wide x 68" side height inside / 80" side height outside to top rail (83" overall height with roof)

Straight Sides (**Tapered or Sloped sides will NOT be accepted**)

3 x 5 vertical channels / ribs on 38" centers

Straight front with doghouse around cable hook

Roof Construction: 12-gauge steel minimum

Three (3) compartments separated by two (2) hinged and pinned dividers

Eight (8) 30" x 30" sliding plastic doors (4 on each side). Load height of sliding plastic doors to be approximately 48" from ground to sliding plastic door openings

Floor Construction: 10-gauge steel minimum

Main Rails - 2" x 6" tubing 3/16" wall, with 1-1/2" solid bull nose

Cross members: 3" channel 4.1 lb/ft on 16" center minimum with two (2) gussets per cross member

Ground Wheel- (4) 8 x 6 ground wheels with grease fittings
Cable Hook - 1.5" hook integrated and welded into substructure cross members
Nose Rollers- 4" diameter x 6" long with recessed grease fittings
Side and divider construction: 12-gauge steel minimum
Rear Door: 12-gauge "Floor Ride" Gate w/ "debris guard" plate with 3 heavy duty hinges with grease fittings on each hinge.
Lever latch and lockable discharge door
Primed and painted on interior and exterior
Exterior Paint Color: Forest Green
Asphalt- Coal Tar Blend protective coating on exterior understructure
Continuous welds interior providing water tight construction
Must be compatible with "Galbreath" roll-off system
Two (2) dividers for a total of 3 compartments (see attached drawing)
Rear Compartment: approximately 134" long

- Rear compartment will have two (2) sliding plastic doors each side sliding opposite directions
- Opening size of rear compartment doors: approximately 60" wide x 30" tall

Middle compartment: approximately 80" long

- Middle compartment will have one (1) 30" x 30" sliding plastic door on each side

Front compartment: approximately 50" long

- Front compartment will have one (1) 30" x 30" sliding plastic door on each side

SEE ATTACHED DRAWING

BID #WG18-37 RESPONSE FORM

Closed Top Recycling Roll-Off Containers

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or X
Yes No

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

Financing Agency Authorized Signature

Make/Model: _____

Amount Bid: \$ _____ **each**

Lots of 10: \$ _____

Lots of 20: \$ _____

Brochures showing the equipment offered shall be attached to this Response Form.

Number of drop away partitions: two (2)

<div>50 inches</div>	<div>80inches</div>	<div>134 inches</div>

264 inches

Rear Door



Baldwin County Commission

Agenda Action Form

File #: 18-0783, **Version:** 1

Item #: B3

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-38 - Provision of Alternate Daily Cover Material for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of alternate daily cover material; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

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: 09/04/2018

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

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

Mail Bid

Additional instructions/notes: N/A

BID #WG18-38 SPECIFICATIONS

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working product shall be furnished.

Bidders shall be prepared to give a complete demonstration of the merits of the products offered. The products so demonstrated shall be complete as offered by the bidder for the bid. In the event that the Solid Waste Department Head or his assigned personnel does not obtain the desired effects from the demonstrated products, then the next bidder will be requested to demonstrate their products for bid award consideration.

Bidder shall give a unit price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to delivery, etc.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form. Prices bid shall be firm for a one (1) year period; the period shall begin the day of bid award.

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

DELIVERY

Delivery shall be as soon as possible, but not more than fifteen (15) business days after receipt of order.

A Purchase Order will be issued for the materials and quantities listed. Delivery shall be made to the location listed on the Purchase Order.

GENERAL SPECIFICATIONS

- Material must be a single bag mixture
- Material must be brown, green or gray in color
- Each material listed must be accompanied by MSDS
- Material when mixed should be able to be dispersed over compacted solid waste by the use of a Hydroseeder
- Material when mixed must meet all requirements as set by the Alabama Department of Environmental Management for use as alternative cover
- Material must not contain any nutrients for vectors
- The product must be capable of withstanding moderate rainfall without deterioration
- Material must have the capability of being applied to a minimum of 1/4"
- The materials must pass the Flammability Potential Screening Analysis of Waste (A.S.T.M. D4982-95) Include an Independent Laboratory Test (Flammability) A.S.T.M. D4982-95 showing negative Results on flammability
- Each bag must weigh 50 pounds or less

BID #WG18-38 RESPONSE FORM

Alternative Daily Cover Material

Page 1 of 1

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name:

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

Alternative Daily Cover Material

Product: _____

Amount Bid: \$ _____/50 lb bag

Delivery Time: _____

Any brochures or specification material that shows the materials that is being offered should be attached to this Response Form.



Baldwin County Commission

Agenda Action Form

File #: 18-0792, **Version:** 1

Item #: B4

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-39 - Annual Rental of Portable Toilets for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the annual rental of portable toilets; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

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: 9/04/18

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 Bid

Additional instructions/notes: N/A

BID #WG18-39 SPECIFICATIONS

GENERAL

It is the intent and purpose of this bid to enter into a contract to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specifications. County will issue individual purchase orders for each department and location participating in this contract. Vendor must provide separate itemized billing for each unit services.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2019 and 2020), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2018 contract with its intend to extend the contract. The prices for 2018 shall also apply to the extension period(s).

The County does not anticipate utilization of a long, formal written contract document to bind the County and the successful bidder. **The County will issue purchase orders to the successful bidder as service is required.** The successful bidder acknowledges by acceptance of the County purchase orders for awarded service that the bidder is bound to the terms, conditions and requirements as stated in this document.

Successful bidder shall not assign this contract to any other party without prior written approval of the Baldwin County Commission. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract shall become effective the date noted on the Notification of Award letter, which will be mailed to the successful vendor.

The County should be invoiced every 30 days for the rental of the portable toilets. The County's standard payment terms are net 30 days from acceptance. The County will not consider any bids requiring C. O. D. payments.

Any questions concerning these specifications should be addressed to the Purchasing Manager, at 251-580-2520, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

County reserves the right to modify service on an as needed basis: Units may be deleted or added; pickup frequency increased or decreased. County makes no guarantee as to the exact number of units, pickups, or locations to be covered under this contract. Rate bid is to include all rental rate, service, dumping fees, state mandated fees for disposal of waste, initial delivery and removal of the unit and any and all other items of cost not mentioned, but are considered customary for such service. The County will not pay any additional charges during the term of this contract.

Delivery does not constitute acceptance. All toilets delivered to the County as a result of an award of this contract are subject to inspection and testing. Items that do not meet specifications will be rejected and returned to the vendor at vendor's expense. Failure to reject upon receipt, however, does not relieve the vendor of this liability. If tests subsequent to delivery reveal a failure to meet specifications, the vendor shall be deemed to have breached his contract.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a non-responsive vendor.

The County reserves the right to cancel the contract, in whole or part, and seek new bids at any time the County determines that the service being supplied is not satisfactory and unacceptable.

All bidders shall be required to demonstrate to the satisfaction of the County that they have adequate financial resources, experienced personnel, equipment and expertise to perform the services required. No contract will be awarded to any bidder who, as determined by the County, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, personnel and equipment to conduct and complete the collection, hauling and disposal services in strict accordance with the specifications.

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Manager as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the work to be done under the contract. Bidders shall thoroughly examine and be familiar with the specifications.

The bidders shall obtain all information concerning the conditions which may affect their work.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the Baldwin County Commission to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to this proposal or to the contract. The County shall make all such documents available to the bidders.

BIDS FOR ALL OR PART

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

BIDDERS QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information

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

LAWS AND REGULATIONS

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability, with limits not less than \$1,000,000.00, combined single limit, for bodily injury and property damage liability for each occurrence, plus \$1,000,000.00 personal and advertising injury. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000, combined single limit, for bodily injury and

property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be names as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

Such policies shall name the Baldwin County Commission as an additional insured and shall contain an endorsement providing that the County will be given written notice not less than thirty (30) days prior to cancellation or change of coverage provided by said policies. Certificate of insurance must be presented to the County within 10 days of notice of award and prior to commencement of any work. Insurance shall be through companies authorized to do business in the State of Alabama.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, Contractor 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 Contractor. 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 agreement.

SERVICE REQUIREMENTS

Successful bidder shall meet with a representative from the County to discuss their current needs and determine the most efficient way to fill their needs: number of units needed; frequency of pickup service; best location for placement of portable toilet(s); best time to empty toilets, etc. Vendor shall provide written document containing names, telephone numbers, fax numbers, and email address to contact when (not if) problems arise. The document should clearly indicate who to contact based on the given situation. Company must guarantee a call back within two hours, during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, if no one is available at the time the call is placed.

Units are to be placed at any location listed on purchase orders in Baldwin County issued by the County Commission. **Unit(s) shall be delivered within 72 hours after receipt of purchase order number.**

Units are to be cleaned and serviced to the satisfaction of the County on a regular daily or weekly basis that is selected for each site. The County may request additional cleaning and servicing, if necessary.

Specifications

Polyethylene Cabanas, or equal.

Minimum Size

7'2" high - 46" wide, 49" depth – weight – 300 lbs.-
Gallon capacity – 60.

Handicap units must meet ADA standards and will be placed as required by the Baldwin County Commission.

Self-closing door with privacy latch on inside. Units must be in near to new condition and must meet State Health Department requirements. County will reserve the right to refuse any units it deems unacceptable in appearance or condition. The vendor will be responsible to obtain any and all permits or licenses.

The County currently has a need for approximately 30 units which will be located at various locations across Baldwin County as listed below:

Location

Cliff's Landing, 7500 Cliff's Landing Rd., Bay Minette, AL
Marlow Park/Ferry Dock Honey Road, Summerdale, AL
Highway Barn, 22220 West Blvd., Silverhill, AL
Perdido Bay Park, 12100 County Rd. 99, Lillian, AL
Latham Park, Carter Rd., Tensaw, AL
Mullet Point Park, County Rd. 1, Point Clear, AL
Bicentennial Park, 51233 St. Hwy 225, Bay Minette, AL
Live Oak Landing, 8700 Live Oak Rd., Bay Minette, AL
Viewpoint Park Boat Ramp, End of County Rd. 1
Boat Ramp, Lost River Road, Seminole, AL
Mary Ann Nelson Park, Mary Ann Beach & County Rd. 1, Fairhope, AL
Bohemian Park, County Rd. 48, Fairhope, AL
Highway Barn, 20764 County Rd. 24, Foley, AL
Vaughn Community Center, County Rd. 21, Stockton, AL
Fort Mims Park, Tensaw, AL
Josephine Park, 28693 Josephine Drive, Josephine, AL
Lillian Boat Launch, Lillian, AL
Magnolia Landfill, 15140 County Rd. 49, Summerdale, AL
McBride Landfill, 14200 County Rd. 64, Loxley, AL
Transfer Station, 42901 Nicholsville Rd., Bay Minette, AL
Old Brady Road Dirt Pit, 21381 Old Brady Rd., Robertsedale, AL
Highway Barn, 203 Dickman Road, Bay Minette, AL

And any new locations as required by the Baldwin County Commission

BID WG18-39 RESPONSE FORM

Rental of Portable Toilets

Page 1 of 1

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep: _____
(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Description	
Price Per Unit/Week (Including Servicing and Cleaning)	\$
Handicap/Price Per Unit/Week (Including Servicing and Cleaning)	\$
Price Per Unit for Additional Cleaning/Per Week (If Required)	\$



Baldwin County Commission

Agenda Action Form

File #: 18-0849, **Version:** 1

Item #: B5

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-40 - Provision of Bituminous Materials for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications for the provision of bituminous materials and authorize the Purchasing Director to place a competitive bid; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Bituminous Materials.

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: 09/04/2018

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

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

Mail Bids

Additional instructions/notes: N/A

BID #WG18-40 SPECIFICATIONS

QC/QA procedures for use on all Baldwin County Projects

Definitions

County Engineer: The Engineer appointed by the Baldwin County Commission.
Supplier: The Company that is supplying the bituminous concrete for the project.
Contractor: The crew that is responsible for laying and compacting mix on the roadway.

1) QUALITY CONTROL.

- a) Supplier shall have on site a Level II Asphalt Technician anytime they are producing mix for Baldwin County.
- b) QC/QA TESTING
 - i) Sampling shall be performed in accordance with the sampling plan as stated in this specification. Samples will be randomly selected and obtained by the Supplier or BCHD and its affiliates. QC/QA samples shall be obtained at the project site but BCHD reserves the right to sample outside the sampling plan. A large enough sample shall be obtained so that it can be split between the Supplier, BCHD or its affiliates. Samples shall be tested for Air Voids, Liquid Asphalt Binder Content, Gradation, VMA, Effective AC Content, Dust/Asphalt Ratio, Stability, Flow, and Tensile Strength Ratio (TSR) as per table 3.

TABLE 3

Test Required	Test Method (Random Number)	Sampling Frequency ** (100% Pay)	Tolerances
Asphalt Content +++++	AASHTO T308 ALDOT 354	Supplier per 500 tons BCHD per Lot	+/- .34
Maximum Specific Gravity	AASHTO T209	Supplier per 500 tons BCHD per Lot	N/A
Mixture Gradation****	AASHTO T 308	Supplier per 500 tons BCHD per Lot	+/- 7.0 % for the #4 and above +/- 4.0 %, #8 to #100 +/- 2.00 % for the #200
Dust/Asphalt Ratio***	ALDOT 371	Supplier per 500 tons BCHD per Lot	0.90 to 1.80
Air Void Content & VMA++	ALDOT 353, 307	Supplier per 500 tons BCHD per Lot	+/- 1.06%, 16.0 to 18.5
Marshall Stability and Flow ++		Supplier per 500 tons BCHD per Lot	1600, 8-18
Tensile Strength Ratio	ALDOT 361	Supplier & BCHD Minimum First 1000 tons and Every 10,000 ton thereafter	.80

Each individual Maximum Theoretical Specific Gravity (MTSG) shall be used to calculate Air Voids.

** BCHD reserves the right to change sampling frequency; or sample outside the sample plan if it deems necessary. At least one sample shall be obtained from every project with tonnage less than 500.

*** If the Dust/Asphalt is out on two consecutive tests, production shall cease until proper plant adjustments are made.

**** If the test results are out of specification tolerance on two consecutive tests for the same size sieve, production shall cease until proper plant adjustments are made.

**** Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to but not exceed 97% on the 3/8" sieve.

++ The sample shall be one set of three Marshall samples+++.

++++ Under AASHTO T 308, if an ignition furnace is used, mixture calibration shall be used.

2) ADJUSTMENT PERIOD (Test Strip).

- a) During start-up operations, an adjustment period (test strip) as described below shall be required when producing a new job mix formula. The purpose of the adjustment period will be to permit the Supplier to adjust his production process and for Supplier QC personnel and BCHD QA personnel to calibrate and coordinate their testing procedures. The Supplier has the option of running a test strip or waiving the test strip, if the proposed job mix formula has been produced satisfactorily on previous BCHD projects. The waiver of a test strip shall be in writing to the County Engineer prior to any production and placement of the previously produced job mix design. The Supplier assumes the risk of milling and relaying unacceptable mix with no additional compensation if the test strip is not utilized.
- b) A test strip of not more than 300 tons shall be produced. Production shall stop until the Supplier has completed one liquid asphalt binder content, one air void content, and gradation. The test results for AC and Air Voids shall meet the requirements in Table 5, 100% pay in the 1 Test column.
- c) For LOT Pay Factor purposes a LOT shall be defined as a single BCHD project, multiple BCHD projects (Completed in one day) or one day's production not to exceed a 1000 tons. For testing purposes, a lot shall be defined as 1000 tons (+- 200 tons). QC/QA testing shall run independent to the Pay Factor LOT when tonnages on one or more BCHD projects do not exceed 1000 tons. An ongoing tonnage total shall be maintained at each individual plant supplying mix to BCHD and sampling shall be performed every 500 tons with a minimum of one test per project. When two tests have been completed, along with referee samples if necessary, Pay Factors shall be calculated and applied to tonnage produced on that day. The County Engineer will round a testing increment or a LOT, if necessary, to the nearest truckload of material.

3) ACCEPTANCE OR REJECTION.

- a) The recommendation of the County Engineer and decision of the Baldwin County Commission will be final as to the acceptance, rejection, or acceptance at an adjusted payment of each LOT. Upon completion of a LOT (2nd test and/or any referee test completed) pay factors shall be calculated and applied only to the mix produced in that day's production. Rejected LOTS could be removed at no cost to the Department and replaced at BCHD unit price.
- b) The act of sampling shall be the responsibility of the Supplier utilizing the following sample plan. Suppliers shall use the random number method to determine sampling location in the testing increment. If any deviation from the sampling plan occurs BCHD reserves the right to sample an Independent Verification Sample (IVS) (outside of the scope of the sampling plan) at any time. Any Supplier test sampled from outside the sampling could be rejected and replace with the results of the IVS and used for pay factor computation.
- c) The Supplier shall sample the mixture and split it into three equal samples large enough to run the test required in this specification: The Supplier's primary QC sample (PQCS), BCHD primary QA sample (PQAS) and a Referee Sample (RS). The portions of mixture for the BCHD and referee sample shall be bagged, labeled, and stored for testing (max 60 days) if required. Bagged samples shall have the following bag appropriate information accompanying the sample: Date Sampled, Ton Sampled, Truck Sampled, Random Number, Sequential Test Number (STN), Project/Road Name, Mix Type, BCHD Primary Sample or Referee Sample, copy of the Scale Ticket, and a copy of Suppliers tests results. BCHD testing increment shall consist of two primary QA samples, split with the primary QC samples, which will represent 1000 tons of mix. Both the QA sample and referee samples will be stored in a dry location by the Supplier for a period of no longer than 14 days and may be disposed of prior to the 14 days if comparison sample results, pay factors and referee issues have been resolved. BCHD will randomly select one of the two samples stored for testing. Samples will be tested in an ALDOT certified independent lab and results will be compared to the Supplier results for comparison compliance.
- d) If the Supplier's primary QC sample and the BCHD primary QA sample do not compare within the Acceptable Tolerances listed in Table 4 then the referee sample will be tested at the Suppliers Lab. The referee sample shall be tested jointly by the Supplier and BCHD's representative and the results shall be used to calculate the pay factor for the lot. All results are final once the referee sample has been tested.
- e) For testing purposes, the PQCS shall be run in the Supplier's lab and BCHD reserves the right to run the PQAS in an ALDOT approved independent lab or the Suppliers lab. During the adjustment period (Test Strip) the BCHD will test its PQAS along with the Suppliers PQCS in the Suppliers lab. Also in the case where the results of the PQCS and the results of the PQAS do not compare the Referee Sample will be tested jointly in the Suppliers lab.

TABLE 4

**COMPARISON OF BCHD AND SUPPLIER TESTING
TEST ACCEPTABLE TOLERANCES**

ASPHALT CONTENT	± 0.30 %
AIR VOIDS	± 0.50 %

**ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX
CHARACTERISTICS.**

TABLE 5

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS
Arithmetic Average of the Absolute Values of Deviations of the LOT Acceptance Tests from Job Mix
Formula Values

Asphalt Content*					
LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-0.62	0.63-0.68	0.69-0.75	0.76-0.88	Over 0.88
2 Tests -	0.00-0.44	0.45-0.48	0.49-0.53	0.54-0.62	Over 0.62
Voids in Total Mix (Lab. Compacted Samples) *					
LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-2.50	2.51-2.70	2.71-3.00	3.01-3.5	Over 3.5
2 Tests -	0.00-1.77	1.78-1.91	1.92-2.12	2.13-2.47	Over 2.47

* If approved by the Baldwin County Commission as recommended by the County Engineer, the Supplier may accept the indicated LOT partial payment. The Baldwin County Commission and/or County Engineer may require removal and replacement. If the LOT pay factor is greater than 0.80, the Supplier has the option to remove at no cost to the Department and to replace at contract unit bid price rather than accepting the reduced LOT payment. The only time the 1 Test row will be used is in the test strip and at the end of the annual contract if the second sample cannot be obtained due to low tonnage.

The lowest Pay Factor of the two criteria shall be applied to the LOT (for pay purposes as defined above).

BID #WG18-40 SPECIFICATIONS
ALDOT BITUMINOUS PLANT MIX 424

Bituminous Plant Mix shall be in accordance with applicable portions of Section 410, Section 804 and Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the “Asphalt Index” as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

Prices shall be offered for product delivered F.O.B. to Baldwin County and at Bidders facility F.O.B. Baldwin County Vehicle. Location of such facility must be noted.

In the event that the awarded bidders Facility is not open for business then the secondary awarded bidder will become the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder.

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product **delivered** F.O.B. to Baldwin County shall be considered on a per “**Maintenance Area**” basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a “**Per Area**” basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Bid price for material being **picked up** from plant by Baldwin County shall be based on location of plant facility. The Vendor must provide a physical address of all plant facilities along with price for respective facility.

Should multiple vendors be awarded bids, and should a road cross between two (2) “Areas” with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.

All Costs and expenses related to the supplier's failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.

Prices shall be provided as follows:

424A-280	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range E
424A-281	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range E
424A-336	Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-340	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-341	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D
424A-361	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D
424B-293	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range E
424B-635	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-636	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-637	Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D
424B-663	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range C/D

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period.

BID #WG18-40 SPECIFICATIONS
BALDWIN COUNTY BITUMINOUS PLANT MIX 723

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements noted in the following sections of these specifications. If the County Engineer determines there is insufficient Asphalt Cement coating on the aggregate or a lack of sufficient blending of RAP particles with the virgin aggregate because of the high percentage of RAP allowed in this specification and the inherent low temperatures used to produce WMA; the County Engineer may require a new Job Mix Formula (JMF) with a maximum of 20% RAP.

All ALDOT guidelines and policies shall apply to this mix except where noted below.

The ALDOT Standard Specification for Highway Construction shall apply except where noted below

BC 723 Materials

1) RECYCLED ASPHALT PLANT MIX (RAP) AND RECLAIMED ASPHALT SHINGLES (RAS).

a) ALLOWABLE USAGE OF RAP AND RAS

- i) The Supplier shall have the option to use RAP and RAS (Reclaimed Asphalt Shingles) in accordance with the requirements given. The total amount of RAP and RAS shall not exceed 35%.
- ii) The Supplier shall have the option to use any ratio of RAP (Recycled Asphalt Pavement) to virgin material from 0% to 35%.
- iii) RAS shall be limited to 5 % of the total aggregate content when the RAS is consumer waste (from roofing materials) and shall be limited to 5 % of the total aggregate content when the RAS is manufacturing waste.

2) BLEND OF AGGREGATES.

a) GRADATIONS FOR BLEND OF AGGREGATES

- i) The coarse and fine aggregates, mineral filler, and recycled material shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points shown in the following table.

TABLE 1

Job Mix Formula (JMF) Parameters

Sieve Size	% Passing by Weight
1/2" {12.5 mm}	100% *
3/8" {9.5 mm}	90% - 97% **
No. 4 {4.75 mm}	61% - 84%
No. 8 {2.36 mm}	41% - 64%
No. 16 {1.18 mm}	32% - 45%
No. 30 {600 mm}	21% - 39%
No. 50 {300 mm}	10% - 28%
No. 100 {150 mm}	6% - 20%
No. 200 {75 µm}	4% - 12%

Notes:

Mix shall be 100% passing the 1/2" sieve, No Exception,

** Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to 97%

3) MIX PROPERTIES

a) AIR VOIDS (Va)

- i) The design air voids for this mix shall be 5.00%.

b) VOIDS IN MINERAL AGGREGATE (VMA)

- i) The job mix shall be designed to produce a minimum VMA of 16.0 and a maximum of 18.5.

c) LIQUID ASPHALT BINDER CONTENT (Pb)

- i) The job mix shall be designed at a minimum Liquid Asphalt Binder Content (Pb) of 5.80% and a maximum Liquid Asphalt Binder Content (Pb) of 7.50%. (Baldwin County has the right to lower the grade of virgin asphalt binder content if needed)

d) DUST PROPORTION

- i) The ratio of the percent by weight {mass} of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight {mass} of the total mix shall be between 0.9 and 1.80 for this mix. These ratio limits apply to both the design and production phases. Effective asphalt content is that asphalt cement not absorbed

into the aggregate pore structure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

e) **RESISTANCE TO MOISTURE INDUCED DAMAGE**

- i) All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to ALDOT-307 at seven percent air voids and tested in accordance with AASHTO T 283 as modified by ALDOT-361. If either TSR fails in production (Suppliers or BCHD representatives) another TSR will be run out of the referee sample, jointly by the Supplier and BCHD representatives in the Suppliers lab. If that TSR fails, the Baldwin County Commission and/or County Engineer shall determine whether the Supplier shall remove the tonnage in the lot at no cost to BCHD or leave it in place at a pay reduction.

4) **DESIGN PROCEDURES**

- a) The 50 Blow Marshall Mix Design Method shall be used for this mix. The minimum Marshall Stability shall be 1600 and the flow values shall be 8 to 18.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

Prices shall be offered for product delivered F.O.B. to Baldwin County and at Bidders facility F.O.B. Baldwin County Vehicle. Location of such facility must be noted.

In the event that the awarded bidders Facility is not open for business then the secondary awarded bidder will become the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder.

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product delivered F.O.B. to Baldwin County shall be considered on a per **“Maintenance Area”** basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a **“Per Area”** basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Should multiple vendors be awarded bids, and should a road cross between two (2) “Areas” with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.

All Costs and expenses related to the supplier’s failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period.

Bid WG18-40 shall be used in conjunction with Bid WG18-41. Awarded bidder(s) of each bid shall work together to accomplish scope of work as directed by Baldwin County.

BID #WG18-40 RESPONSE FORM**Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 100**

Date: _____

Company Name: _____

Address: _____

Phone Number: () _____

Fax Number: () _____

Authorized Signature: _____

(Please Print or Type Name)

Position: _____

Supply Location: _____

Description Of Item	FOB Delivered Area 100	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag

BID #WG18-40 RESPONSE FORM**Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 200**

Date: _____

Company Name: _____

Address: _____

Phone Number: () _____

Fax Number: () _____

Authorized Signature: _____

(Please Print or Type Name)

Position: _____

Supply Location: _____

Description Of Item	FOB Delivered Area 200	
BC-723	\$ _____	Ton
424A-280	\$ _____	Ton
424A-281	\$ _____	Ton
424A-336	\$ _____	Ton
424A-340	\$ _____	Ton
424A-341	\$ _____	Ton
424A-360	\$ _____	Ton
424A-361	\$ _____	Ton
424B-293	\$ _____	Ton
424B-635	\$ _____	Ton
424B-636	\$ _____	Ton
424B-637	\$ _____	Ton
424B-651	\$ _____	Ton
424B-663	\$ _____	Ton
RAP	\$ _____	Ton
Cold Mix Asphalt	\$ _____	50 LB Bag

BID #WG18-40 RESPONSE FORM**Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 300**

Date: _____

Company Name: _____

Address: _____

Phone Number: () _____

Fax Number: () _____

Authorized Signature: _____

(Please Print or Type Name)

Position: _____

Supply Location: _____

Description Of Item	FOB Delivered Area 300	
BC-723	\$ _____	Ton
424A-280	\$ _____	Ton
424A-281	\$ _____	Ton
424A-336	\$ _____	Ton
424A-340	\$ _____	Ton
424A-341	\$ _____	Ton
424A-360	\$ _____	Ton
424A-361	\$ _____	Ton
424B-293	\$ _____	Ton
424B-635	\$ _____	Ton
424B-636	\$ _____	Ton
424B-637	\$ _____	Ton
424B-651	\$ _____	Ton
424B-663	\$ _____	Ton
RAP	\$ _____	Ton
Cold Mix Asphalt	\$ _____	50 LB Bag

BID #WG18-40 RESPONSE FORM**Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Picked Up based on facility location**

Date: _____

Company Name: _____

Address: _____

Phone Number: () _____

Fax Number: () _____

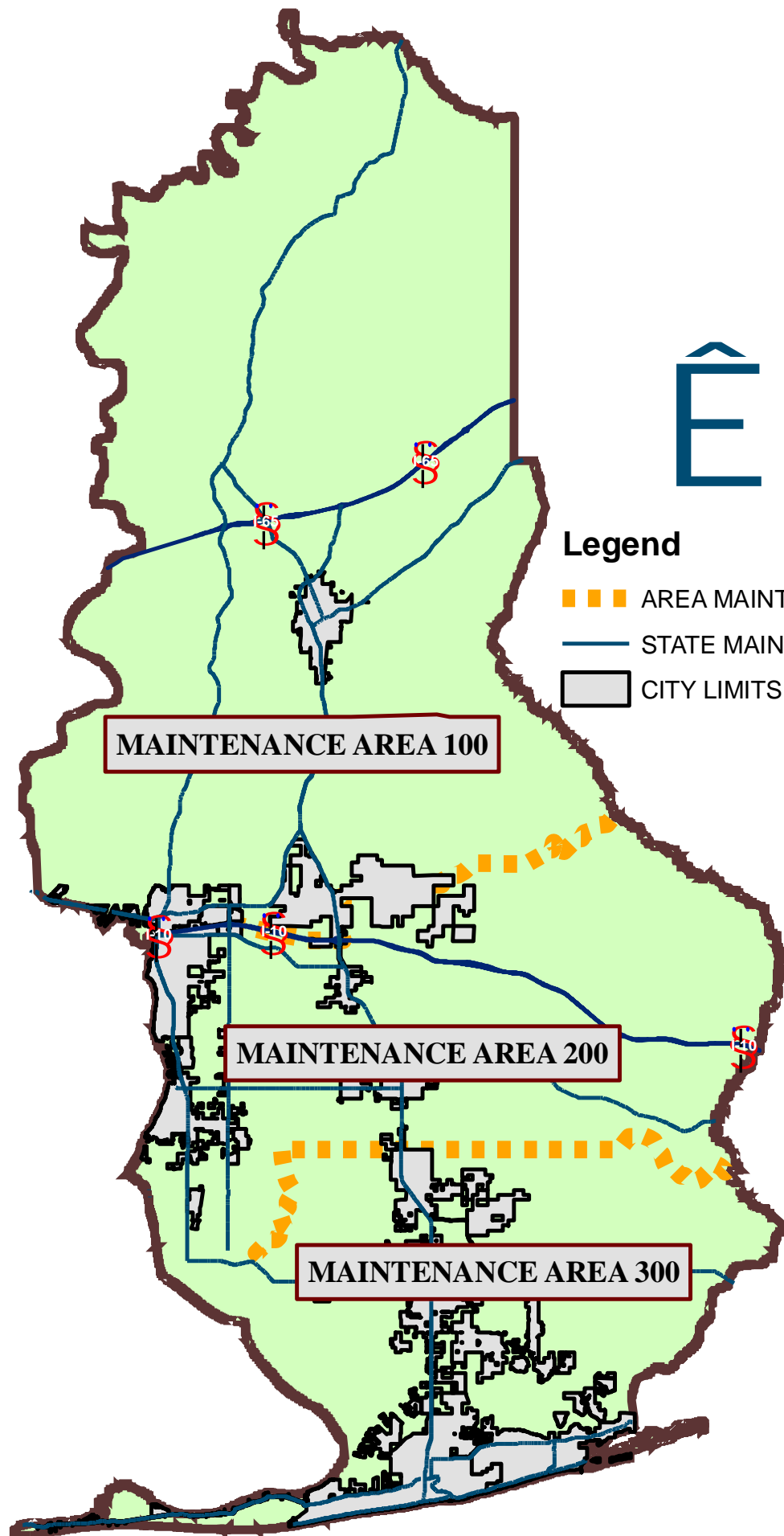
Authorized Signature: _____

(Please Print or Type Name)

Position: _____

Supply Location: _____

Description Of Item	FOB Shipping Point	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag



Legend

- AREA MAINT. DIVIDING LINES
- STATE MAINTAINED HIGHWAYS
- CITY LIMITS



Baldwin County Commission

Agenda Action Form

File #: 18-0850, **Version:** 1

Item #: B6

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-41 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of labor and equipment for asphalt placement; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of labor and equipment for asphalt placement.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 08/28/2018

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

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

Mail Bids

Additional instructions/notes: N/A

BID #WG18-41 SPECIFICATIONS QC/QA procedures for use on all Baldwin County Projects

Definitions

County Engineer: The engineer appointed by the Baldwin County Commission.

Supplier: The company that is supplying the bituminous concrete for the project.

Contractor: The crew that is responsible for laying and compacting mix on the roadway.

1) QUALITY CONTROL.

a) Supplier shall have on site a Level II Asphalt Technician anytime they are producing mix for Baldwin County.

b) QC/QA TESTING

i) Sampling shall be performed in accordance with the sampling plan as stated in this specification. Samples will be randomly selected and obtained by the Supplier or Baldwin County Highway Department and its affiliates. QC/QA samples shall be obtained at the project site but Baldwin County Highway Department reserves the right to sample outside the sampling plan. A large enough sample shall be obtained so that it can be split between the Supplier, Baldwin County Highway Department or its affiliates. Samples shall be tested for Air Voids, Liquid Asphalt Binder Content, Gradation, VMA, Effective AC Content, Dust/Asphalt Ratio, Stability, Flow, and Tensile Strength Ratio (TSR) as per table 3.

TABLE 3

Test Required	Test Method (Random Number)	Sampling Frequency * * (100% Pay)	Tolerances
Asphalt Content +++++	AASHTO T308 ALDOT 354	Supplier per 500 tons BCHD per Lot	+/- .34
Maximum Specific Gravity	AASHTO T209	Supplier per 500 tons BCHD per Lot	N/A

Mixture Gradation****	AASHTO T 308	Supplier per 500 tons	+/- 7.0 % for the #4 and above
		BCHD per Lot	+/- 4.0 %, #8 to #100
			+/- 2.00 % for the #200
Dust/Asphalt Ratio***	ALDOT 371	Supplier per 500 tons	0.90 to 1.80
		BCHD per Lot	
Air Void Content & VMA++	ALDOT 353, 307	Supplier per 500 tons	+/- 1.06%, 16.0 to 18.5
		BCHD per Lot	
Marshall Stability and Flow ++		Supplier per 500 tons	1600, 8-18
		BCHD per Lot	
Tensile Strength Ratio	ALDOT 361	Supplier & BCHD	Minimum .80
		First 1000 tons and	
		Every 10,000 ton thereafter	

Each individual Maximum Theoretical Specific Gravity (MTSG) shall be used to calculate Air Voids.

** Baldwin County Highway Department reserves the right to change sampling frequency; or sample outside the sample plan if it deems necessary. At least one sample shall be obtained from every project with tonnage less than 500.

*** If the Dust/Asphalt is out on two consecutive tests, production shall cease until proper plant adjustments are made.

**** If the test results are out of specification tolerance on two consecutive tests for the same size sieve, production shall cease until proper plant adjustments are made.

**** Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to but not exceed 97% on the 3/8" sieve.

++ The sample shall be one set of three Marshall samples+++.

++++ Under AASHTO T 308, if an ignition furnace is used, mixture calibration shall be used.

2) ADJUSTMENT PERIOD (Test Strip).

- a) During start-up operations, an adjustment period (test strip) as described below shall be required when producing a new job mix formula. The purpose of the adjustment period will be to permit the Supplier to adjust his production process and for Supplier QC personnel and Baldwin County Highway Department QA personnel to calibrate and coordinate their testing procedures. The Supplier has the option of running a test strip or waiving the test strip, if the proposed job mix formula has been produced satisfactorily on previous Baldwin County Highway Department projects. The waiver of a test strip shall be in writing to the County Engineer prior to any production and placement of the previously produced job mix design. The Supplier assumes the risk of milling and relaying unacceptable mix with no additional compensation if the test strip is not utilized.
- b) A test strip of not more than 300 tons shall be produced. Production shall stop until the Supplier has completed one liquid asphalt binder content, one air void content, and gradation. The test results for AC and Air Voids shall meet the requirements in Table 5, 100% pay in the 1 Test column.
- c) For LOT Pay Factor purposes a LOT shall be defined as a single Baldwin County Highway Department project, multiple Baldwin County Highway Department projects (Completed in one day) or one day's production not to exceed a 1000 tons. For testing purposes, a lot shall be defined as 1000 tons (+/- 200 tons). QC/QA testing shall run independent to the Pay Factor LOT when tonnages on one or more Baldwin County Highway Department projects do not exceed 1000 tons. An ongoing tonnage total shall be maintained at each individual plant supplying mix to Baldwin County Highway Department and sampling shall be performed every 500 tons with a minimum of one test per project. When two tests have been completed, along with referee samples if necessary, Pay Factors shall be calculated and applied to tonnage produced on that day. The County Engineer will round a testing increment or a LOT, if necessary, to the nearest truckload of material.

3) ACCEPTANCE OR REJECTION.

- a) The recommendation of the County Engineer and decision of the Baldwin County Commission will be final as to the acceptance, rejection, or acceptance at an adjusted payment of each LOT. Upon completion of a LOT (2nd test and/or any referee test completed) pay factors shall be calculated and applied only to the mix produced in that day's production. Rejected LOTS could be removed at no cost to the Department and replaced at Baldwin County Highway Department unit price.
- b) The act of sampling shall be the responsibility of the Supplier utilizing the following sample plan. Suppliers shall use the random number method to determine sampling location in the testing increment. If any deviation from the sampling plan occurs Baldwin County Highway Department reserves the right to sample an Independent Verification Sample (IVS) (outside of the scope of the sampling plan) at any time. Any Supplier test sampled from outside the sampling could be rejected and replace with the results of the IVS and used for pay factor computation.

- c) The Supplier shall sample the mixture and split it into three equal samples large enough to run the test required in this specification: The Supplier's primary QC sample (PQCS), Baldwin County Highway Department primary QA sample (PQAS) and a Referee Sample (RS). The portions of mixture for the Baldwin County Highway Department and referee sample shall be bagged, labeled, and stored for testing (max 60 days) if required. Bagged samples shall have the following bag appropriate information accompanying the sample: Date Sampled, Ton Sampled, Truck Sampled, Random Number, Sequential Test Number (STN), Project/Road Name, Mix Type, Baldwin County Highway Department Primary Sample or Referee Sample, copy of the Scale Ticket, and a copy of Suppliers tests results. Baldwin County Highway Department testing increment shall consist of two primary QA samples, split with the primary QC samples, which will represent 1000 tons of mix. Both the QA sample and referee samples will be stored in a dry location by the Supplier for a period of no longer than 14 days and may be disposed of prior to the 14 days if comparison sample results, pay factors and referee issues have been resolved. Baldwin County Highway Department will randomly select one of the two samples stored for testing. Samples will be tested in an ALDOT certified independent lab and results will be compared to the Supplier results for comparison compliance.
- d) If the Supplier's primary QC sample and the Baldwin County Highway Department primary QA sample do not compare within the Acceptable Tolerances listed in Table 4 then the referee sample will be tested at the Suppliers Lab. The referee sample shall be tested jointly by the Supplier and Baldwin County Highway Department's representative and the results shall be used to calculate the pay factor for the lot. All results are final once the referee sample has been tested.
- e) For testing purposes, the PQCS shall be run in the Supplier's lab and Baldwin County Highway Department reserves the right to run the PQAS in an ALDOT approved independent lab or the Suppliers lab. During the adjustment period (Test Strip) the Baldwin County Highway Department will test its PQAS along with the Suppliers PQCS in the Suppliers lab. Also in the case where the results of the PQCS and the results of the PQAS do not compare the Referee Sample will be tested jointly in the Suppliers lab.

TABLE 4

COMPARISON OF BCHD AND SUPPLIER TESTING
TEST ACCEPTABLE TOLERANCES

ASPHALT CONTENT	± 0.30 %
AIR VOIDS	± 0.50 %

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS.

TABLE 5

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS
Arithmetic Average of the Absolute Values of Deviations of the LOT Acceptance Tests from Job Mix
Formula Values

Asphalt Content*

LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-0.62	0.63-0.68	0.69-0.75	0.76-0.88	Over 0.88
2 Tests -	0.00-0.44	0.45-0.48	0.49-0.53	0.54-0.62	Over 0.62

Voids in Total Mix (Lab. Compacted Samples) *

LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-2.50	2.51-2.70	2.71-3.00	3.01-3.5	Over 3.5
2 Tests -	0.00-1.77	1.78-1.91	1.92-2.12	2.13-2.47	Over 2.47

* If approved by the Baldwin County Commission as recommended by the County Engineer, the Supplier may accept the indicated LOT partial payment. The Baldwin County Commission and/or County Engineer may require removal and replacement. If the LOT pay factor is greater than 0.80, the Supplier has the option to remove at no cost to the Department and to replace at contract unit bid price rather than accepting the reduced LOT payment. The only time the 1 Test row will be used is in the test strip and at the end of the annual contract if the second sample cannot be obtained due to low tonnage.

The lowest Pay Factor of the two criteria shall be applied to the LOT (for pay purposes as defined above).

BID #WG18-41 SPECIFICATIONS
ALDOT BITUMINOUS PLANT MIX 424

Bituminous Plant Mix shall be in accordance with applicable portions of Section 410, Section 804 and Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

CONTRACT PERIOD

The bid award will be for 12 months beginning on date of award.

BID #WG18-41 SPECIFICATIONS
BALDWIN COUNTY BITUMINOUS PLANT MIX 723

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements noted in the following sections of these specifications. If the County Engineer determines there is insufficient Asphalt Cement coating on the aggregate or a lack of sufficient blending of RAP particles with the virgin aggregate because of the high percentage of RAP allowed in this specification and the inherent low temperatures used to produce WMA; the County Engineer may require a new Job Mix Formula (JMF) with a maximum of 20% RAP.

All ALDOT guidelines and policies shall apply to this mix except where noted below.

The ALDOT Standard Specification for Highway Construction shall apply except where noted below

BC 723 Materials

1) RECYCLED ASPHALT PLANT MIX (RAP) AND RECLAIMED ASPHALT SHINGLES (RAS).

a) ALLOWABLE USAGE OF RAP AND RAS

- i) The Supplier shall have the option to use RAP and RAS (Reclaimed Asphalt Shingles) in accordance with the requirements given. The total amount of RAP and RAS shall not exceed 35%.
- ii) The Supplier shall have the option to use any ratio of RAP (Recycled Asphalt Pavement) to virgin material from 0% to 35%.
- iii) RAS shall be limited to 5 % of the total aggregate content when the RAS is consumer waste (from roofing materials) and shall be limited to 5 % of the total aggregate content when the RAS is manufacturing waste.

2) BLEND OF AGGREGATES.

a) GRADATIONS FOR BLEND OF AGGREGATES

- i) The coarse and fine aggregates, mineral filler, and recycled material shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points shown in the following table.

TABLE 1

Job Mix Formula (JMF) Parameters

Sieve Size	% Passing By Weight
1/2" {12.5 mm}	100% *
3/8" {9.5 mm}	90% - 97% **
No. 4 {4.75 mm}	61% - 84%
No. 8 {2.36 mm}	41% - 64%
No. 16 {1.18 mm}	32% - 45%
No. 30 {600 μ m}	21% - 39%
No. 50 {300 μ m}	10% - 28%
No. 100 {150 μ m}	6% - 20%
No. 200 {75 μ m}	4% - 12%

Notes:

Mix shall be 100% passing the 1/2" sieve, No Exception,

** Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to 97%

3) MIX PROPERTIES

a) AIR VOIDS (Va)

- i) The design air voids for this mix shall be 5.00%.

b) VOIDS IN MINERAL AGGREGATE (VMA)

- i) The job mix shall be designed to produce a minimum VMA of 16.0 and a maximum of 18.5.

c) LIQUID ASPHALT BINDER CONTENT (Pb)

- i) The job mix shall be designed at a minimum Liquid Asphalt Binder Content (Pb) of 5.80% and a maximum Liquid Asphalt Binder Content (Pb) of 7.50%. (Baldwin County has the right to lower the grade of virgin asphalt binder content if needed)

d) DUST PROPORTION

- i) The ratio of the percent by weight {mass} of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight {mass} of the total mix shall be between 0.9 and 1.80 for this mix. These ratio limits apply to both the design and production phases. Effective asphalt content is that asphalt cement not absorbed into the aggregate pore structure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

e) **RESISTANCE TO MOISTURE INDUCED DAMAGE**

- i) All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to ALDOT-307 at seven percent air voids and tested in accordance with AASHTO T 283 as modified by ALDOT-361. If either TSR fails in production (Suppliers or Baldwin County Highway Department representatives) another TSR will be run out of the referee sample, jointly by the Supplier and Baldwin County Highway Department representatives in the Suppliers lab. If that TSR fails the Baldwin County Commission and/or County Engineer shall determine whether the Supplier shall remove the tonnage in the lot at no cost to Baldwin County Highway Department or leave it in place at a pay reduction.

4) **DESIGN PROCEDURES**

- a) The 50 Blow Marshall Mix Design Method shall be used for this mix. The minimum Marshall Stability shall be 1600 and the flow values shall be 8 to 18.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

CONTRACT PERIOD

The bid award will be for 12 months beginning on date of award.

Bid WG18-41 shall be used in conjunction with bid WG18-40. Awarded bidder(s) of each bid shall work together to accomplish scope of work as directed by Baldwin County.

OPTION 1

For OPTION 1, the contractor shall begin work within 14 calendar days of issuance of Notice to Proceed, unless otherwise directed in writing by the County. If the contractor does not or cannot start work within 14 calendar days, the County reserves the option, at their sole discretion, to use the Secondary Vendor to perform the work, by doing so the County will not violate Bid Specifications. This in no way relieves the bidder from performing work as needed for the County.

All costs and expenses related to the contractor's failure to begin work on time, including without limitation mobilization costs, shall be borne solely by the contractor and the County shall not be responsible or liable for any such costs or expenses.

OPTION 2

For OPTION 2, the contractor shall begin work within 7 calendar days of issuance of Notice to Proceed, unless otherwise directed in writing by the County. If the contractor does not or cannot start work within 7 calendar days, the County reserves the option, at their sole discretion, to use the Secondary Vendor to perform the work, by doing so the County will not violate Bid Specifications. This in no way relieves the bidder from performing work as needed for the County.

All costs and expenses related to the contractor's failure to begin work on time, including without limitation mobilization costs, shall be borne solely by the contractor and the County shall not be responsible or liable for any such costs or expenses.

BID #WG18-41 RESPONSE FORM

Provision for Labor and Equipment of Asphalt Placement
Page 1 of 11

Date: _____

Out of State Yes or No If yes, Registration Number _____

Company Name: _____

Address: _____

Company Rep: _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself Yes or X No

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

Financing Agency Authorized Signature

PAVING BID (OPTION 1)

1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer,
3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

PAVING BID (OPTION 1)

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer,
3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton

151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

PAVING BID (OPTION 1)

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton

151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer,
3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
-----------	----	---------

51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
-----------	----	---------

51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

PAVING BID (OPTION 1)

5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer,
3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

PAVING BID (OPTION 2)

1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface
Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

PAVING BID (OPTION 2)

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface
Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer,
1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

PAVING BID (OPTION 2)

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton

1001 tons & above \$ _____ Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer,
1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

PAVING BID (OPTION 2)

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton

151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer,
1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

PAVING BID (OPTION 2)

5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
-----------	----	---------

51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer,
1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton



Baldwin County Commission

Agenda Action Form

File #: 18-0791, **Version:** 1

Item #: B7

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Renovations of the Court Reporter's Office for Courtroom #1 Area in the Baldwin County Courthouse

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the quote from **G. M. Stuart, Inc.**, in the amount of **\$14,000.00** for the renovations of the Court Reporters Office for Courtroom #1 Area in the Baldwin County Courthouse; and
- 2) Authorize the Purchasing Director to issue a Purchase Order for the work. Funding source will be Building Maintenance (51995.5231)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Presiding Judge, Scott Taylor has requested that a wall be removed to enlarge an area in his office suites on the first floor of the Bay Minette Courthouse to give his court reporter a larger area to work. The scope of work consists of moving a wall between two small rooms to create a large office for his Court Reporter. A quote was received from G. M. Stuart, Inc., in the amount of \$14,000.00 for the renovations. Recommend the Commission approve the quote from G. M. Stuart, Inc., and authorize the Purchasing Director to issue a purchase order for the work.

FINANCIAL IMPACT

Total cost of recommendation: \$14,000.00

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: 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: 09/04/2018

Individual(s) responsible for follow up: 51995.5231

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

Issue Purchase Order

Additional instructions/notes: N/A

G.M. STUART, INC.

GENERAL CONTRACTORS



41151 HIGHWAY 59
BAY MINETTE, AL 36507
PHONE (251) 937-6727
FAX (251) 937-0590

August 10, 2018

Mrs. Wanda Gautney/
Baldwin County Commission
312 Courthouse Square
Bay Minette, Al. 36507

Re: Renovations in the Baldwin County Courthouse, Bay Minette

Dear Mrs. Gautney;

Based on our meeting with Judge Taylor concerning alterations in his outer office, we submit the following proposal. The scope of work includes the removal of a wall between two small rooms to create one large office. The work consists of demolition, framing, drywall, painting, flooring, electrical and acoustical ceilings. The total cost for this work is \$14,000.

If you have any questions please call.

Sincerely,

G.M. Stuart, Inc.

G.M. Stuart



Baldwin County Commission

Agenda Action Form

File #: 18-0841, **Version:** 1

Item #: B8

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

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

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

Appropriation Agreement Aligned to the Baldwin County Fiscal Year 2017-2018 County Budget

STAFF RECOMMENDATION

As related to, and as authorized by, the Baldwin County Fiscal Year 2017-2018 Budget (Resolution #2017-129; Resolution #2017-130), execute the agreement with Cindy Haber Center, Inc. (formerly known as the MR/DD Board, Inc.) to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within the Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: 09/19/2017

Background: As contained within the Baldwin County Fiscal Year 2017-2018 Budget, there are numerous appropriations approved to be issued to several entities to serve public purposes. All but the appropriation for Cindy Haber Center, Inc. were approved September 19, 2017. The Cindy Haber Center, Inc. agreement is a tri-party agreement, and staff respectfully requests that the agreement be approved and executed.

FINANCIAL IMPACT

Total cost of recommendation: \$30,000.00

Budget line item(s) to be used: 51990.5346

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: Approved by County Administrator and County Attorney in August of 2017

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 will handle correspondence.

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

Administration send correspondence to:

Cindy Haber Center, Inc.
Attn: Peggy Vanover Barnes
PO Box 853
Robertsdale, Alabama 36567

State of Alabama Department of Mental Health
Attn: Commissioner Lynn Beshear
100 North Union Street
PO Box 301410
Montgomery, Alabama 36130-1410

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the CINDY HABER CENTER, INC., formerly known as the MR/DD BOARD, INC., (hereinafter referred to as “CINDY HABER CENTER”) is a public corporation organized pursuant to Section 22-51-1 through Section 22-51-14 of the Code of Alabama (1975) and by Articles of Incorporation in Miscellaneous Book 78, p. 1204-1213 as filed in the Office of Judge of Probate of Baldwin County, Alabama, and by Articles of Amendment to Articles of Incorporation in Miscellaneous Book 101, p. 1825-1839 as filed in the Office of Judge of Probate of Baldwin County, Alabama, as amended by an Article of Amendment to said aforesaid instrument at Instrument Number 796792 as filed in the Office of Judge of Probate of Baldwin County, Alabama, and as amended by 2009 Restated Articles of Incorporation as filed in the Office of Judge of Probate of Baldwin County, Alabama, at Instrument Numbers 1268630, 1268629, 1268631, 1268632, and 1268633, as amended by an Article of Amendment to said aforesaid instrument at Instrument Number 1690309 as filed in the Office of Judge of Probate of Baldwin County, Alabama; and

WHEREAS, the ALABAMA DEPARTMENT OF MENTAL HEALTH (hereinafter referred to as “ALABAMA MH”) is a department of state government of the State of Alabama organized pursuant to Article 1, 2, 3, 4 and 5 of Title 22, Subtitle 2, Chapter 50 of the Code of Alabama (1975); and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public purposes which are accomplished by the CINDY HABER CENTER in their comprehensive service area including Baldwin County, Alabama, Clarke County, Alabama, and Washington County, Alabama, of benefit to citizens afflicted with the malady of mental retardation and / or developmental disabilities, said provision of services benefiting the health and welfare of the affected general public; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2017-2018 Budget, approved a one-time funding appropriation of Thirty Thousand Dollars (\$30,000.00) to aid the CINDY HABER CENTER with transportation costs for its clients in Baldwin County, Alabama, in order to allow them to have an ability to access CINDY HABER CENTER programs, said programs including, but not limited, to those enumerated at Section 22-51-1 (8) d. of the Code of Alabama (1975); and

WHEREAS, with respect to Section 22-51-14 of the Code of Alabama (1975), in order for the COMMISSION to make said aforementioned one-time funding appropriation, the COMMISSION, CINDY HABER CENTER and ALABAMA MH must, and do hereby, all agree

and assent to said funding assistance from the COMMISSION to the CINDY HABER CENTER;
and

WHEREAS, further, the COMMISSION makes such one-time funding appropriation to the CINDY HABER CENTER 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).

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. The CINDY HABER CENTER shall continue to accomplish its purposes as set forth at Section 22-51-1 through Section 22-51-14 of the Code of Alabama (1975) which benefit citizens afflicted with the malady of mental retardation and / or developmental disabilities, said provision of services benefiting the health and welfare of the affected general public.
3. All CINDY HABER CENTER facilities, services and activities shall be made available to the affected and applicable general public in accordance with federal, state and / or local law.
4. The CINDY HABER CENTER shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the affected and applicable general public in accordance with federal, state and / or local law regardless of race, age, sex, disability or religion.
5. The COMMISSION shall provide a one-time funding appropriation of Thirty Thousand Dollars (\$30,000.00) to the CINDY HABER CENTER to aid said CINDY HABER CENTER with transportation costs for its clients in Baldwin County, Alabama, in order to allow them to have an ability to access CINDY HABER CENTER programs, said programs including, but not limited, to those enumerated at Section 22-51-1 (8) d. of the Code of Alabama (1975).
6. ALABAMA MH expressly approves of the COMMISSION making to the CINDY HABER CENTER the one-time funding appropriation provided at Section 5 of this Agreement.
7. To the fullest extent allowed by law, the CINDY HABER CENTER expressly agrees not to use any of the one-time funding appropriation provided at Section 5 of this Agreement in a manner inconsistent with this Agreement and, furthermore,

agrees not to use any of the one-time funding appropriation provided at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement as provided by the COMMISSION be utilized by the CINDY HABER CENTER and only toward the purpose enumerated at Section 5 of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in ALABAMA MH and / or the CINDY HABER CENTER 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 ALABAMA MH and / or the CINDY HABER CENTER is (are) agent(s) of the COMMISSION.
9. The CINDY HABER CENTER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this section 9 referred to collectively as "Commission") 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 CINDY HABER CENTER 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 9 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
10. The CINDY HABER CENTER shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
11. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.
12. The CINDY HABER CENTER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:
 - a. Supply to the COMMISSION, within 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.

- b. File with the COMMISSION no later than June 1, 2018, a written report of its activities for the preceding period which commenced on October 1, 2017, to ensure the proper expenditure of the subject funding appropriation.
- 13. This Agreement, provided in the form as one (1) original instrument for the records of the CINDY HABER CENTER and one (1) original instrument for the records of ALABAMA MH and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the CINDY HABER CENTER and ALABAMA MH and the COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
- 14. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2017, and expiring September 30, 2018, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the CINDY HABER CENTER and ALABAMA MH and the COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the CINDY HABER CENTER and ALABAMA MH.

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 who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director 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, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

CINDY HABER CENTER, INC.
Post Office Box 853
Robertsdale, Alabama 36567

PEGGY VANOVER BARNES
As Its: President, Board of Directors
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that PEGGY VANOVER BARNES, as President of the Board of Directors of the Cindy Haber Center, 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, she, as such President of the Board of Directors of the Cindy Haber Center, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Cindy Haber Center, Inc.

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

NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA DEPARTMENT OF MENTAL HEALTH
100 North Union Street
Post Office Box 301410
Montgomery, Alabama 36130-1410

LYNN BESHEAR

As Its: Commissioner

Date: _____

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public, in and for Montgomery County, Alabama, and the State of Alabama, hereby certify that LYNN BESHEAR, as Commissioner of the State of Alabama Department of Mental Health, 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 Commissioner of the State of Alabama Department of Mental Health, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said State of Alabama Department of Mental Health.

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

NOTARY PUBLIC, MONTGOMERY COUNTY, ALABAMA

My Commission expires: _____



Baldwin County Commission

Agenda Action Form

File #: 18-0809, **Version:** 1

Item #: C1

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

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

Submitted by: John Sedlack, Design Technician III

ITEM TITLE

Drainage Easement at Naval Outlying Field (NOLF) Barin

STAFF RECOMMENDATION

Approve an easement at Naval Outlying Field (NOLF) Barin to construct a retention pond to alleviate drainage problems in the surrounding area.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Navy is granting Baldwin County an easement on U.S. Navy property at NOLF Barin to construct a retention pond to help with drainage issues in the surrounding area. Easement is forthcoming.

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: Easement will be sent to County Attorney for his review.

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; John Sedlack, Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman and County Administrator fully execute easement and return to Highway Department. John Sedlack to have Navy fully execute easement.

Additional instructions/notes: N/A

ROW MAP.dgn 8/7/2018 3:00:23 PM

A horizontal number line with tick marks at 100, 0, 50, and 1. The segment between 100 and 0 is shaded with a gray and white checkerboard pattern. The segment between 0 and 50 is shaded solid gray. The segment between 50 and 1 is unshaded.

SHEET TITLE	ROUTE
ROW MAP	FERNWOOD DR

Barin Field USN Drainage Easement Description

Commencing at the purported southwest corner of the Southeast Quarter of Section 26, Township 7 South, Range 4 East, Baldwin County, Alabama;

Thence run easterly a distance of 30 feet, more or less, to the southwest corner of Lot 24 in the Oak Meadow Subdivision, Slide 1279-A, recorded in the Office of the Judge of Probate, Baldwin County, Alabama and being the east R/W line of Barin Field Road;

Thence run northerly along the east R/W line a distance of 1773 feet, more or less, to a point on the grantor's west property line and being the Point of the Beginning of the Drainage Easement herein described;

Thence run easterly along the Drainage Easement a distance of 726 feet, more or less, to a corner point;

Thence run southerly along the Drainage Easement line a distance of 285 feet, more or less, to a corner point;

Thence run easterly along the Drainage Easement line a distance of 490 feet, more or less, to a corner point;

Thence run southerly along the Drainage Easement line a distance of 290 feet, more or less, to a corner point;

Thence run easterly along the Drainage Easement line a distance of 530 feet, more or less, to the grantor's east property line;

Thence run northerly along the Drainage Easement line a distance of 362 feet, more or less, to the grantor's property corner;

Thence run easterly along the Drainage Easement line a distance of 131 feet, more or less, to the grantor's east property line;

Thence run northerly along the Drainage Easement line a distance of 40 feet, more or less, to the grantor's property corner;

Thence run westerly along the Drainage Easement line a distance of 131 feet, more or less, to a corner point;

Thence run northerly along the Drainage Easement line a distance of 762 feet, more or less, to the grantor's property corner;

Thence run westerly along the Drainage Easement line a distance of 58 feet, more or less, to a corner point;

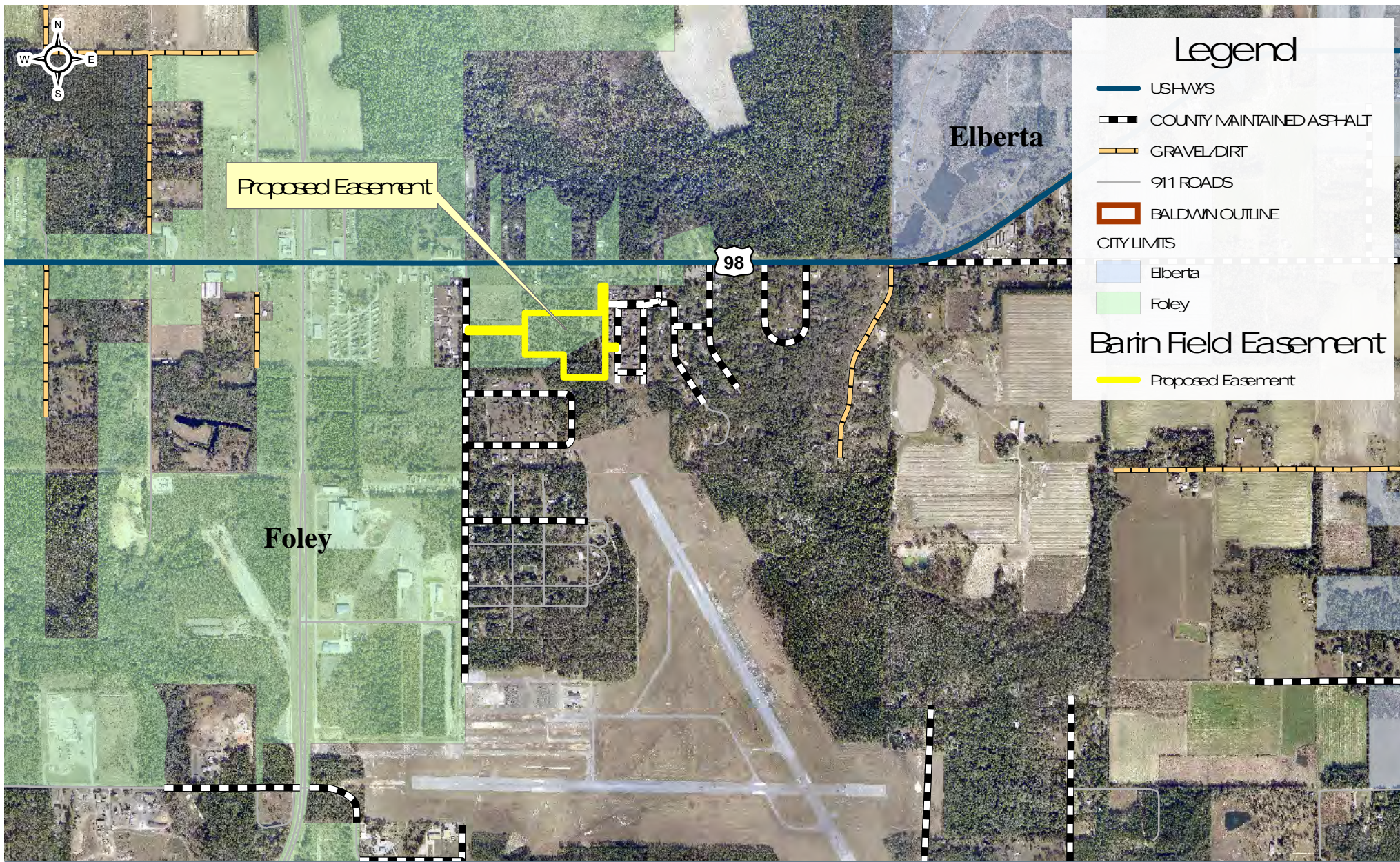
Thence run southerly along the Drainage Easement line a distance of 346 feet, more or less, to a corner point;

Thence run westerly along the Drainage Easement line a distance of 963 feet, more or less, to a corner point;

Thence run southerly along the Drainage Easement line a distance of 205 feet, more or less, to a corner point;

Thence run westerly along the Drainage Easement line a distance of 726 feet, more or less, to a point on the east R/W line of Barin Field Road;

Thence run southerly along the east R/W line a distance of 40 feet, more or less, to the Point of Beginning of the property herein described and containing 17.20 acres, more or less.



Baldwin County
Highway Department 2018

0 1 Miles





Baldwin County Commission

Agenda Action Form

File #: 18-0859, **Version:** 1

Item #: C2

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

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

Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE

Revision of Baldwin County Commission Policy #9.11 - License Agreement Between Baldwin County and Citizens/Corporations for Work on County Right-of-Ways

STAFF RECOMMENDATION

Adopt the revised Baldwin County Commission Policy #9.11 - License Agreement Between Baldwin County and Citizens/Corporations for Work on County Right-of-Ways and incorporate the same into the Policy and Procedures Book.

BACKGROUND INFORMATION

Previous Commission action/date: April 1, 2014

Background: Baldwin County Commission Policy #9.11 - License Agreement Between Baldwin County and Citizens/Corporations for Work on County Right-of-Ways - Item 5 has been changed to the following to allow additional time for adjacent property owners to receive notification of pending action by the Baldwin County Commission:

5. For all county right-of-way maintained by the county, the County Engineer will review and approve/deny the License agreement. For all county right-of-way not maintained by the County, the County Engineer or his/her designee will prepare a Commission Agenda Item and submit for workshop. Once reviewed in workshop, and if all information is provided, the Commission Agenda Item will be placed on the Commission Meeting Agenda for approval/denial. For cases that involve clearing unopened right-of-way or upon direction of County Engineer, Staff will send notices to adjacent property owners by certified mail a minimum of 14 days prior to the **Commission Meeting Work Session** informing them of the requested agreement.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff update Policy and Procedures Book

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION

POLICY #9.11	
Subject	License Agreement Between Baldwin County and Citizens/Corporations for Work on County Right-of-Ways
Date Adopted	TBD
Agenda Item	TBD
Obsolete Versions	April 1, 2014 – BG1 February 19, 2008 -

POLICY STATEMENT

This policy provides the procedure and guidelines for the submittal and processing of a license agreement between Baldwin County and an individual or corporation so they may perform work on a county right-of-way. The County Engineer will approve/deny all license agreements for work located on county right-of-way maintained by the county. License agreements for work on county right-of-way not maintained by the county must have the approval of the County Commission.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. An individual needing to perform work on a county right-of-way should first contact the Baldwin County Highway Department to discuss the proposed work before making a submittal.
2. The County Engineer or his/her designee will determine what supplemental information must be submitted by the applicant along with the request for a license.
3. The applicant must complete the License Agreement form and submit to the Baldwin County Highway Department for consideration along with a certificate of insurance as noted in Item 14 of the "License Agreement – Standard Format". The License Agreement

should be signed by the applicant and notarized.

4. The County Engineer or his/her designee will make a file and review all information submitted.
5. For all county right-of-way maintained by the county, the County Engineer will review and approve/deny the License agreement. For all county right-of-way not maintained by the County, the County Engineer or his/her designee will prepare a Commission Agenda Item and submit for workshop. Once reviewed in workshop, and if all information is provided, the Commission Agenda Item will be placed on the Commission Meeting Agenda for approval/denial. For cases that involve clearing unopened right-of-way or upon direction of County Engineer, Staff will send notices to adjacent property owners by certified mail a minimum of 14 days prior to the ~~Commission Meeting~~ [Work Session](#) informing them of the requested agreement.
6. If approved by the County Engineer and/or County Commission, the County Engineer or his/her designee will send the approved License Agreement with all exhibits to the applicant along with a cover letter stating that the License Agreement was approved by the County Engineer and/or County Commission.
7. The original License Agreement will be signed by the County Engineer or Commission Chairman and the County Administrator.
8. The County Engineer and/or County Commission may reduce, waive or increase the insurance requirements as noted in Item 14 of the “License Agreement – Standard Format”.
9. Typically, the License Agreement shall be valid for not more than a six (6) month period. However, the County Engineer and/or County Commission may approve longer periods as recommended by the County Engineer or his/her designee.

FORMS/ATTACHMENTS/EXHIBITS

1. License Agreement – Standard Format – County Engineer Approval
2. License Agreement – Standard Format – County Commission Approval

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama, ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 and _____ ("Licensee"), with an address at _____.

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as _____ and more particularly as shown on Exhibit A - _____ attached hereto and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property for the purposes of: _____, and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant hereto, Licensee agrees to defend, indemnify and hold the Licensor and Licensor's Representatives harmless from any and all claims or demands for injuries or damage to persons or property and further agrees to assure the Licensor that neither he or she, nor any persons using said public access in conjunction with this License, would claim any personal rights in the subject property or any rights of adverse possession.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. Grant of License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, _____, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to _____. Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and its employees ("Licensee Representatives"). Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

3. Property. The real property subject hereto is limited to and sufficiently described as: _____. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement and, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on _____ according to the terms of this Agreement, or until modified by agreement with the County.

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the property, whether real or personal, of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.

6. Compliance. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use said right-of-way in any fashion which will in any way damage or restrict the same for future use by the public in general.

for a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever.

7. Public Property. Licensee acknowledges and consents that said property/right of way is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the property. Licensee makes no claim of private ownership or other possessory interest in the property subject hereto, and any rights of the Licensee in the property will be limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all right to claims that such work or improvements are private in nature.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representative, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability 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 where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives.

Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the license and permission herein granted to Licensee. Termination of the license and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate and Licensee shall have no further right, permission or authority to utilize the Property. The indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. The Licensee shall incur and absorb all financial responsibility that arises to complete the said described project and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage/maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Right-of-Way caused by periodic maintenance to the property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

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

LICENSEE:

_____/_____
/Date

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____ is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

LICENSOR:

BALDWIN COUNTY, ALABAMA

ATTEST:

_____/_____
/Date
County Administrator

_____/_____
/Date
Chairman

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, as Chairman of the Baldwin County Commission, and _____, as County Administrator of the Baldwin County Commission, and whose names are signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama, ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 and _____ ("Licensee"), with an address at _____.

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as _____ and more particularly as shown on Exhibit A - _____ attached hereto and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property for the purposes of: _____, and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant hereto, Licensee agrees to defend, indemnify and hold the Licensor and Licensor's Representatives harmless from any and all claims or demands for injuries or damage to persons or property and further agrees to assure the Licensor that neither he or she, nor any persons using said public access in conjunction with this License, would claim any personal rights in the subject property or any rights of adverse possession.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
2. Grant of License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, _____, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to _____. Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and its employees ("Licensee Representatives"). Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.
3. Property. The real property subject hereto is limited to and sufficiently described as: _____. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.
4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement and, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on _____ according to the terms of this Agreement, or until modified by agreement with the County.
5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the property, whether real or personal, of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.
6. Compliance. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use said right-of-way in any fashion which will in any way damage or restrict the same for future use by the public in general.

for a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever.

7. Public Property. Licensee acknowledges and consents that said property/right of way is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the property. Licensee makes no claim of private ownership or other possessory interest in the property subject hereto, and any rights of the Licensee in the property will be limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all right to claims that such work or improvements are private in nature.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representative, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability 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 where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives.

Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the license and permission herein granted to Licensee. Termination of the license and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate and Licensee shall have no further right, permission or authority to utilize the Property. The indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. The Licensee shall incur and absorb all financial responsibility that arises to complete the said described project and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage/maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Right-of-Way caused by periodic maintenance to the property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

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

LICENSEE:

BY: _____ /

/Date

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____ is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20____.

Notary Public: _____
My Commission Expires: _____

LICENSOR:

BALDWIN COUNTY, ALABAMA

Joey Nunnally, P.E. /
County Engineer /Date

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Joey Nunnally, P.E. as Baldwin County Engineer, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20____.

Notary Public: _____
My Commission Expires: _____



Baldwin County Commission

Agenda Action Form

File #: 18-0843, **Version:** 1

Item #: G1

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

From: Celena Boykin, Planner

Submitted by: Celena Boykin

ITEM TITLE

Case No. Z-18038 - Godbold Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2018-106, which approves Case No. Z-18038, Godbold Property, as it pertains to the rezoning of 29.78 acres, more or less, as located in Planning (Zoning) District 21, from RA, Rural Agriculture District, to RSF-3, Residential Single Family District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property is currently zoned RA, Rural Agriculture District. It consists of approximately 29.78 acres and is currently undeveloped. The designation of RSF-3, Single Family District, has been requested in order to continue the remaining phases of Hawthorn subdivision.

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 & Zoning Commission Public Hearing ran on July 18, 2018. In addition, and as required, the regular legal publication for the Baldwin County Commission Public Hearing for Case No. Z-18038 is currently running as well as the required display, one quarter page advertisement. Regular legal run dates are August 8, 2018, August 15, 2018, and August 22, 2018. Display, one-quarter page run date is August 15, 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 September 4, 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:

Josh Godbold

12423 CR 87

Elberta, AL 36530

David Shumer

3213 Midtown Park S.

Mobile, AL 36606

Planning and Zoning Department

Amend Zoning Map

Additional instructions/notes: N/A



Baldwin County Planning & Zoning Department

Baldwin County Planning Commission Staff Report

Agenda Item 8.f

Case No. Z-18038

Godbold Property

Rezone RA, Rural Agriculture District to RSF-3, Single Family District

August 2, 2018

Subject Property Information

Planning District: 21
General Location: South of CR 12S and East of Sherman Rd.
Physical Address: N/A
Parcel Number: 05-60-05-15-0-000-003.000, 162, 159
Existing Zoning: RA, Rural Agriculture District
Proposed Zoning: RSF-3, Single Family District
Existing Land Use: Undeveloped
Proposed Land Use: Continue the remaining phases of Hawthorn Subdivision
Acreage: 29.78 acres, more or less
Applicant: David Shumer
3213 Midtown Park S.
Mobile, AL 36606
Owner: Josh Godbold
12423 CR 87
Elberta, AL 36530
Lead Staff: Celena Boykin, Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Agricultural	RA, Rural Agricultural & RSF-2, Residential Single Family
South	Agricultural	RA, Rural Agricultural
East	Residential	RA, Rural Agricultural & RSF-2, Residential Single Family
West	Residential	RA, Rural Agricultural & RSF-2, Residential Single Family

Summary

The subject property is currently zoned RA, Rural Agriculture District. It consists of approximately 29.78 acres and is currently undeveloped. The designation of RSF-3, Single Family District, has been requested in order to continue the remaining phases of Hawthorn subdivision.

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 4.4 RSF-3, Single Family District

4.4.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.4.2 *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) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.4.3 *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) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.4.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.4.5 *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-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Agency Comments

Baldwin County Highway Department (Seth Peterson): No comments.

Army Corps of Engineers: No comments received.

ADEM (Scott Brown): No comments received.

Municipality: 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 County Road 12 South to the north. The adjoining properties to the west and east are residential. The adjacent property to the north is agricultural.

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?

The zoning for Planning District 21 was adopted by the County Commission on June 2, 2009. The subject property was zoned RA, Rural Agriculture District, at that time. There hasn't been any rezonings in this area.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, indicates a future land use designation of Agricultural for the subject property. If the rezoning is approved, the future land use designation will change to residential.

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?

A subdivision can bring an increase in traffic. However, traffic impacts and access requirements will be addressed during the Subdivision process.

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.

Please see the responses to number 1 and number 2.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

There is no RSF-3 zoning in the immediate vicinity. In first phase of Hawthorn, the smallest lot is 10,400 sq ft and the largest lot is 17,737 sq ft. Most of these lots are smaller than the required minimum lot size of 15,000 sq ft for RSF-2. The same with Summercrest Unit 3, these lots average at 12,000 sq ft. Unit 1 and 2 of Summercrest does meet the minimum lot size for RSF-2. These adjacent subdivisions were approved before Planning District 21 became zoned.



8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor with this request.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any environmental conditions or historic resources which would be impacted by this request.

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.

N/A

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RA, Rural Agriculture District. It consists of approximately 29.78 acres and is currently undeveloped. The designation of RSF-3, Single Family District, has been requested in order to continue the remaining phases of Hawthorn subdivision.

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be recommended for **APPROVAL**. *

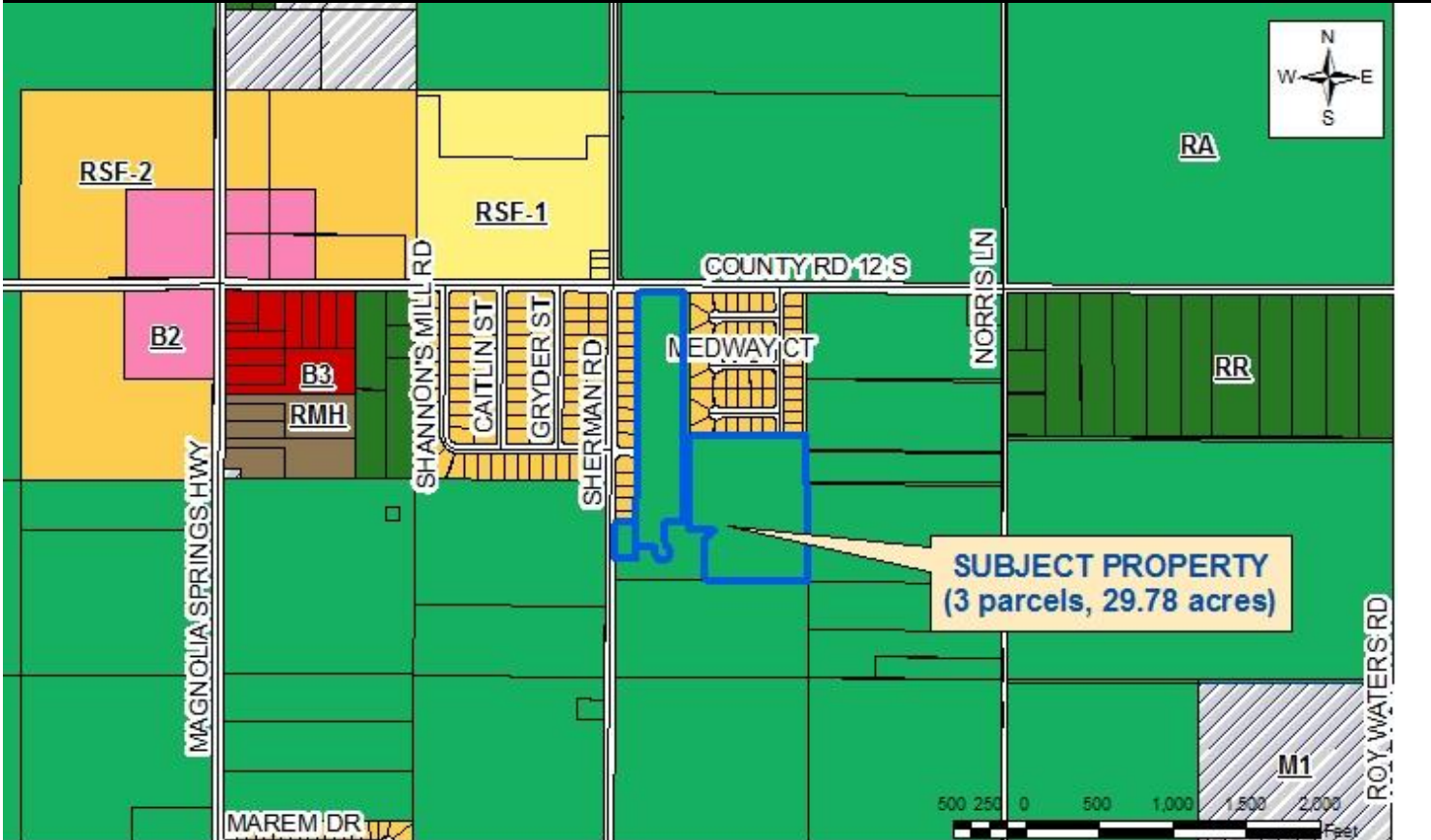
**On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

Property Images

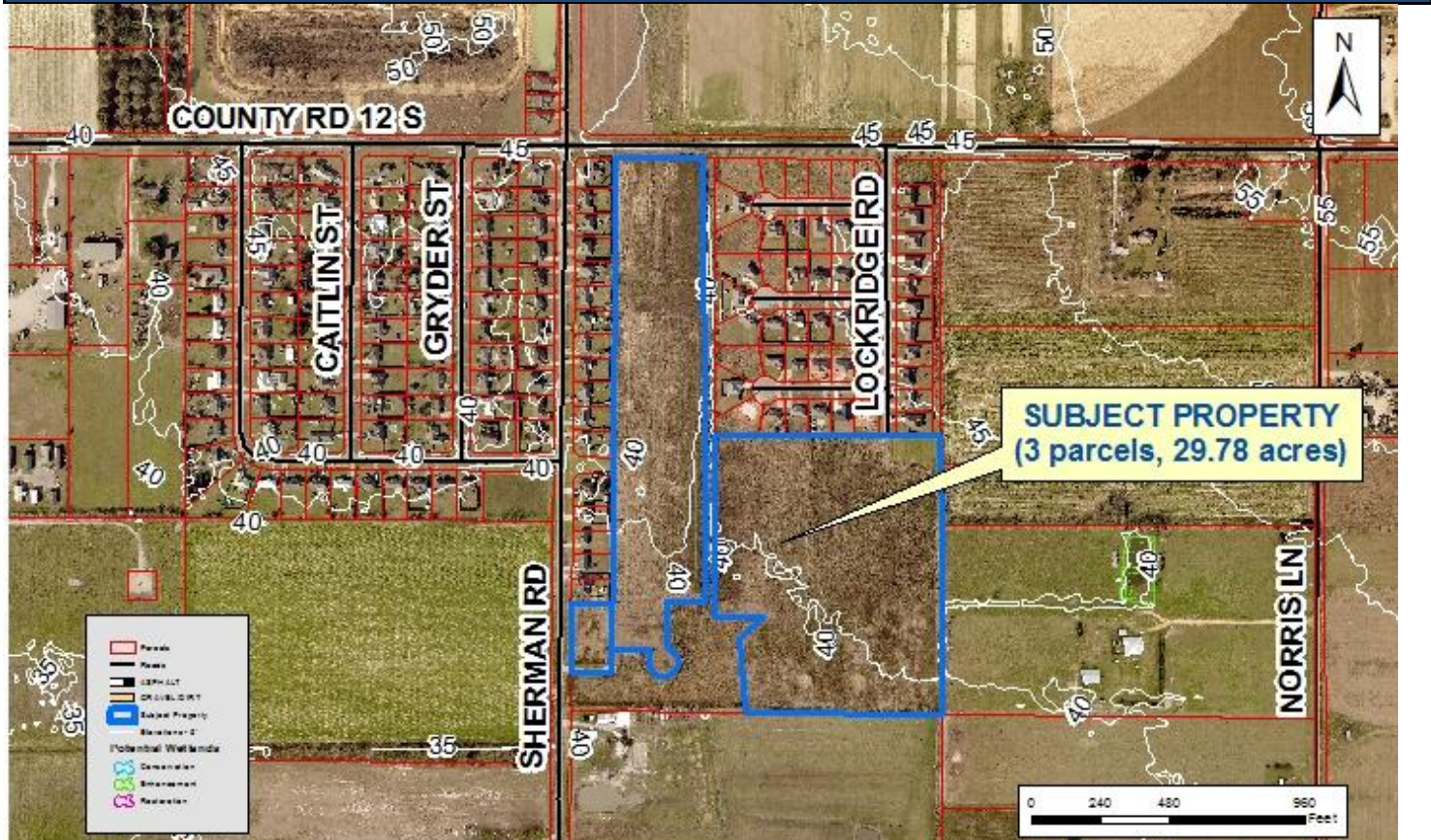




Locator Map



Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-18038

Godbold Property

Rezoning RA to RSF-3

8/2/2018

Motion: TO RECOMMEND APPROVAL

Made by: ARTHUR OKEN

Motion Seconded by: DOUG THOMAS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Dewane Hayes	X	
Spence Monroe	X	
Kevin Murphy	X	
Arthur Oken	X	
Daniel Nance	A	A
Doug Thomas	X	
Bonnie Lowry	X	

**The Chairman only votes in the event of a tie.*

MOTION TO RECOMMEND APPROVAL CARRIES
ON A VOTE OF 6-0

8-F - CASE Z-18038 GODBOLD PROPERTY

CHAIRMAN SAM DAVIS: The next case is Case Z-18038, Godbold property.

MS. CELENA BOYKIN: This is a request to re-zone almost thirty (30) acres from RA to RSF-3. It is located in Planning District 21 just south of County Road 12 South and east of Sherman Road.

The request is to re-zone this to RSF-3, Single-Family. They plan to continue on Hawthorne Subdivision. The Hawthorne Subdivision is the RSF-2 parcels to the northeast. They will need the RSF-3 to meet their minimum lot size.

You can see Hawthorne was previously approved before District 21 became zoned. I looked at their smallest lot. It is ten thousand four hundred (10,400) square feet. And their largest lot goes up to seventeen thousand (17,000) square feet. So it has the lot size of RSF-2 and RSF-3. But they need the RSF-3 to -- for their Phase II.

Staff sees no issues with this request and has recommended approval. And the Phase II, I believe, will probably come to you next month for subdivision approval.

CHAIRMAN SAM DAVIS: All right. Thank you, Celena. Is there any questions for Celena?

(No response.)

1 CHAIRMAN SAM DAVIS: All right. Thank you.
2 We'll open the public hearing at this point. We do have
3 some opposition. Would the applicant come to the mic,
4 please?

5 THE COURT REPORTER: State your name, please.

6 MR. JUSTIN PALMER: Justin Palmer on behalf of
7 the applicant.

8 CHAIRMAN SAM DAVIS: All right. Do you just
9 kind of want to tell us what the project is?

10 MR. JUSTIN PALMER: Basically, as was said,
11 it's just an extension of the Hawthorne Development as it
12 was approved by master plan previously. It's going to be
13 residential -- single-family residential housing, very
14 similar to what's to the north of it there.

15 CHAIRMAN SAM DAVIS: Any questions for this
16 gentleman?

17 (No response.)

18 CHAIRMAN SAM DAVIS: All right. If you will,
19 just have a seat and we will listen to the opposition.
20 We may ask you back up to answer some of that.

21 So Sonia McClusky and Gail Wright have signed up in
22 opposition. Which one wants to go first?

23 MS. GAIL WRIGHT: I really didn't oppose. I
24 had a question before I could decide.

25 CHAIRMAN SAM DAVIS: Come on up to the mic and
26 state your name, please.

27 MS. GAIL WRIGHT: Gail Wright. My question was
28 on this development. We were very interested in the

1 entrance -- entrance and exits. Do y'all have that yet,
2 into the subdivision?

3 CHAIRMAN SAM DAVIS: I think she's got a
4 drawing showing that. Celena, can you answer that?

5 MS. CELENA BOYKIN: I do not have a copy of the
6 proposed plat. That I -- I believe was -- Seth was
7 reviewing it. It'll will come next month.

8 CHAIRMAN SAM DAVIS: That'll come next month?

9 MS. CELENA BOYKIN: Yes.

10 CHAIRMAN SAM DAVIS: Okay. So at this
11 particular point, this is just a re-zoning request. So
12 that --

13 MS. GAIL WRIGHT: Okay.

14 CHAIRMAN SAM DAVIS: The plat will be here next
15 month, if you'd like to come back at that point.

16 MS. GAIL WRIGHT: Yes, sir, I would, to see
17 that.

18 COMMISSION MEMBER BONNIE LOWRY: Celena?

19 MS. CELENA BOYKIN: Yes.

20 COMMISSION MEMBER BONNIE LOWRY: It says on
21 this that this is continuing phases of the Hawthorne
22 Subdivision. Is that subdivision all that we see on the
23 north part of that map?

24 MS. CELENA BOYKIN: The northeast part, yes.
25 That's Phase I of Hawthorne.

26 CHAIRMAN SAM DAVIS: Ms. Wright, do you have
27 any other questions?

28 MS. GAIL WRIGHT: Not at this moment. You

1 can't answer me right now.

2 CHAIRMAN SAM DAVIS: Okay. Thank you.

3 MS. GAIL WRIGHT: Thank you.

4 CHAIRMAN SAM DAVIS: Ms. McClusky, do you have
5 anything you'd like to say?

6 MS. SONIA McCLUSKY: I'm Sonia McClusky. And
7 we own the property. We have a farm on the east side of
8 that property line. My concern is with drainage. We get
9 a lot of water, and it all collects on our west fence
10 line, that's -- which is between us and them. And it
11 gets pretty sloppy sometimes.

12 And also the safety issues, because we have farm
13 animals there. And we've got an electric fence around
14 there. But we've had children come in from the
15 subdivision that's already there, come under the fence
16 and be out in the pasture with the cows before, which I
17 don't have a problem with them coming over there. But
18 them being out in the cows, something could happen to
19 them, and they could get hurt, you know, with us not
20 knowing it.

21 And we kind of -- we were going over just to ask
22 them to get out of the field. And they saw us, and they
23 took off running, rolled under the fence, while screaming
24 obscenities. But I just -- it's --

25 CHAIRMAN SAM DAVIS: It sounds like you need to
26 put another strand of hot wire and make it hot.

27 MS. SONIA McCLUSKY: I've got three strands on
28 it now. But it's a farming community. It's our old

1 family farm, what's left of it. And we're trying to keep
2 it -- Drainage issue is a big thing there.

3 CHAIRMAN SAM DAVIS: Yeah. We understand that.
4 And that's not for this Commission to determine at this
5 time. That would be part of the site plan.

6 And they'll do that study. If it's approved,
7 they'll do those drainage studies following that, and
8 they'll require the proper retention and that sort of
9 thing, supposedly, to not let it run off the property
10 during a rainstorm. So -- But you know how those work.

11 MS. SONIA McCLUSKY: It's -- it's --
12 it's just -- it's always been a farming community. And
13 with all this building up with the people, we don't have
14 people to watch after the safety.

15 There's no police jurisdiction around there. And
16 I've -- we've heard lots of sirens going back like in the
17 Sherman area, Sherman Road area of the subdivision. Over
18 there, there's a lot of sirens goes that way.

19 I don't know what's going on, but we used to not
20 have those kind of issues in our area. So that's a big
21 concern was the safety and problems, you know, with
22 overcrowding and getting in bad people that cause bad
23 problems. We have our grandchild with us. So that's a
24 big issue, too.

25 CHAIRMAN SAM DAVIS: We understand. That's --
26 that's everywhere. Any other -- any other questions for
27 us?

28 COMMISSION MEMBER BONNIE LOWRY: Where to you

1 live in proximity?

2 MS. SONIA McCLUSKY: We are straight across the
3 fence line that's on the east side. We have a farm there
4 with cows and horses.

5 COMMISSION MEMBER KEVIN MURPHY: She has the
6 green area that has the forth (40) in it up there on
7 Norris Lane.

8 MS. SONIA McCLUSKY: We're on twenty (20) acres
9 with the pond on it.

10 COMMISSION MEMBER BONNIE LOWRY: Thank you.

11 CHAIRMAN SAM DAVIS: Any other questions for
12 Ms. McClusky?

13 (No response.)

14 CHAIRMAN SAM DAVIS: All right. Thank you,
15 ma'am.

16 MS. SONIA McCLUSKY: If -- One more thing.
17 If --

18 CHAIRMAN SAM DAVIS: Sure.

19 MS. SONIA McCLUSKY: If they do pass it, if
20 there's any way they can specify that there needs to be a
21 fence up there or some kind of a blockage to stop the
22 people from coming across or the children getting in the
23 pastures where we don't have to worry about them getting
24 hurt.

25 CHAIRMAN SAM DAVIS: David, do you want to
26 address that?

27 ATTORNEY DAVID CONNER: Well, and I -- I think
28 everybody understands what you're saying, the concern

1 there. At the time that the developers or whoever comes
2 in to submit the subdivision plat, they'll look at issues
3 and determine whether or not there's anything that needs
4 to be addressed.

5 But, as a practical matter, I mean, you can't limit
6 your neighbors' use of their property necessarily just
7 because of how you use yours.

8 Now, in reality, anyone that's on your property that
9 way, whether they be adults or children, are trespassing
10 at that point in time. And, so, if -- if you continue to
11 have problems with that or vandalism or anything like
12 that, that may be a time to call the sheriff and -- and
13 have a discussion with them about how they can help,
14 especially if you know who it is. That might be -- that
15 might be your course of action.

16 MS. SONIA McCLUSKY: I don't want to cause
17 problems. And the man on the corner has had somebody --
18 somebody come and steal his pump. And they just put in a
19 big doublewide trailer. And they came and stole the
20 blocks the night they delivered them down at the trailer.

21 ATTORNEY DAVID CONNER: Well, that's what I'm
22 saying, though. We -- we can't --

23 MS. SONIA McCLUSKY: They --

24 ATTORNEY DAVID CONNER: The Planning Commission
25 can't deny --

26 MS. SONIA McCLUSKY: Yeah.

27 ATTORNEY DAVID CONNER: -- an approval of a
28 construction of something on a neighboring property

1 because it might bring those kind of issues.

2 MS. SONIA McCLUSKY: Uh-huh. (Indicates
3 affirmatively.)

4 ATTORNEY DAVID CONNER: If you're having those
5 issues, then the course of action would be to call law
6 enforcement to try and get that addressed somehow.

7 MS. SONIA McCLUSKY: They have overcrowding of
8 our schools here and just have changed the district to
9 get some of the children sent to the Magnolia school to
10 make more room.

11 CHAIRMAN SAM DAVIS: All right. Thank you.
12 Would you like to address any of the other issues that
13 she mentioned concerning drainage and that sort of thing?
14 That all comes down the road.

15 MR. JUSTIN PALMER: We would prefer to address
16 that in the development permit when we have all the
17 finalized drainage plans.

18 CHAIRMAN SAM DAVIS: Okay. Fair enough. Thank
19 you.

20 We'll close the public hearing at this point. Staff
21 has recommended this for approval. Is there a motion to
22 do so.

23 COMMISSION MEMBER ARTHUR OKEN: So moved.

24 COMMISSION MEMBER BONNIE LOWRY: So moved.

25 CHAIRMAN SAM DAVIS: There is a motion to do
26 so. Is there well a second?

27 COMMISSION MEMBER SPENCE MONROE: I'll second.

28 CHAIRMAN SAM DAVIS: There's a motion to

1 approve and a second. All in favor, say aye.

2 (All Commission Members say aye in unison.)

3 CHAIRMAN SAM DAVIS: All opposed?

4 (No response.)

5 CHAIRMAN SAM DAVIS: It carries unanimously.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2018-106

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-18038, Goldbold Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, David Shumer has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 21, for property identified herein and described as follows:

17 AC(C) COMM AT THE NE COR OF SEC 15, TH RUN S 40'(S), TH W 1322'(S), TH S 960'(S) TO THE POB, TH CONT S 990'(S), TH W 690'(S), TH NW 266'(S), TH NE 117'(S), TH W 175'(S), TH N 636'(S), E 797'(S) TO THE POB SEC 15-T8S-R3E (SP WD)

And

12 AC(C) COM AT THE NW COR OF THE NE1/4 OF SEC 15 TH RUN E 170'(S), TH S 40'(S) TO THE POB, TH E 315'(S), TH S 1565'(S), TH W 135'(S), TH S 143'(S), TH SW ALG CURVE 238'(S), TH N 42'(S), TH W 135'(S), TH N 1735'(S) TO POB SEC 15-T8S-R3E (SP WD)

And

243'(S) X 140' COM AT SW COR LOT 105 SUMMERCREST UNIT 3 FOR POB BEING ON E R/W LN, TH S 243'(S), TH E 140', TH N 243'(S), TH W 140' TO POB SEC 15-T8S-R3E (WD)

Otherwise known as tax parcel numbers, **05-60-05-15-0-000-003.000, 003.062, and 003.159**, 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 RSF-3, Single Family District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 2, 2018, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on September 4, 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. 21 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-18038, Godbold Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 21 from RA, Rural Agriculture District, to RSF-3, Single Family District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 21 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **4th** day of **September 2018**.

Honorable Frank Burt, Jr., Chairman

ATTEST

Ronald J. Cink, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 18-0854, **Version:** 1

Item #: H1

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

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 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 \$5,883.52 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 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. AltaPointe Health Systems, Inc. agrees to the payment schedule for each route at \$1,470.88 per route equaling the total of \$5,883.52 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 (ALDOT) and has not been altered since last year's approval with the exception of names, titles, amounts, and addresses as deemed necessary.

This item was tabled during the Commission Meeting on August 21, 2018.

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 (ALDOT) 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

File #: 18-0856, **Version:** 1

Item #: H2

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

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 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.

This item was tabled during the Commission Meeting on August 21, 2018.

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

File #: 18-0855, **Version:** 1

Item #: H3

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

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 (ALDOT) 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 as the funds are considered fare-box revenue.

This item was tabled during the Commission Meeting on August 21, 2018.

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 (ALDOT) 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

File #: 18-0853, **Version:** 1

Item #: H4

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

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

File #: 18-0789, **Version:** 1

Item #: Q1

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Miranda N. McKinnon, Administration

ITEM TITLE

Revision of Baldwin County Commission Policy #2.6 - Alcohol License Applications

STAFF RECOMMENDATION

Adopt the revised Baldwin County Commission Policy #2.6 - Alcohol License Applications and make said policy a part of the Baldwin County Commission Policies and Procedures Book.

BACKGROUND INFORMATION

Previous Commission action/date: April 18, 2017 - last revision to Policy #2.6

Background:

On July 23, 2018, Commission Staff received an email from the Alabama Beverage Control Board (ABC Board), informing staff of the changes to the process for obtaining a 240 Non-Profit Special Events Retail License. The change to the process is due to the passage of House Bill 414 on March 20, 2018.

240 Non-profit Special Events Retail Licenses are not renewable and are valid for a period not to exceed seven (7) days.

Currently, applicants for a 240 Non-profit Special Events Retail License are required to go through the approval process with the Baldwin County Commission including a public hearing set by the Commission to consider the license request.

The proposed policy revision reflects the changes approved in House Bill 414. Applicants seeking to obtain the 240 Non-profit Special Events Retail License in Baldwin County are required to send a letter notifying the local governing officials of the event. The ABC Board will issue the License for the sale of beer, wine, and liquor to the qualifying organizations and approval from the local governing body is not required.

A qualifying organization is a bona fide nonprofit organization operating in the state that satisfies all of

the following requirements:

- a. Operates without profit to the organization's members.
- b. Is exempt from taxation under Section 501 of the Internal Revenue Code.
- c. Satisfies at least one of the following requirements:
 - 1. Has been continuously in existence in the state for a minimum of three years.
 - 2. Is affiliated with a parent organization that has been in existence in the state for a minimum of three years.
 - 3. Has reorganized and is continuing its mission under a new name on file with the Secretary of State and with a new tax identification number after having satisfied the requirements set forth in either subparagraph 1. or 2.

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: To be reviewed by the County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Administration - Update policy books and email necessary departments.

Update any other administrative documents used by Administration Department.

Inform ABC Board via email of the Commission's policy revision and attach a copy of the revised policy as a courtesy.

Betty Dean (ABC) betty.dean@abc.alabama.gov <mailto:betty.dean@abc.alabama.gov>

Ben Barrett (ABC) ben.barrett@abc.alabama.gov <mailto:ben.barrett@abc.alabama.gov>

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION

POLICY #2.6	
Subject	Alcohol License Applications
Date Adopted	April 18, 2017 <u>September 4, 2018</u>
Agenda Item	BA2 <u>TBD</u>
Obsolete Versions	July 5, 1995 Minute Book 16, Page 247 March 16, 2004 Minutes Book 34, Page 388 February 19, 2008 Minutes Page 26 March 17, 2009 Minutes Page 11 March 16, 2010 Minutes Page 10-11 February 7, 2012 Agenda Item EA6 April 18, 2017 <u>Agenda Item BA2</u>

POLICY STATEMENT

This policy outlines the procedures for alcohol license applications submitted to the Baldwin County Commission and the establishment of public hearings for the license requests.

The procedures required by this policy are implemented to encourage open debate and for the benefits of the health, safety and general welfare of the general public of Baldwin County, and they shall in no way limit the County Commission's discretionary ability to approve or disapprove any subject application for any reason.

PROCEDURAL REQUIREMENT

In order to carry out this policy, all license applications concerning alcoholic beverages, whether new, renewals, transfers or otherwise, as presented to the Baldwin County Commission for approval, shall be subject to the following procedures as a prerequisite to such approval:

DETERMINING THE APPROVING AUTHORITY'S JURISDICTION

The Alabama Alcoholic Beverage Control (ABC) Board will provide the applicant a Baldwin County Location Verification Request Form (LVF) which is submitted by the applicant to the

County Planning Department. The exact location of the property is verified and staff determines whether the property is in the unincorporated area of Baldwin County. Planning staff provides a copy of the completed form to the ABC Board and Administration staff. The ABC Board determines if the establishment seeking the license is in the jurisdiction of the Baldwin County Commission or a municipality.

DOCUMENTATION AND INFORMATION REQUIRED FROM THE APPLICANT

To apply for an alcoholic beverage license with the Baldwin County Commission, the applicant is required fill out a County Alcohol License Application and return the completed application to the County Administration Office in Bay Minette. At that time, a case number is assigned for the application and the following is required from the applicant in order for the application to be completed:

- 1) Copy of the completed State ABC License Application; and
- 2) Copy of current County Business License; and
- 3) Copy of County Health Department Permit or documentation from the Health Department stating a permit is not necessary; and
- 4) Baldwin County sales and use tax account with no delinquent taxes; and
- 5) Consent for Inspection (the owner or authorized agent for the owner of the premises must consent to the inspection of said premises and the posting of a public notice sign by County personnel in conjunction with the application for an alcohol license).

RECOMMENDATION OF THE BALDWIN COUNTY SHERIFF'S OFFICE

The Applicant is required to take copies of the completed County and State Alcohol License Applications to the Baldwin County Sheriff's Office in Bay Minette. The Sheriff's Office will make a recommendation to the County Commission regarding the license approval.

SCHEDULING OF THE PUBLIC HEARING

At such time the Administration staff has received all required documentation and verifications, a public hearing date will be scheduled and the applicant will be informed of the date/time in writing.

ADVERTISING REQUIREMENTS

Planning staff will place a public notice sign on the subject property once the public hearing date has been issued. Planning staff will take site photos and generate maps of the subject property, which will be published in the County Commission meeting agenda for the public hearing. The public notice sign will be removed by Planning staff after the public hearing has been held and the County Commission has taken action on the license request.

The announcement of the public hearing required by this policy shall be advertised by the applicant in a local newspaper of general circulation within Baldwin County. The original, sealed proof of publication (affidavit) shall be presented to the Commission on or before the public hearing date. The advertisements must be published as follows:

Special Events Licenses 30 Days or Less ~~Excluding Non-Profit Tax Exempt Special Events Retail License (Non-Renewable): and/or Non-Profit Tax Exempt (Non-Renewable)~~: Advertisement must run once prior to public hearing date

All Other Licenses (Annual Renewal): Advertisement must run three consecutive weeks prior to public hearing date

Non-Profit Tax Exempt Special Events Retail License 7 Days or Less (Non-Renewable): Applicants are required to provide a letter to the Baldwin County Commission notifying the Commission of the event. Approval from the local governing body is not required.

COMMISSION ACTION AND NOTIFICATION OF DECISION

At the public hearing, the County Commission will vote on the alcohol license request. The ABC Board and the Applicant will be notified in writing of the Commission's decision.

FORMS/ATTACHMENTS/EXHIBITS

1. Baldwin County Commission Location Verification Request
2. Baldwin County Alcohol License Application
3. Consent for Inspection Form

Miranda N. McKinnon

Subject: FW: 240 NON-PROFIT APPLICATION

From: Dean, Betty (ABC) <Betty.Dean@abc.alabama.gov>

Sent: Monday, July 23, 2018 11:24 AM

To: Anu Gary <AGary@baldwincountyal.gov>; CANDACE ANTINARELLA <CITYCLERK@DAPHNEAL.COM>; JENNY WHITE <clerkms@gulftel.com>; KATY TAYLOR <ktaylor@cityoffoley.org>; LISA HANKS <lisa.hanks@cofairhope.com>; LISA SALTER <TOWNOFELBERTA@GULFTEL.COM>; MARY LYNN WILLIAMS <cityclerk@cityofspanishfort.com>; MELISSA LAWRENCE <melissal@townofloxley.org>; Monica Taylor <MTAYLOR@baldwincountyal.gov>; NIKKI HAGLER <SHILLTOWNCLERK@GULFTEL.COM>; RENEE EBERLY <reberly@cityoforangebeach.com>; Rita Diedtrich <RDiedtrich@ci.bay-minette.al.us>; SHANNON BURKETT <shannonburkett@robertsdale.org>; WANDA PARRIS <wparris@gulfshoresal.gov>

Subject: 240 NON-PROFIT APPLICATION

City Clerks,

Just wanted to bring it to your attention that the Alabama ABC Board will not be requiring an approval letter, insurance certificate or photos for the 240 Non-Profit Application.

We will require the applicant to provide the Alabama ABC Board with a copy of an event notification letter sent to the Local Governing Officials.

I have attached a copy of the application for your review.

If you have any questions, please feel free to give me a call.

Thanks,

Betty Dean
Alabama ABC Board
Division A Licensing and Compliance
20210 Highway 59, Suite 5
Summerdale, AL 36580
(251) 947-2971, Fax,(251) 947-2972
www.alabcboard.gov

1 HB414
2 191461-3
3 By Representative Ford
4 RFD: Economic Development and Tourism
5 First Read: 13-FEB-18

1
2 ENROLLED, An Act,

3 Relating to the sale of alcoholic beverages; to
4 provide for the issuance of a nonprofit special events retail
5 license for the sale of beer, wine, and liquor; to authorize
6 the donation of distilled beer, wine, and liquor by
7 nonlicensed persons; and to amend Section 28-3A-6, Code of
8 Alabama 1975, as last amended by Act 2017-404, 2017 Regular
9 Session, relating to donations of alcoholic beverages to
10 charitable events, to provide that a manufacturer licensee of
11 beer or wine may donate its product to a licensed nonprofit
12 special event operated by a nonprofit organization.

13 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

14 Section 1. Definitions.

15 As used in Sections 1 through 9, the following words
16 shall have the following meanings:

17 (1) NONPROFIT SPECIAL EVENTS RETAIL LICENSE. A
18 license issued pursuant to Section 2 for the sale of beer,
19 wine, or liquor.

20 (2) QUALIFYING ORGANIZATION. A bona fide nonprofit
21 organization operating in the state that satisfies all of the
22 following requirements:

23 a. Operates without profit to the organization's
24 members.

1 b. Is exempt from taxation under Section 501 of the
2 Internal Revenue Code.

3 c. Satisfies at least one of the following
4 requirements:

5 1. Has been continuously in existence in the state
6 for a minimum of three years.

7 2. Is affiliated with a parent organization that has
8 been in existence in the state for a minimum of three years.

9 3. Has reorganized and is continuing its mission
10 under a new name on file with the Secretary of State and with
11 a new tax identification number after having satisfied the
12 requirements set forth in either subparagraph 1. or 2.

13 **Section 2. Licensed authorized.**

14 The board may issue a Nonprofit Special Events
15 Retail License for the sale of beer, wine, and liquor to a
16 qualifying organization.

17 Section 3. Applications for Nonprofit Special Events
18 Retail License.

19 (a) Applications for a Nonprofit Special Events
20 Retail License shall be made with the board at least 25
21 calendar days prior to the event on forms provided by the
22 board and shall be verified by oath or affirmation of an
23 officer or director of the qualifying organization who is
24 authorized to do so.

1 (b) The applicant shall provide the Alcoholic
2 Beverage Control Board all of the following:

3 (1) Documentation to show that the nonprofit is a
4 qualifying organization.

5 (2) A notarized, signed statement of proper
6 authority from the person signing the application.

7 (3) Date, time, and address of the event location.
8 The applicant may also include an alternate event date or
9 location.

10 (4) Documentation of authority for use of property
11 for the requested event.

12 (5) Copy of letter notifying the local governing
13 officials of the event.

14 (c) A qualifying organization that applies for a
15 Nonprofit Special Events Retail License shall not be required
16 to provide evidence of liquor liability insurance.

17 (d) The board may request additional documentation
18 at its discretion.

19 (e) Nonprofit Special Event Retail Licenses are not
20 renewable and are valid for a period not to exceed seven days,
21 and are issued upon terms and conditions as the board may
22 prescribe.

23 Section 4. Donated alcohol.

24 Beer, wine, and liquor may be donated by a
25 nonlicensed person.

1 Section 5. Rulemaking authority.

2 The board may adopt rules necessary for the
3 implementation and administration of this act.

4 Section 6. Section 28-3A-6, Code of Alabama 1975, as
5 last amended by Act 2017-404 of the 2017 Regular Session, is
6 amended to read as follows:

7 "§28-3A-6.

8 "(a) Upon applicant's compliance with the provisions
9 of this chapter and the regulations made thereunder, the board
10 shall issue to applicant a manufacturer license which shall
11 authorize the licensee to manufacture or otherwise distill,
12 produce, ferment, brew, bottle, rectify, or compound alcoholic
13 beverages within this state or for sale or distribution within
14 this state. No person shall manufacture or otherwise distill,
15 produce, ferment, brew, bottle, rectify or compound alcoholic
16 beverages within this state or for sale or distribution within
17 this state or to the state, the board, or any licensee of the
18 board, unless such person or the authorized representative of
19 the person shall be granted a manufacturer license issued by
20 the board.

21 "(b) No manufacturer licensee shall sell any
22 alcoholic beverages direct to any retailer or for consumption
23 on the premises where sold except as specified under
24 subsection (h), nor sell or deliver any such alcoholic
25 beverages in other than original containers approved as to

1 capacity by the board and in accordance with standards of fill
2 prescribed by the U. S. Treasury Department, nor maintain or
3 operate within the state any place or places, other than the
4 place or places covered by the manufacturer license, where
5 alcoholic beverages are sold or where orders are taken.

6 "(c) Each manufacturer licensee shall be required to
7 file with the board, prior to making any sales in Alabama a
8 list of its labels to be sold in Alabama and shall file with
9 the board its federal certificate of label approvals or its
10 certificates of exemption as required by the U. S. Treasury
11 Department. All liquors and wines whose labels have not been
12 registered as herein provided for shall be considered
13 contraband and may be seized by the board or its agents, or
14 any peace officer of the State of Alabama without a warrant
15 and the goods shall be delivered to the board and disposed of
16 as provided by law.

17 "(d) All such manufacturer licensees shall be
18 required to mail to the board prior to the twentieth day of
19 each month a consolidated report of all shipments of alcoholic
20 beverages made to each wholesaler during the preceding month.
21 Such reports shall be in such form and containing such
22 information as the board may prescribe.

23 "(e) Every manufacturer shall keep at its principal
24 place of business within the state, daily permanent records
25 which shall show the quantities of raw materials received and

1 used in the manufacture of alcoholic beverages, and the
2 quantities of alcoholic beverages manufactured and stored, the
3 sale of alcoholic beverages, the quantities of alcoholic
4 beverages stored for hire or transported for hire by or for
5 the licensee and the names and addresses of the purchasers or
6 other recipients thereof.

7 "(f) Every place licensed as a manufacturer shall be
8 subject to inspection by members of the board or by persons
9 duly authorized and designated by the board at any and all
10 times of the day or night as they may deem necessary, for the
11 detection of violations of this chapter, of any law, or of the
12 rules and regulations of the board, or for the purpose of
13 ascertaining the correctness of the records required to be
14 kept by the licensees. The books and records of such licensees
15 shall, at all times, be open to inspection by members of the
16 board, or by persons duly authorized and designated by the
17 board. Members of the board and its duly authorized agents
18 shall have the right, without hindrance, to enter any place
19 which is subject to inspection hereunder, or any place where
20 such records are kept for the purpose of making such
21 inspections and making transcripts thereof.

22 "(g) Licenses issued under this section shall,
23 unless revoked in the manner provided in this chapter, be
24 valid for the license year commencing January 1 of each year.

1 "(h) (1) A manufacturer licensee actively and
2 continuously engaged in the manufacture of alcoholic beverages
3 on the manufacturer's licensed premises in the state may
4 conduct tastings or samplings on the licensed premises, as
5 regulated by the ABC Board except as to quantity and hours of
6 operation, or as otherwise provided by statute, and for that
7 purpose give away or sell alcoholic beverages manufactured
8 there for consumption on only one premises where manufactured.

9 "All alcoholic beverages manufactured and retained
10 on the manufacturer's licensed premises for tasting or
11 sampling shall remain on the premises and be dispensed from a
12 barrel or keg or other original containers.

13 "(2) Notwithstanding subdivision (1), a manufacturer
14 licensee engaged in the manufacture of less than 60,000
15 barrels of beer per year may sell at retail on its licensed
16 premises in the state, for off-premises consumption, beer
17 produced at that licensed premises; provided, however, beer
18 sold for off-premises consumption: May not exceed 288 ounces
19 per customer per day; may not be produced pursuant to a
20 contract with another manufacturer; and shall be sealed,
21 labeled, packaged, and taxed in accordance with state and
22 federal laws and regulations. For purposes of this
23 subdivision, beer produced by a parent, subsidiary, or
24 affiliate of the licensee, or by a contract brewery,

1 regardless of where the beer is produced, shall be included
2 for purposes of calculating the 60,000 barrel limit.

3 "(3) A manufacturer licensee engaged in the
4 manufacture of liquor on the manufacturer's licensed premises
5 in the state may sell at retail on its licensed premises, for
6 off-premises consumption, liquor manufactured at that licensed
7 premises; provided, however, liquor sold for off-premises
8 consumption may not exceed 750 milliliters per customer per
9 day and shall be sealed, labeled, packaged, and taxed in
10 accordance with state and federal laws and regulations. The
11 manufacturer licensee shall keep and maintain records for
12 three years of all sales for off-premises consumption.

13 "(4) Notwithstanding subdivision (1), the board may
14 grant a permit allowing a manufacturer licensee engaged in the
15 manufacture of less than 50,000 gallons of table wine per year
16 in the state to establish and operate one additional off-site
17 tasting room to be used to conduct tastings or samplings and
18 to sell at retail the licensee's table wine. The board may
19 also grant a single permit allowing an association
20 representing the majority of wineries and grape growers in the
21 state to establish and operate one off-site tasting room to be
22 used to conduct tastings and samplings and to sell at retail
23 table wines produced by wine manufacturer licensees in the
24 state. An applicant for an off-site tasting room permit shall
25 file a written application with the board in such form and

1 containing such information as the board may prescribe, along
2 with proof of consent and approval from the appropriate
3 governing authority in which the off-site tasting room is to
4 be located and a filing fee of fifty dollars (\$50). All state
5 and federal laws and regulations applicable to on-site tasting
6 rooms shall apply to an off-site tasting room. Wine sold at an
7 off-site tasting room for off-premises consumption may not
8 exceed one case of wine per customer per day. For purposes of
9 this subdivision, one case of wine means the equivalent of
10 twelve 750-milliliter bottles of wine.

11 "(i) (1) In addition to the licenses provided for by
12 Chapter 3A of this title, and any county or municipal license,
13 there is levied on the manufacturer of the alcoholic beverages
14 dispensed on the premises the privilege or excise tax imposed
15 on beer by Sections 28-3-184 and 28-3-190; and imposed on
16 table wine by Section 28-7-18; and imposed on liquor by
17 Sections 28-3-200 to 28-3-205, inclusive. Every manufacturer
18 licensee shall file the tax returns, pay the taxes, and
19 perform all obligations imposed on wholesalers at the times
20 and places set forth therein. It shall be unlawful for any
21 manufacturer licensee who is required to pay the taxes so
22 imposed in the first instance to fail or refuse to add to the
23 sale price and collect from the purchaser the required amount
24 of tax, it being the intent and purpose of this provision that
25 each of the taxes levied is in fact a tax on the consumer,

1 with the manufacturer licensee who pays the tax in the first
2 instance acting merely as an agent of the state for the
3 collection and payment of the tax levied by Section 28-3-184;
4 as an agent for the county or municipality for the collection
5 and payment of the tax levied by Section 28-3-190; as an agent
6 for the county or municipality for collection and payment of
7 the tax levied by Section 28-7-18; and as an agent for the
8 state for collection and payment of the tax levied by Sections
9 28-3-200 to 28-3-205, inclusive.

10 "(2) The manufacturer licensee shall keep and
11 maintain all records required to be kept and maintained by
12 manufacturer, wholesaler, and retailer licensees for the tax
13 so levied except that manufacturers are not required to
14 maintain name, address, or other personal demographic
15 information for sales as provided in subsection (h).

16 "(j) A manufacturer licensee engaged in the
17 manufacture of beer in the state may donate and deliver up to
18 ~~two kegs~~ up to 31 gallons of the manufacturer's beer to a
19 licensed ~~charitable~~ nonprofit special event operated by or on
20 behalf of a nonprofit organization. Donations shall be taxed
21 in accordance with state and federal laws and regulations. Any
22 beer remaining at the conclusion of the ~~charitable~~ nonprofit
23 event shall be returned to the manufacturer for disposal.

24 "(k) A manufacturer licensee engaged in the
25 manufacture of table wine in the state may donate and deliver

1 up to two cases of the manufacturer's table wine to a licensed
2 ~~charitable~~ nonprofit special event operated by or on behalf of
3 a nonprofit organization. Donations shall be taxed in
4 accordance with state and federal laws and regulations. Any
5 table wine remaining at the conclusion of the ~~charitable~~
6 nonprofit event shall be returned to the manufacturer for
7 disposal."

8 Section 7. This act shall become effective on the
9 first day of the third month following its passage and
10 approval by the Governor, or its otherwise becoming law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

Speaker of the House of Representatives

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in
and was passed by the House 08-MAR-18.

Jeff Woodard
Clerk

Senate

20-MAR-18

Passed



Baldwin County Commission

Agenda Action Form

File #: 18-0861, **Version:** 1

Item #: Q2

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Revision of Baldwin County Commission Policy #2.13 - Public Records Access and Rates Schedule

STAFF RECOMMENDATION

Adopt the revised Baldwin County Commission Policy #2.13 - Public Records Access and Rates Schedule and incorporate said revised policy into the Baldwin County Policies and Procedures Book.

BACKGROUND INFORMATION

Previous Commission action/date: February 21, 2017 - Last revision to policy.

Background: BCC Policy #2.13 describes the procedures regarding public records access requests and sets the rate schedule for related fees.

Staff has reviewed Policy #2.13 and determined it should be updated. If the proposed policy is adopted by the Commission, it will revise the rate schedule by eliminating the County Attorney fees from the schedule.

RATES SCHEDULE

Standard copies (up to 11 x 17 in size): 25¢ per page

Charges for maps, plats and other large documents are set by the applicable department.

Certifications: \$1.00 per certification

Staff Labor: Hourly pay rate of the least-paid employee of the applicable department who can respond to the request including benefits as posted on Baldwin County salaries online, billed at quarter hour increments.

~~County Attorney Review: \$225.00 per hour, billed at quarter hour increments~~

Deposit: A deposit is required if the Records Manager determines that more than one (1) hour of

staff time is needed to respond to a 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: Administration and CIS Departments

Administration

- 1) Update Policy Books/BCAP.
- 2) Update County webpage for public records info and request form.
- 3) Email a copy of the revised policy to Department Heads.

CIS

- 1) Revise fillable form and add it to the webpage for public records.

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

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION

POLICY #2.13	
Subject	Public Records Access and Rates Schedule
Date Adopted	TBD
Agenda Item	TBD
Obsolete Versions	April 21, 1992 Minutes Book 11, pg. 292 February 17, 1974 Minutes Book 4, pg. 119 May 4, 1993 Minutes Book 13, pg. 214 February 19, 2008 Minutes Page 26 January 17, 2012 Agenda Item EA1 February 21, 2017 Agenda Item BA3

POLICY STATEMENT

This policy describes the procedures regarding public records access requests, and sets the rate schedule for related fees.

The County Commission and its departments will accept written requests for information from the public. Once staff receives the Public Records Access Request, the requested information shall be made available to the requestor within ten (10) business days; however, it is noted that some requests may require substantial time to collect and therefore could take additional time. In such cases when staff anticipates the collection of documents will exceed ten (10) business days, staff will inform the requestor of a date and time when the documentation will be available for review. In order to provide said public records and continue to maintain proper office operation, a time will be arranged for the citizen to come to the County office where the requested records are located to inspect and view the files, provided that requested records are not covered by known Right to Privacy Limitations or other sensitive document restrictions. The citizen has the right to request assistance in locating said records and to have copies made of the same.

COSTS: The County is permitted by law to recoup reasonable costs incurred in providing public records which can include retrieval, research, and duplication and preparation time. The requestor will be provided in advance with estimated cost for materials, labor and shipping or delivery.

LABOR: No labor charge is imposed when a nominal amount of staff time is needed to respond to a request. Requests requiring more than 15 minutes of staff time shall be charged at the hourly rate of the least-paid staff member of the applicable department who can respond to the request. ~~Any review/research time by the County Attorney shall be charged at the hourly rate of \$225.00.~~

DEPOSIT: A deposit is required when the Records Manager determines that more than one (1) hour of staff time will be needed to respond to a request. If the final cost is less than the deposit, the difference will be refunded; if greater, the additional cost must be paid prior to delivery or review of the records.

RATES SCHEDULE	
Standard copies (up to 11 x 17 in size)	25¢ per page Charges for maps, plats and other large documents are set by the applicable department.
Certifications	\$1.00 per certification
Staff Labor	Hourly pay rate of the least-paid employee of the applicable department who can respond to the request including benefits as posted on Baldwin County salaries online, billed at quarter hour increments.
County Attorney Review	\$225.00 per hour, billed at quarter hour increments
Deposit	A deposit is required if the Records Manager determines that more than one (1) hour of staff time is needed to respond to a request.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. Once the Baldwin County Public Records Access Request Form is received from the requestor at the Records Manager's Office, staff forwards the request via email to the Department Head and applicable staff members of the appropriate County Department. The requested records will be made available to the requestor within ten (10) working days. An appointment will be made for the

requestor to view the records in the County facility where said records are located. Copies of the documents will be made by staff as requested.

2. Each department is responsible for logging staff time and for providing the requested information/documents and a detailed invoice to the Records Manager. The Records Manager provides the invoice to the requestor which must be paid prior to the delivery of the information.

3. Staff will retain copies of all information/documentation provided to the requestor.

FORMS/ATTACHMENTS/EXHIBITS

1. Baldwin County Public Records Access Request Form

BALDWIN COUNTY, ALABAMA
PUBLIC RECORDS ACCESS REQUEST

Availability Statement: The Baldwin County Commission (Commission) acknowledges the public records access as provided by Code of Alabama (36-12-40); and further defined under Code of Alabama (41-13-1); however, in order to provide said public records and continue to maintain proper office operation, the Commission stipulates that requests for all public records shall be made in writing and upon receipt of the written request, the Commission further stipulates that the requested documents will be made available to the requester within ten (10) working days of the request, provided that requested records are not covered by known Right to Privacy Limitations or other sensitive document restrictions.

I, _____, request access to the below described public records. I further acknowledge that I have the right to request assistance in the locating of said records, and to have copies made of the same; and that any time spent by county personnel for records location research shall be charged at the hourly pay rate of the employee conducting the research. ~~Any review/research time by the County Attorney shall be charged at the hourly rate of \$225.00.~~ I understand that a deposit will be required if more than one (1) hour of staff time will be needed to respond my request. The established cost for copies of records has been set at .25 cents per page for standard copies up to 11 x 17 in size. Charges for maps, plats and other large documents are set by the applicable department. Certification of documents has been set at \$1.00 per certification. I fully acknowledge and guarantee payment for these services to the Baldwin County Commission.

Print name: _____

Signature: _____ Date: _____

Mailing address: _____

City, State, Zip Code: _____

Contact number: _____ Email: _____

Records requested: _____

FOR OFFICE USE ONLY

Date Request Received (Staff Date/Initial):	
Employee(s)/Department(s) Responding to Request:	
Additional Information/Notes:	



BALDWIN COUNTY COMMISSION

POLICY #2.13		
Subject	Public Records Access and Rates Schedule	
Date Adopted	February 21, 2017	
Agenda Item	BA3	
Obsolete Versions	April 21, 1992	Minutes Book 11, pg. 292
	February 17, 1974	Minutes Book 4, pg. 119
	May 4, 1993	Minutes Book 13, pg. 214
	February 19, 2008	Minutes Page 26
	January 17, 2012	Agenda Item EA1

POLICY STATEMENT

This policy describes the procedures regarding public records access requests, and sets the rate schedule for related fees.

The County Commission and its departments will accept written requests for information from the public. Once staff receives the Public Records Access Request, the requested information shall be made available to the requestor within ten (10) business days; however, it is noted that some requests may require substantial time to collect and therefore could take additional time. In such cases when staff anticipates the collection of documents will exceed ten (10) business days, staff will inform the requestor of a date and time when the documentation will be available for review. In order to provide said public records and continue to maintain proper office operation, a time will be arranged for the citizen to come to the County office where the requested records are located to inspect and view the files, provided that requested records are not covered by known Right to Privacy Limitations or other sensitive document restrictions. The citizen has the right to request assistance in locating said records and to have copies made of the same.

COSTS: The County is permitted by law to recoup reasonable costs incurred in providing public records which can include retrieval, research, and duplication and preparation time. The requestor will be provided in advance with estimated cost for materials, labor and shipping or delivery.

LABOR: No labor charge is imposed when a nominal amount of staff time is needed to respond to a request. Requests requiring more than 15 minutes of staff time shall be charged at the hourly rate of the least-paid staff member of the applicable department who can respond to the request. Any review/research time by the County Attorney shall be charged at the hourly rate of \$225.00.

DEPOSIT: A deposit is required when the Records Manager determines that more than one (1) hour of staff time will be needed to respond to a request. If the final cost is less than the deposit, the difference will be refunded; if greater, the additional cost must be paid prior to delivery or review of the records.

RATES SCHEDULE	
Standard copies (up to 11 x 17 in size)	25¢ per page Charges for maps, plats and other large documents are set by the applicable department.
Certifications	\$1.00 per certification
Staff Labor	Hourly pay rate of the least-paid employee of the applicable department who can respond to the request including benefits as posted on Baldwin County salaries online, billed at quarter hour increments.
County Attorney Review	\$225.00 per hour, billed at quarter hour increments
Deposit	A deposit is required if the Records Manager determines that more than one (1) hour of staff time is needed to respond to a request.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. Once the Baldwin County Public Records Access Request Form is received from the requestor at the Records Manager's Office, staff forwards the request via email to the Department Head of the appropriate County Department. The requested records will be made available to the requestor within ten (10) working days. An appointment will be made for the requestor to view the records in the

County facility where said records are located. Copies of the documents will be made by staff as requested.

2. Each department is responsible for logging staff time and for providing the requested information/documents and a detailed invoice to the Records Manager. The Records Manager provides the invoice to the requestor which must be paid prior to the delivery of the information.

3. Staff will retain copies of all information/documentation provided to the requestor.

FORMS/ATTACHMENTS/EXHIBITS

1. Baldwin County Public Records Access Request Form

BALDWIN COUNTY, ALABAMA
PUBLIC RECORDS ACCESS REQUEST

Availability Statement: The Baldwin County Commission (Commission) acknowledges the public records access as provided by Code of Alabama (36-12-40); and further defined under Code of Alabama (41-13-1); however, in order to provide said public records and continue to maintain proper office operation, the Commission stipulates that requests for all public records shall be made in writing and upon receipt of the written request, the Commission further stipulates that the requested documents will be made available to the requester within ten (10) working days of the request, provided that requested records are not covered by known Right to Privacy Limitations or other sensitive document restrictions.

I, _____, request access to the below described public records. I further acknowledge that I have the right to request assistance in the locating of said records, and to have copies made of the same; and that any time spent by county personnel for records location research shall be charged at the hourly pay rate of the employee conducting the research. Any review/research time by the County Attorney shall be charged at the hourly rate of \$225.00. I understand that a deposit will be required if more than one (1) hour of staff time will be needed to respond my request. The established cost for copies of records has been set at .25 cents per page for standard copies up to 11 x 17 in size. Charges for maps, plats and other large documents are set by the applicable department. Certification of documents has been set at \$1.00 per certification. I fully acknowledge and guarantee payment for these services to the Baldwin County Commission.

Print name: _____

Signature: _____ Date: _____

Mailing address: _____

City, State, Zip Code: _____

Contact number: _____ Email: _____

Records requested: _____

FOR OFFICE USE ONLY

Date Request Received (Staff Date/Initial):	
Employee(s)/Department(s) Responding to Request:	
Additional Information/Notes:	



Baldwin County Commission

Agenda Action Form

File #: 18-0848, **Version:** 1

Item #: Q3

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Ono Island Water, Sewer and Fire Protection Authority - Board Appointment

STAFF RECOMMENDATION

Related to the Ono Island Water, Sewer and Fire Protection Authority, take the following actions:

- 1) Accept the resignation of John P. Fonde (place seat #3) effective August 1, 2018 and thank Mr. Fonde for his previous civic service on the board; and
- 2) Consider the appointment of one of the two following individuals for a pro-rata reduced six (6) year term, to fill place seat #3 and un-expired term John P. Fonde, said term to commence on September 4, and expire on March 1, 2023:

(SELECT ONE PERSON)

Mr. William Ericson

OR

Mr. Bruce Donaldson

BACKGROUND INFORMATION

Previous Commission action/date: August 15, 2017 - Last BCC appointment to board.

Background: Staff is in receipt of correspondence from Ms. Nancy Mackey, Property Owners Association (POA) of Ono Island, Inc. Administrator and Assistant Business Manager, stating that the POA and the Ono Island Water, Sewer and Fire Protection Authority respectfully request the appointment of Mr. William "Sparky" Ericson or Mr. Bruce Donaldson, to replace the place seat and unexpired term of Mr. John P. Fonde, Jr., who resigned effective August 1, 2018, as a member of the Board of Directors of the Ono Island Water, Sewer and Fire Protection Authority.

Staff received an additional email on August 22, 2018, from the Ono Island Property Owners' Association, Mr. Ericson and Mr. Donaldson, verifying that both candidates meet the qualifications to

be appointed to the Authority.

GENERAL BOARD INFORMATION:

Established in 1993, the Ono Island Water, Sewer and Fire Protection Authority is a public corporation and is statutorily governed by §11-88-1, Code of Alabama 1975. The term of each member of the Board of Directors is six (6) years.

Originally established as a three-member Board, at the November 17, 2015, Baldwin County Commission meeting, the Baldwin County Commission, pursuant to Section §11-88-5(d), Code of Alabama 1975, adopted Resolution #2016-022 which approved the Application of the Ono Island Water, Sewer and Fire Protection Authority for approval of an Amendment to its Certificate of Incorporation to increase its number of Directors from three (3) to five (5). At the March 3, 2016, Baldwin County Commission meeting, the Commission appointed two new members to the Board of Directors of the Ono Island Water, Sewer and Fire Protection Authority.

The required qualifications for citizens to be appointed to the Authority as set forth in §11-88-6, Code of Alabama 1975 are:

- 1) Be a duly qualified elector (i.e. registered voter) in Baldwin County
- 2) Be a resident of that part of the service area of the Authority
- 3) Be an owner of real property in that part of the service area of the Authority
- 4) Cannot be an officer of the state, county or municipality during tenure of office

All regular appointments, and appointments of vacancies, to the Ono Island Water, Sewer and Fire Protection Authority are made by the Baldwin County Commission. Pursuant to §11-88-6(d), Code of Alabama 1975, each election of a director, whether for a full six-year term or to complete an unexpired term, shall be made not earlier than 30 days prior to the date on which such director is to take office as such (i.e. the County Commission cannot make appointments thirty-one (31) days or more in advance).

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:

Update Board List

Appointment letter to:

TBD

Thank you letter to:

Mr. John P. Fonde, Jr.
31813 Shoalwater Drive
Orange Beach, Alabama 36561

copy:

Mr. Peter Stritzinger, III, Chairman
Ono Island Water, Sewer and Fire Protection Authority

c/o Nancy Mackey, Administrator and Assistant Business Manager
Property Owners Association of Ono Island, Inc.
28491 Ono Boulevard
Orange Beach, Alabama 36561

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

N/A

Additional instructions/notes: N/A



John P. Fonde', Jr.
31813 Shoalwater Drive
Orange Beach, AL 36561
251-421-0164

July 19, 2018

Honorable Frank Burt, Jr. Chairman
Baldwin County Commissioner
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

RE: Ono Island Water Sewer and Fire Protection Authority

Dear Sirs:

Please accept this letter as my notice of resignation from the Ono Island Water, Sewer and Fire Protection Authority effective August 1, 2018. I have recently been elected to the Ono Island Property Owners Association Board of Directors and while there is no prohibition on serving in both capacities, I can see a time when there could be a possible conflict of interest trying to serve in both capacities. Therefore, I am submitting my resignation.

It has been a pleasure to have served my community in the capacity of a member of the "Fire Board" as it is commonly called and I appreciate your support in having named me to that position.

Sincerely,



John P. Fonde, Jr.



PROPERTY OWNERS ASSOCIATION OF ONO ISLAND, INC.

28491 ONO BOULEVARD - ORANGE BEACH, ALABAMA 36561

Phone (251) 980-5152 / Fax (251) 980-5146



July 27, 2018

Honorable Frank Burt, Jr. Chairman
Baldwin County Commission
312 Courthouse Square, Ste. 12
Bay Minette AL 36507

Dear Honorable Burt,

The Board of Directors for the Property Owners Association of Ono Island, Inc., during regular session of July 26, 2018, unanimously voted to support the decision of the Ono Island Water, Sewer and Fire Protection Authority to appoint one of the two candidates to fill the unexpired term of John P. Fonde' Jr. as follows:

William "Sparky" Ericson
30460 Harbor Drive
Orange Beach AL 36561

Bruce Donaldson
31043 Peninsula Drive
Orange Beach AL 36561

If you need additional information, please feel free to contact me at 251-980-5152 or by email to administrator@onoislandpoa.com.

Sincerely,


Nancy Mackey, Administrator

Ono Island Fire Protection Authority
28491 Ono Blvd – Orange Beach, AL 36561
Phone: 251-980-5152 – Email: shannon@onoislandpoa.com



August 6, 2018

Honorable Frank Burt, Jr. Chairman
Baldwin County Commission
312 Courthouse Square, Ste. 12
Bay Minette AL 36507

Dear Honorable Burt,

The purpose of this letter is to advise that John P. Fonde' Jr. has resigned as a member of the Ono Island Water, Sewer and Fire Protection Authority effective August 1, 2018. Mr. Fonde' term expires March 1, 2023. A copy of his resignation is attached.

As a result, the Ono Island Water, Sewer and Fire Protection Authority hereby respectfully requests and recommends that the Commission appoint one (1) of the two (2) individuals listed below to fulfill the remaining vacant term of Mr. Fonde'.

William "Sparky" Ericson
30460 Harbor Drive
Orange Beach AL 36561

Bruce Donaldson
31043 Peninsula Drive
Orange Beach AL 36561

Attached for your review is a copy of each candidates resume. The current members are confident that each candidate is well qualified and would be an asset to the Ono Island Water, Sewer and Fire Protection Authority.

In conclusion, it is requested that this item be placed on the next earliest County Commission agenda for consideration and approval. If you need additional information, please feel free to contact the Island Administrator and Assistant Business Manager, Nancy Mackey at 251-980-5152 or myself at 251-980-6094 or 334-341-3216.

Thank you for your consideration in this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Peter Stritzinger, III".

Peter Stritzinger, III, Chairman
Ono Island Water, Sewer and Fire Protection Authority

Enclosures:

- Resumes of William "Sparky" Ericson and Bruce Donaldson
- Endorsement of the Board of Directors, Property Owners Association of Ono Island, Inc.

Bruce Donaldson
31043 peninsula Drive
Orange Beach AL.

Personal:

Married for 52 years

Retired after 35 years from Chrysler Corporation

Full time resident on Ono Island starting 2001.

Bachelors Degree in Business Administration from Fontbonne University in St Louis

Work experience:

Multiple assignments in Manufacturing Operations, 3 Assembly Plants in two states (Missouri and Delaware) from 1966-1985.

Moved to Staff position as Minivan Advance Manufacturing Engineering Program Executive with responsibility for facility planning, tooling development and manufacturability of new models for three assembly plants. (St. Louis MO, Windsor Canada and Graz Austria)

Volunteer Activities:

Orange Beach Volunteer Firefighter/EMT for 10 years operating out of Station 4

Appointed as a Ono Island Fire, Water and Sewer Board member for 5 years and resigned due to potential conflict of interest during Fire contract negotiations with Orange Beach

Member of Orange Beach Volunteer Firefighter Board for 6 years

Served 2 Terms on Ono Island POA Board of Directors

Served a C.E.R.T. Team member for 6 years and later as the Team Leader of Ono Island Emergency Management Operations for 5 years.

I am currently retired from all volunteer activities.

WILLIAM "SPARKY" ERICSON
30460 HARBOR DRIVE
ORANGE BEACH, AL
925-324-5569
SPARKYE57@YAHOO.COM

TERRITORY SALES MANAGER

2011 - 2017

Wattco Equipment Company, Fairfield, CA

Northern California Territory Sales Manager for sales of multiple product lines serving Fire Department, Police, and Emergency Services in Public and Private Fleets.

Developed long-term relationships at each level of client organization by identifying client needs and providing integrated product solutions.

Consistently increased sales year-over-year. Received multiple sales awards.

Primary sales consultant for Wattco in-house installation facility focusing on Fire Department and Police command vehicles. Provided customers with assistance in developing vehicle design specifications.

Direct project management of client's vehicle build in conjunction with internal staff.

Assisted in training and mentoring new Sales Representatives.

BATTALION CHIEF

1988 - 2011

Contra Costa County Fire Protection District, Pleasant Hill, CA

CCCFFPD is an "all-risk" department with over 300+ firefighters located in the Northern California Bay Area, providing services for residential, commercial, high-rise, industrial, airport, petrochemical, and mass transit emergencies.

Attained five promotions from 1988 to 2011: Firefighter, Engineer/Paramedic, Captain/Paramedic, Training Captain, Battalion Chief.

Managed District apparatus replacement program including developing new apparatus specifications in line with department diverse needs. Responsible for oversight of all phases of development, construction, and delivery acceptance for 11+ years.

Promotional testing evaluator for multiple outside public safety agencies.

Fire academy instructor.

Guest speaker at Fire Fighter workshops in departments across Northern California.

COMMERCIAL HELICOPTER PILOT/FLIGHT INSTRUCTOR

1994-1995

Sacramento Executive Helicopters, Sacramento, CA

Provided primary flight instruction to student pilots learning to fly helicopters.

Acted as Pilot-In-Command during charter flights.

ADDITIONAL RELEVANT EXPERIENCE:

Volunteer Assistant Fire Chief, Cordelia Fire District, Cordelia CA 2007-2008

Firefighter, Monterey City Fire Department, Monterey, CA 1987- 1988

Fire Engineer, Naval Postgraduate School Fire Department, Monterey, CA 1984-1987

E6 Petty Officer, United States Coast Guard 1977-1983

Anu Gary

From: Shannon Harrison <onoislandacc@gmail.com>
Sent: Tuesday, August 21, 2018 4:48 PM
To: Anu Gary
Cc: 'Larry Chamblee'; Pete Stritzinger; Shannon Harrison
Subject: RE: Ono Island Water, Sewer and Fire Authority

Anu,

I am filling in for Nancy Macey while she is out on a leave of absence.

Please feel free to contact me should you need any information for the Ono Island Fire Protection Authority OR the Ono Island POA.

I have confirmed with both parties they qualify on all accounts.

What verification would you need for these 3 items?

Would an HOA bill and their property tax info work?

**Not sure how to send verification on the 4th item unless you want a written statement.
I'm attaching their email responses below:**

To whom it may concern:

1. I am a registered voter in Baldwin County.
2. I am a permanent resident on Ono Island.
3. We own our property at 30460 Harbour dr, OB. AL.
4. I am not an officer currently, nor will I become an officer; of the State of Alabama, Baldwin County, or any municipality.

Thank you.

Respectfully,

William E. Ericson

Yes I am a registered voter in Baldwin County

Yes I am a resident of the service area, Ono Island

Yes I am a property owner on Ono Island

No I am not, and do not plan to be a officer of the state, county or any municipality

Bruce Donaldson

**I can forward you their direct email if that would be helpful. Just let me know what you need.
Thank you,**

*Shannon L. Harrison
Ono Island Property Owners Association
Office Manager / Architectural Control Coordinator
& Ono Island Fire Protection Authority Admin.
28491 Ono Blvd - Orange Beach, AL 36561
shannon@onoislandpoa.com*

This email is intended only for the recipient to which it is addressed. If this is received in error please notify the sender and delete immediately thereafter; no permission is given to forward any privileged or private information to any other party.

From: Nancy Mackey <administrator@onoislandpoa.com>
Sent: Monday, August 20, 2018 6:18 PM
To: Shannon Harrison <onoislandacc@gmail.com>; lchamblee@gulftel.com; rpstritzinger@gmail.com
Subject: Fwd: Ono Island Water, Sewer and Fire Authority

Shannon,

Please verify as requested.

Thanks
Nancy

Get [Outlook for Android](#)

From: Anu Gary <AGary@baldwincountyal.gov>
Sent: Monday, August 20, 2018 4:29:42 PM
To: Nancy Mackey
Cc: Anu Gary; Keri Green; Monica Taylor; Miranda N. McKinnon
Subject: Ono Island Water, Sewer and Fire Authority

Hi Nancy!

Can you verify that Mr. William Ericson and Mr. Bruce Donaldson, the two candidates to replace Mr. Fonde on the board of directors, meet the following qualifications.

The required qualifications for citizens to be appointed to the Authority as set forth in §11-88-6, Code of Alabama 1975 are:

- 1) Be a duly qualified elector (i.e. registered voter) in Baldwin County (County Admin. will verify with BOR)
- 2) Be a resident of that part of the service area of the Authority (Need verification)
- 3) Be an owner of real property in that part of the service area of the Authority (Need verification)
- 4) Cannot be an officer of the state, county or municipality during tenure of office (Need verification)

The agenda item is going to the August 28th work session and September 4th regular meeting.

Thank you!

Anu

Anu Gary
Baldwin County Commission
Administration/Records Manager
312 Courthouse Square, Ste. 12
Bay Minette, AL 36507
(251) 580-2564 office
(251) 580-2500 fax



Virus-free. www.avg.com

ONO ISLAND WATER, SEWER & FIRE PROTECTION AUTHORITY

General Board Information:

Appointed by Baldwin County Commission

Five (5) members

Term of each member is six (6) years

Appointments must be made not earlier than thirty (30) days prior to expiration of applicable term

All members must be qualified electors of Baldwin County and not an officer of the state, county or municipality during term and a resident of and owner of real property in the service area of the Authority in Baldwin County

Compensation of Board Members: Chairman \$500 annually; other Board Members \$10 per meeting attended not to exceed \$250 annually

Originally established in 1993

Statutory Authority - §11-88-1, et seq., Code of Alabama 1975

Further Reference - Miscellaneous Book 74, p. 373-396, Office of Judge of Probate of Baldwin County, Alabama

PLACE	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
#1	Rudolph Peter Stritzinger, III 3975 Pampano Key Orange Beach, AL 36561	Reappointed 04/02/2013 term continuing from 03/01/2013	6 years	03/01/2019
#2	Larry K. Chamblee 30896 River Road Orange Beach, AL 36561	Reappointed 02/18/2015 term effective 03/01/2015	6 years	03/01/2021
#3	John P. Fonde, Jr. 31813 Shoalwater Drive Orange Beach, AL 36561	Reappointed 08/15/2017 for a pro-rata reduced term	6 years	03/01/2023
#5	Kevin E. Sloan 30147 Ono Boulevard Orange Beach, AL 36561	Appointed 03/15/2016 for a pro-rata reduced term	6 years	03/01/2021
#6	Gaillard Bixler 30222 River Road Orange Beach, AL 36561	Appointed 03/15/2016 for a pro-rata reduced term	6 years	03/01/2019

*THESE APPOINTMENTS END AT 12:00 NOON

*The Authority amended its by-laws on February 26, 2016, to increase its membership from three to five members (see minutes of 11/17/2015 and 03/15/2016, BCC Meetings).

REVISED: 08/15/2017 akg



Baldwin County Commission

Agenda Action Form

File #: 18-0845, **Version:** 1

Item #: Q4

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

From: Ron Cink, County Administrator/Budget Director

Submitted by: Monica Taylor, Assistant Records Manager

ITEM TITLE

Mutual Cooperative Promotional Agreement with AT&T Alabama for the South Alabama Mega Site

STAFF RECOMMENDATION

Rescind action taken by the Baldwin County Commission during its regularly scheduled meeting held on February 21, 2017, more specifically, the staff recommendation regarding Agenda Item BA7, which approved as follows:

“MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, IN AN EFFORT TO PROMOTE THE SOUTH ALABAMA MEGA-SITE AS AN ATTRACTIVE PLACE TO RELOCATE OR EXPAND BUSINESS AND THE AVAILABILITY OF ADVANCED BROADBAND COMMUNICATIONS TECHNOLOGY AND SERVICES PROVIDED BY AT&T TO BUSINESSES LOCATED IN THE DEVELOPMENT, TO AUTHORIZE THE CHAIRMAN TO SIGN A MUTUAL COOPERATIVE PROMOTIONAL AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND AT&T ALABAMA.

THE TERM OF THIS AGREEMENT SHALL BE ONE YEAR FROM THE DATE OF FULL EXECUTION AND SHALL CONTINUE THEREAFTER UNLESS AND UNTIL TERMINATED BY EITHER PARTY BY GIVING AT LEAST SIXTY (60) DAYS PRIOR WRITTEN NOTICE TO THE OTHER.”

BACKGROUND INFORMATION

Previous Commission action/date: February 21, 2017

Background: The Baldwin County Commission approved the Mutual Cooperative Promotional Agreement with AT&T for the South Alabama Mega Site during its February 21, 2017, meeting.

The Agreement was mailed to AT&T after Commission approval; however, it was never signed by either party.

On August 20, 2018, staff received an email from Mr. Lee Lawson with Baldwin County Economic

Development Alliance, who has been in contact with AT&T. Mr. Lawson informed staff that the Agreement is no longer necessary (see email from Mr. Lawson).

Today's action will rescind the February 21, 2017, approval.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Mr. A. Langley Kitchings
Suite 4300
675 W. Peachtree Street
Atlanta, Georgia 30308
lk2673@att.com

cc: Lee Lawson, BCEDA
Commissioners

Additional instructions/notes: N/A

MUTUAL COOPERATIVE PROMOTIONAL AGREEMENT

This Promotional Agreement ("Agreement") is made and entered into by and between the Baldwin County Commission (herein called "Developer"), whose principal place of business for this Agreement is located at 312 Courthouse Square, Suite 12, Bay Minette, Alabama, 36507, and AT&T Alabama and its affiliates (herein called "AT&T"), whose principal place of business for purposes of this Agreement is 600 19th Street N, Birmingham, Alabama, 35203. The Developer has an interest in promoting the sale or occupancy of certain real property located in Bay Minette, Alabama, which is known as The South Alabama Mega Site (herein "Development") which may be identified for promotional purposes as a development with AT&T FIBER READY Communications Services.

A cooperative promotional effort is formed solely to permit AT&T and the Developer to effectively promote the advanced broadband communications capacity within the Development. It is not the purpose of the parties to allow the Developer to resell communications services to owners or tenants located within the Development if it would otherwise be legally precluded from doing so or to require the Developer to deal exclusively with AT&T with respect to communications services for the Development.

1. SCOPE OF AGREEMENT

This Agreement is not intended to be a financial commitment by either the Developer or AT&T. The Agreement is intended to set forth the basis for the limited use of certain trademarks, service marks and trade names owned by or used by AT&T and the Developer in an effort to promote the Development as an attractive place to relocate or expand business and the availability of advanced broadband communications technology and services provided by AT&T to business located in the Development.

Attachment A, made a part of and incorporated into this Agreement, sets forth the location for the Development.

A. Developer's Responsibilities

- i. The Developer agrees that, upon receiving a request from a prospective owner or tenant regarding communications services, and upon receiving commitments to purchase or lease property in the Development, the Developer will use best efforts to share the name, address, e-mail address and telephone number with AT&T's designated representative identified in the NOTICES clause of this Agreement. The purpose of this notification is to permit AT&T to meet with the owner or tenant to assess its communications requirements and recommend options for meeting those requirements. All such information furnished by the Developer to AT&T's designated representative(s) shall be furnished on a confidential basis, and AT&T agrees to hold such information in confidence and not to disclose the same to any third parties or to use it for any purposes other than as specifically authorized by this Agreement.
- ii. The Developer may promote AT&T and the advanced broadband communications network in appropriate advertising and promotional materials to owners, tenants, prospective owners and tenants, and the general public (subject to the restrictions set forth in paragraph 2 below).
- iii. Developer agrees that AT&T shall have the right to use the name of the Developer and trade name, trademark and service mark (hereinafter "Developer Marks") (subject to the restrictions set forth in paragraph 2 below) to promote AT&T's advanced broadband communications technology and services to owners and/or tenants in the Development.

B. AT&T's Responsibilities

- i. AT&T may promote its existing and future advanced broadband communications facilities to tenants and owners within the Development. AT&T will determine when and where the fiber may be installed, the manner in which advanced broadband communications services will be provided, and the manner in which all other AT&T communications services will be provided, subject to using or obtaining any necessary easements and/or other approvals.
- ii. Developer shall have the right to use the AT&T FIBER READY mark and AT&T name (hereinafter "AT&T Marks") (subject to the restrictions set forth in paragraph 2 below) to promote AT&T advanced broadband communications services and capabilities to owners and tenants locating in the Development.
- iii. AT&T agrees to provide to the Developer news releases and other material on service improvements in the region that will help promote the Development.
- iv. AT&T agrees to provide approved camera ready logo art and sample advertisement copy for use by the Developer to promote the Development.
- v. AT&T agrees to designate a representative(s) to make presentations to prospective tenants or owners.
- vi. AT&T may promote the AT&T Marks throughout the region through local, statewide and national news releases to various publications, trade journals and professional organizations. Brochures and other promotional materials may be distributed at various economic development organizations' regional and national meetings (*e.g.*, Industrial Development Research Council (IDRC), American Economic Development Council (AEDC) and others).

2. TRADEMARKS

A. Ownership of Marks

AT&T, as owner of the AT&T Marks, grants Developer a non-exclusive, non-transferable, worldwide, royalty-free, license to use, reproduce, and display the AT&T Marks solely for the promotion of communications capabilities available from AT&T to prospective or existing owners and tenants in the Development.

Developer, as owner of the Developer Marks, grants AT&T a non-exclusive, non-transferable, worldwide, royalty-free, license to use, reproduce and display the Developer Marks solely for the promotion of communications capabilities available from AT&T to prospective or existing owners and tenants in the Development.

- i. Developer acknowledges AT&T's ownership rights to the AT&T Marks and agrees that it will not dispute AT&T's title to the AT&T Marks. AT&T acknowledges Developer's ownership rights to the Developer Marks. AT&T agrees that it will not dispute Developer's title to the Developer Marks.
- ii. Developer agrees that it will do nothing inconsistent with AT&T's rights and ownership, and that all use of the AT&T Marks and goodwill associated therein shall inure to the benefit of AT&T. AT&T agrees that it will do nothing inconsistent with Developer's rights and ownership, and that all use of the Developer Marks and goodwill associated therein shall inure to the benefit of Developer.

B. Publicity

- i. The Developer shall be authorized to use the AT&T Marks in its advertising, marketing and promotional activities, provided that AT&T shall have the opportunity to review and approve the use of same prior to Developer's use. In the event that AT&T shall find the use of same objectionable, the Developer shall revise its advertising, marketing and promotional activities, or otherwise follow AT&T's instructions so as to eliminate AT&T's objections. Developer agrees its use of the AT&T Marks will meet the standards, specifications and qualities established by AT&T for the purpose of protecting its Marks under the U.S. Trademark Laws.
- ii. AT&T shall be authorized to use the Developer Marks in its advertising, marketing and promotional activities which are related to its provision of advanced telecommunications technology and services to businesses located in the Development provided that Developer shall have the opportunity to review and approve the use of same prior to AT&T's use. In the event that Developer shall find the use of same objectionable, AT&T shall revise its advertising, marketing and promotional activities, or otherwise follow Developer's instructions, so as to eliminate Developer's objections. AT&T agrees its use of the Developer Marks will meet the standards, specifications and qualities established by Developer for the purpose of protecting its Marks under the U.S. Trademark Laws.

C. Unauthorized Use

- i. Developer agrees to promptly notify AT&T of any unauthorized use of the AT&T Marks by others which may come to attention of Developer. AT&T agrees to promptly notify Developer of any unauthorized use of the Developer Marks by others which may come to attention of AT&T.
- ii. AT&T shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the AT&T Marks. Developer shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Developer Mark.

3. ASSIGNMENT

Neither party shall assign, subcontract or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other, said consent not to be unreasonably withheld; provided, however, each party shall have the right to assign this Agreement to any of such party's present or future affiliates, subsidiary or parent corporation without securing the consent of the other party, and may grant to any such assignee the same rights and privilege the assignor enjoys under this Agreement.

4. INDEPENDENT CONTRACTOR: NO PARTNERSHIP

Each party has and hereby retains the right to exercise full control and supervision over its own employees performing its obligations under this Agreement. Each party shall perform this Agreement as an independent contractor and not as an agent, employee or partner of the other party. It is not the intent of the parties hereto to form a partnership, whether express or implied, or general or limited, as a result of their entering into this Agreement. Relations between the parties are intended to be governed by this Agreement and interpreted pursuant to the law of contracts, rather than pursuant to partnership law.

5. NO FIDUCIARY DUTY

The parties hereto recognize and agree that this Agreement resulted from arms-length bargaining and, therefore, that the parties owe no fiduciary duty to each other as a result of this Agreement.

6. NON-EXCLUSIVE DEALING

Each party has the right to participate in similar agreements with other parties at the Development and other developments.

7. BREACH OF CONTRACT

In the event either party shall be in material breach or default of any of the terms, conditions, or covenants of this Agreement, and said breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the party in breach or default, then in addition to all other rights and remedies at law or in equity, the party not in breach or default shall have the right to cancel this Agreement.

8. MODIFICATION TO CONFORM TO LAW

This Agreement and all obligations hereunder shall be subject to all applicable laws, court orders, rules and regulations (collectively "Laws"). In the event this Agreement or any provision hereof, or the operations contemplated hereunder, are found to be consistent with or contrary to any Laws, the Laws shall be deemed to control and, if commercially practicable, this Agreement shall be regarded as modified accordingly and shall continue in full force and effect as modified. If such modified Agreement is not commercially practicable, in the opinion of either party, the parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If after good faith discussion, the parties are unable to agree on necessary amendments or modifications in order to comply with the Laws, then this Agreement may be terminated immediately by either party.

9. NON-WAIVER

No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either party of any default of the other hereunder shall not be deemed a waiver of any other default (whether similar or dissimilar) of such party. The express provisions herein for certain rights and remedies of the parties are in addition to any other legal and equitable rights and remedies to which they would otherwise be entitled.

10. FORCE MAJEURE

Neither party shall be held responsible for or have any liability as a result of any delay or failure in performance of either party to this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authorities, Act of God, or by the public enemy, or other causes beyond the control of AT&T or the Developer. If any force majeure conditions occur, the party delayed or unable to perform shall give immediate notice to the other party and the party affected by the other's inability to perform may elect to:

- (a) terminate this Agreement as to obligations not already performed or,
- (b) suspend this Agreement for the duration of the force majeure conditions and resume performance under this Agreement once the force majeure condition ceases, with an option in the affected party to extend the period of this Agreement up to the length of time the force majeure condition endured.

Unless written notice is given within thirty (30) days after such affected party is notified of the force majeure condition, option (b) shall be deemed selected.

11. SEVERABILITY

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Developer and AT&T shall be construed and enforced accordingly.

12. TERMINATION

- A. The term of this Agreement shall be one year from the date here of and thereafter shall continue in effect unless and until terminated by either party by giving at least sixty (60) days prior written notice to the other. Termination of this Agreement will not affect AT&T's obligations to provide quality communications products and services to tenants located within the Development.
- B. If at any time, either party fails to adhere to the terms, conditions or obligations of this Agreement with respect to the other party's Marks, this Agreement may be terminated under Section 7 upon thirty (30) days notice to the breaching party. Upon termination or cancellation of this Agreement, each party agrees that it shall immediately discontinue all use of the other party's Marks and any terms, words, or phrases which are confusingly similar to such Marks; and that it shall destroy or surrender to the other party all printed materials bearing such Marks.

13. LIMITATION AND EXCLUSION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES WHETHER ARISING OUT OF BREACH OR WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE.

DEVELOPER ACKNOWLEDGES THAT IT ALONE IS RESPONSIBLE FOR THE ECONOMIC SUCCESS OR FAILURE OF THE DEVELOPMENT AND THAT AT&T SHALL IN NO WAY BE RESPONSIBLE OR LIABLE FOR THE SUCCESS OR FAILURE OF THE DEVELOPMENT.

AT&T'S OBLIGATION UNDER THIS AGREEMENT SHALL NOT INCLUDE ANY LOSSES, EXPENSES OR DAMAGES ARISING FROM ANY MATTERS RELATING TO THE EXISTENCE WITHIN THE DEVELOPMENT OF "HAZARDOUS SUBSTANCE" AS DEFINED IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, AS AMENDED, 42 U.S.C. §9601, ET SEQ., OR SIMILAR STATE ENVIRONMENTAL LAWS OR SUBSEQUENT FEDERAL OR STATE LEGISLATION OF A SIMILAR NATURE WHICH MAYBE ENACTED FROM TIME TO TIME, EXCEPT TO THE EXTENT THE EXISTENCE OF SUCH HAZARDOUS SUBSTANCES OF HAZARDOUS WASTES IS DUE TO (i) ANY COMMUNICATIONS FACILITIES INSTALLED BY AT&T WITHIN THE DEVELOPMENT OR (ii) ANY ACTIVITIES OF AT&T OR ITS AGENT OR SUBCONTRACTORS. THE MATTERS DESCRIBED IN CLAUSES (i) AND (ii) OF THE IMMEDIATELY PRECEDING SENTENCE ARE HEREIN AFTER REFERRED TO AS THE "AT&T LIABILITIES." AS BETWEEN AT&T AND DEVELOPER, ALL OF THE FOREGOING MATTERS (OTHER THAN THE AT&T LIABILITIES) SHALL BE DEVELOPER'S SOLE RESPONSIBILITY. DEVELOPER SHALL FULLY INDEMNIFY AT&T FROM ANY LOSS, COST, EXPENSE OR LIABILITY, INCLUDING REASONABLE

ATTORNEY'S FEES, ARISING FROM ANY OF THE FOREGOING MATTERS (OTHER THAN THE AT&T LIABILITIES), TO THE EXTENT IT IS PERMITTED TO DO SO BY STATE LAW. AT&T SHALL FULLY INDEMNIFY DEVELOPER FROM ANY LOSS, COST, EXPENSE OR LIABILITY, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE AT&T LIABILITIES. THIS PROVISION SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND REMAIN IN EFFECT.

14. DISCLAIMER OF WARRANTIES

Each party accepts all information and services provided under Paragraph 1 of this agreement "as is." Except as expressly provided herein, neither party makes any warranties related to such information and services, whether express or implied, including, but not limited to any warranty of fitness for a particular purpose and any warranty of merchantability.

15. CONFLICT OF INTEREST

Each party represents and warrants that no officer, employee, or agent of the other has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from it or any of its officers, employees or agents in connection with the obtaining, arranging or negotiation of this Agreement or other documents entered into or executed in connection herewith.

16. NO RELEASES

Neither AT&T nor Developer shall require waivers or releases of any personal rights from representatives of the other in connection with visits to AT&Ts and Developer's respective premises which are made in the course of performance of this Agreement and no such releases or waivers shall be pleaded by AT&T or Developer or third person in any action or proceeding arising out of this Agreement.

17. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Alabama.

18. USE OF INFORMATION

Any specifications, drawings, sketches, models, samples, tools, computer or other apparants, programs, technical or business information or data, written, oral or otherwise (all hereinafter designated "Information") furnished by either party under this Agreement or in contemplation of this Agreement, shall remain the property of the party furnishing the same. All copies of such information in written, graphic or other tangible form shall be returned to the party which furnished such information upon request. All such Information shall be kept confidential by the receiving party in performing under this Agreement and may not be used for any purposes except upon such terms as may be agreed upon between the Developer and AT&T in writing. The terms of this Agreement are not for distribution or disclosure beyond those authorized employees of the respective parties. The obligations of either party under this section will not apply to:

- (i) any information that is in the public domain, or enters the public domain other than as a result of improper disclosure by the receiving party; or
- (ii) information in the possession of the receiving party prior to disclosure by the other party;
- (iii) information rightfully provided by a third party; or
- (iv) information required to be disclosed by law (provided that the receiving party will use its best efforts to give notice to the other party prior to such required disclosure).

19. NOTICES

Any notices or demand which under the terms of this Agreement, or under any statute, must or may be given or made by the Developer or AT&T shall be in writing and shall be given or made by electronic mail or by certified or registered mail addressed to the respective parties as shown:

To Developer: T. Christopher Elliott, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

To AT&T: A. Langley Kitchings
Suite 4300
675 W. Peachtree Street
Atlanta, GA 30308
lk2673@att.com
404 927 9570

Such notice or demand shall be deemed to have been given or made when sent by electronic mail to the addresses show above or when deposited, postage prepaid in the U.S. mail.

The above addresses may be changed at any time by giving thirty (30) days prior written notice as above provided.

20. ENTIRE AGREEMENT

The terms contained in this Agreement constitute the entire agreement between Developer and AT&T and may not be modified except by a writing signed by the Developer and AT&T. The provisions of this Agreement supersede all prior oral and written provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understanding(s) of the parties in respect of the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate and do hereby warrant and represent that their respective signatories whose signature appear below have been and are, on the date of execution of this Agreement, duly authorized by all necessary and appropriate corporation action to execute this Agreement.

By: _____
Fred McCallum, Jr.
President
AT&T Alabama

By: _____
T. Christopher Elliott
Chairman
Baldwin County Commission

Date: _____

Date: _____

Monica Taylor

Subject: FW: Mutual Cooperative Promotional Agreement with AT&T Alabama

From: Lee Lawson [mailto:llawson@baldwineda.com]

Sent: Monday, August 20, 2018 10:43 AM

To: Monica Taylor <MTAYLOR@baldwincountyal.gov>

Cc: Anu Gary <AGary@baldwincountyal.gov>; Keri Green <KEGREEN@baldwincountyal.gov>; Miranda N. McKinnon <miranda.mckinnon@baldwincountyal.gov>; Ronald Cink <RCink@baldwincountyal.gov>

Subject: Re: Mutual Cooperative Promotional Agreement with AT&T Alabama

Good Morning Monica,

I spoke with Mr. Glyn Agnew with AT&T and due to changes that were made to the agreement and the fact that AT&T has really subsetting the marketing program the agreement is no longer necessary. Please close the file and disregard all paperwork.

Thank you,

Lee

Lee Lawson

O: 251-970-4083

C: 251-604-3053

www.baldwineda.com

www.southalabamamegasite.com





Baldwin County Commission

Agenda Action Form

File #: 18-0862, **Version:** 1

Item #: Q5

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: New

From: Frank Burt, Jr., Chairman

Ron Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Absentee Election Duties Related to the 2018 Statewide General Election

STAFF RECOMMENDATION

Related to the 2018 Statewide General Election (November 6, 2018), take the following actions:

1) Pursuant to Section 17-11-2 of the Code of Alabama (1975), recognize the performance at and designate the place/office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time period recognized by state law during the remainder of the 2018 Statewide Election Cycle [November 6, 2018], as follows:

Place: Baldwin County (Main) Courthouse at the County Seat in Bay Minette

Office: Office of Circuit Clerk of the 28th Judicial Circuit

8:00 AM - 4:30 PM (Monday - Friday)

2) Terminate the Contract for Services with Rhonda Smith for her services as the Assistant to the Absentee Election Manager for the 2018 Statewide Election Cycle, effective at midnight on September 4, 2018, and authorize the Chairman to sign correspondence to Ms. Smith notifying her of said contract termination; and

3) Approve the request of the Absentee Election Manager, the Honorable Jody Wise Campbell, and authorize the execution of a Contract for Services with Evelina Hernandez for her services as Assistant to the Absentee Election Manager at a rate of compensation of \$75.00 per day worked [as paid from Baldwin County Budget Line Item 51910.5150] for the applicable absentee election time period recognized by law during the remainder of the 2018 Statewide Election Cycle [November 6, 2018]. The term of the Contract shall commence no earlier than 12:01 a.m. on September 5, 2018, and expire no later than November 7, 2018, unless sooner terminated as set forth in the Contract.

BACKGROUND INFORMATION

Previous Commission action/date: Several dates, see timeline and actions below

Background: Due to Circuit Clerk Jody Wise Campbell running for office with opposition during the 2018 Primary Election, her absentee election manager duties were assigned to Violetta Smith, Elections Coordinator at the Judge of Probate Office on February 20, 2018. Ms. Rhonda Smith was contracted to be the Assistant to the Absentee Election Manager at that time.

February 20, 2018, Commission Action (passed):

“Related to the 2018 Statewide Primary Election, Primary Run-off Election and General Election, take the following actions:

1) Acknowledge the Appointing Board’s selection of Violetta Smith as the Absentee Election Manager for the applicable absentee election time period recognized by law during the 2018 Primary Election, Primary Run-off Election and General Election, as county employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a county employee, and to be paid for working the hours he or she is required to spend at the polls and waive Baldwin County Commission Policy #2.10, not allowing the county employee listed above to receive any additional fees; and

2) Pursuant to Section 17-11-2 of the Code of Alabama (1975), recognize the performance at and designate the place/office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time periods recognized by state law during the 2018 Statewide Primary, Primary Run-off and General Election Cycle, as follows:

Place: Baldwin County Probate Office at the County Seat in Bay Minette, Alabama

Office: Office of Judge of Probate, Baldwin County, Alabama

Time: 8:00 AM - 4:30 PM (Monday - Friday)

3) Authorize the execution of a Contract for Services with Rhonda Smith for her service as Assistant to the Absentee Election Manager at a rate of compensation of \$75.00 per day worked [as paid from Baldwin County Budget Line Item 51910.5150] for the applicable absentee election time periods recognized by law during the 2018 Primary, Primary Run-off and General Election Cycle (the term of the Contract shall commence no earlier than April 21, 2018, and expire no later than November 7, 2018, unless sooner terminated as set forth in the Contract).”

On June 13, 2018, an email request was received from Ms. Campbell to take over the duties of the Absentee Election Manager for the rest of the General Election Cycle for 2018 (July 17, 2018 primary run-off election and November 6, 2018, General Election), and for Ms. Evelina Hernandez to take over the duties of the Assistant to the Absentee Election Manager for the same.

June 19, 2018, Commission Action (failed due to lack of second):

“Related to the 2018 Statewide Primary Run-off Election and General Election, take the following actions:

1) Terminate the Contract for Services with Rhonda Smith for her services as the Assistant to the Absentee Election Manager for the 2018 Statewide Election Cycle, effective at midnight on June 19, 2018, and authorize the Chairman to sign correspondence to Ms. Smith notifying her of said contract termination; and

2) Pursuant to Section 17-11-14 of the Code of Alabama (1975), determine the amount of compensation to be paid to the Absentee Election Manager, the Honorable Jody Wise Campbell, and for the applicable absentee election time period recognized by law during the remainder of the 2018 Statewide Election Cycle, effective at 12:01 a.m. on June 20, 2018, for the July 17, 2018 and November 6, 2018 elections, to be the same pay as a Precinct Inspector for federal/state/statewide elections provided at (Baldwin County Commission) Policy #2.10 [\$125.00 per day with eligibility for an additional \$25.00 per day worked if certified as a qualified poll worker or completing a local election school] which is compliant to Section 17-8-12 of the Code of Alabama 1975; and

3) Pursuant to Section 17-11-2 of the Code of Alabama (1975), recognize the performance at and designate the place/office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time periods recognized by state law during the remainder of the 2018 Statewide Election Cycle [July 17, 2018 and November 6, 2018], as follows:

Place: Baldwin County (Main) Courthouse at the County Seat in Bay Minette
Office: Office of Circuit Clerk of the 28th Judicial Circuit
8:00 AM - 4:30 PM (Monday - Friday)

4) Approve the request of the Absentee Election Manager, the Honorable Jody Wise Campbell, and authorize the execution of a Contract for Services with Evelina Hernandez for her services as Assistant to the Absentee Election Manager at a rate of compensation of \$75.00 per day worked [as paid from Baldwin County Budget Line Item 51910.5150] for the applicable absentee election time periods recognized by law during the 2018 Statewide Election Cycle [July 17, 2018 and November 6, 2018] (the term of the Contract shall commence no earlier than 12:01 a.m. on June 20, 2018, and expire no later than November 7, 2018, unless sooner terminated as set forth in the Contract)."

On June 20, 2018, Ms. Campbell took over the duties of the Absentee Election Manager and Ms. Violetta Smith no longer acted in the capacity of the Absentee Election Manager. Ms. Rhonda Smith has continued working as the Assistant to the Absentee Election Manager.

July 17, 2018, Commission Action (passed):

"Related to the 2018 Statewide Primary Run-off Election and General Election, take the following action:

1) Pursuant to Section 17-11-14 of the Code of Alabama (1975), determine the amount of compensation to be paid to the Absentee Election Manager, the Honorable Jody Wise Campbell, and for the applicable absentee election time period recognized by law during the remainder of the 2018 Statewide Election Cycle, effective at 12:01 a.m. on June 20, 2018, for the July 17, 2018 and November 6, 2018 elections, to be the same pay as a Precinct Inspector for federal/state/statewide elections provided at (Baldwin County Commission) Policy #2.10 [\$125.00 per day worked with eligibility for an additional \$25.00 per day worked if certified as a qualified poll worker or completing a local election school] which is compliant to Section 17-8-12 of the Code of Alabama 1975."

On August 23, 2018, an email request was sent by Ms. Jody Campbell to Commission Chairman Frank Burt, Jr., requesting the Commission to approve the move of the Absentee Election Manager Office from the current location at the Bay Minette Probate Office, to the Circuit Clerk's Office at the main Courthouse in Bay Minette and for Ms. Evelina Hernandez to be the Assistant to the Absentee

Election Manager for the November 6, 2018, Statewide General Election.

At this time, staff brings the request of Ms. Campbell for the Commission's consideration.

FINANCIAL IMPACT

Total cost of recommendation:

November 2018, Election (FY2019)

\$6,750 +/- \$150 per day worked not to exceed 45 days (Absentee Election Manager Compensation)

\$3,375 +/- \$75 per day worked not to exceed 45 days (Assistant)

Budget line item(s) to be used: 51910 Elections

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 will review and approve before formal Commission action.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Time-sensitive

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

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

Absentee Election Manager
Jody Wise Campbell (notify via email only)

Contract to Assistant (2 Original Contracts):
Evelina Hernandez
1411 Hand Avenue
Bay Minette, Alabama 36507

Notification of Commission action to:
Rhonda Smith
15490 Dogwood Road
Bay Minette, Alabama 36507

Cc:
Violetta Smith (notify via email only)
Probate Judge Tim Russell (notify via email only)
Sheriff Huey Hoss Mack (notify via email only)

Additional instructions/notes: N/A

From: [Commissioner Frank Burt](#)
To: [Jody Campbell](#); [Ronald Cink](#)
Cc: [Anu Gary](#); [Miranda N. McKinnon](#); [Monica Taylor](#); [Keri Green](#)
Subject: RE: ABSENTEE ELECTION OFFICE FOR THE GENERAL ELECTION
Date: Thursday, August 23, 2018 11:29:05 AM

Ron:

Can we get this on our AGENDA for Commission Work Session Tuesday?

Frank

From: Jody Campbell [mailto:jody.campbell@alacourt.gov]
Sent: Thursday, August 23, 2018 11:25 AM
To: Commissioner Frank Burt <FBURT@baldwincountyal.gov>; Ronald Cink <RCink@baldwincountyal.gov>
Subject: ABSENTEE ELECTION OFFICE FOR THE GENERAL ELECTION
Importance: High

I'm already receiving applications and phone calls about absentee voting in November. I respectfully request that the office of the Absentee election manager be moved back to my office in the Bay Minette Courthouse on the second floor. I would also ask that Evelina Hernandez be contracted to help me for the General Election. If we can get the AEM office moved back, but not the contract revised, I can live with that. Thanks.

***JODY WISE CAMPBELL
BALDWIN COUNTY CIRCUIT CLERK &
ABSENTEE ELECTION MANAGER
312 Courthouse Square, Suite 10
Bay Minette, AL 36507
251-937-0379***



**COUNTY COMMISSION
BALDWIN COUNTY**

312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax

www.baldwincountyal.gov

Anu Gary
Administration/Records Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica Taylor
Assistant Records Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

March 20, 2018

Ms. Rhonda Smith
15490 Dogwood Road
Bay Minette, Alabama 36507

**RE: Absentee Election Duties Related to the 2018 Statewide Primary Election,
Primary Run-off Election and General Election**

Dear Ms. Smith:

Please find enclosed for your files a **fully executed original Contract for Services** approved during the February 20, 2018, Baldwin County Commission meeting for your service as Assistant to the Absentee Election Manager for the applicable absentee election time periods recognized by law during the 2018 Primary, Primary Run-off and General Election Cycle (the term of the *Contract* shall commence no earlier than April 21, 2018, and expire no later than November 7, 2018, unless sooner terminated as set forth in the *Contract*).

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0395 or Ron Cink, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,

ANU GARY, Administration/Records Manager
Baldwin County Commission

FB/met Item BA1

cc: Ron Cink
Violetta Smith
The Honorable Tim Russell, Baldwin County Judge of Probate

ENCLOSURE

**CONTRACT FOR SERVICES
(Rhonda Smith)**

THIS CONTRACT FOR SERVICES is made by and between Rhonda Smith, hereinafter referred to as "CONTRACTOR," and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama, hereinafter referred to as "COUNTY."

WITNESSETH

WHEREAS, Violetta Smith, is the "Absentee Election Manager" for Baldwin County pursuant to §17-11-1, et seq., of the Code of Alabama 1975; and

WHEREAS, Violetta Smith has requested that the necessary professional services and expertise of one Rhonda Smith (CONTRACTOR) be obtained, on a temporary part-time basis, for the purposes of aiding and/or assisting the Absentee Election Manager in her required duties relating to the 2018 Statewide Primary, Primary Run-off and General Election Cycle [June 5, 2018; July 17, 2018 (if necessary), and November 6, 2018]; and

WHEREAS, it is determined, by the Absentee Election Manager, that the CONTRACTOR possesses certain professional and unique qualifications and experience relating to the absentee election process, generally; and

WHEREAS, it is determined further, by the Absentee Election Manager and COUNTY, that the duties of the Absentee Election Manager of Baldwin County are, in fact, too numerous in number and great in magnitude for the Absentee Election Manager to accomplish adequately without the support of professional and experienced assistant; and

WHEREAS, Baldwin County is responsible for necessary and proper expenses and costs incurred in the carrying out of certain provisions, as outlined within Title 17 of the Code of Alabama 1975, surrounding elections generally; and

WHEREAS, it has been determined that such temporary part-time assistance to the Absentee Election Manager is, in fact, a necessary and proper expense or cost as anticipated by §17-11-16 Code of Alabama 1975; and

WHEREAS, the Attorney General of Alabama has rendered numerous opinions emphasizing that the Absentee Election Manager is vested with the authority to engage assistants to aid generally in the fulfillment of the Absentee Election Manager's duties (See, A.G. Nos. 93-064, 96-177, and 2003-057); and

WHEREAS, a general public purpose and a benefit to all citizens of Baldwin County will be served by providing both this requested assistance to the Absentee Election Manager and resulting expenditure of public funds by the COUNTY.

NOW THEREFORE, the premises considered, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- I. RECITALS.** The above recitals are hereby incorporated as part of this Contract for Services as if fully set forth.

- II. NOTICES.** Any notice or consent required or permitted to be given under this Contract for Services shall be given to the respective party in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To the COUNTY: Baldwin County Administration Building
Attn: Chairman of the Baldwin County Commission
312 Courthouse Square, Suite 10
Bay Minette, Alabama 36507

To the CONTRACTOR: Rhonda Smith
15490 Dogwood Road
Bay Minette, Alabama 36507

or at such other address or to such other person that the Parties may from time to time designate in writing.

- III. SCOPE OF SERVICES.** The CONTRACTOR agrees to provide services, as referenced, only to the extent as authorized by the Absentee Election Manager as follows:

- a. Any and all services, whether clerical or otherwise, as required and/or directed by the Absentee Election Manager, to carry out and fulfill the intent of the election laws of the State of Alabama.
- b. Consult and coordinate on a regular basis with the Absentee Election Manager in providing the services herein.
- c. Provide, to the COUNTY, a synopsis of absentee election results for all elections held during the term of this Contract for Services at the direction of the Absentee Election Manager.

- IV. TERM/PERIOD OF PERFORMANCE.** The CONTRACTOR shall complete adequate performance of the duties and provisions herein for the applicable absentee election time periods recognized by law during the 2018 Statewide Primary, Primary Run-off and General Election Cycle [June 5, 2018; July 17, 2018 (if necessary), and November 6, 2018], with commencement of her services beginning no earlier than April 21, 2018, and terminating no later than November 7, 2018, unless sooner terminated as set forth herein.

- V. TERMINATION.** It is understood and agreed that the COUNTY in its absolute discretion, with or without cause, may terminate this Contract for Services. Termination may be accomplished in writing or verbally. Once notice of termination is given by the COUNTY to the CONTRACTOR, this Contract for Services shall immediately and automatically terminate, and CONTRACTOR shall have no further right, permission or authority to perform the duties herein contemplated. Notice shall be effective upon mailing or other delivery as provided in paragraph II., or verbally if earlier.

VI. COMPENSATION OF THE CONTRACTOR. The CONTRACTOR shall be paid for performance under this Contract for Services in accordance with the following terms:

- a. The CONTRACTOR will be paid \$75.00/day worked commencing no earlier than April 21, 2018, and for each day worked thereafter during the applicable absentee election time periods recognized by law during the 2018 Statewide Primary, Primary Run-off and General Election Cycle [June 5, 2018; July 17, 2018 (if necessary), and November 6, 2018] for the services rendered, no matter the number of hours spent in performance of the required duties.
- b. The CONTRACTOR shall provide to the COUNTY, by and through, and as and when directed by, the Absentee Election Manager, detailed documentation of the services rendered.
- c. Actual payments by the COUNTY for services provided herein shall be made, upon submission of the documentation as contemplated within the above section (Compensation of the Contractor).

VII. INDEPENDENT CONTRACTOR. The CONTRACTOR shall perform all of her services under this Contract for Services as an independent contractor and not as an employee of the COUNTY. The CONTRACTOR understands and acknowledges that he/she shall not be entitled to any of the benefits as an employee of the COUNTY, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. The CONTRACTOR further understands that such services are limited for a definite period of time and with a definite contract termination date.

VIII. STANDARD OF PERFORMANCE. The CONTRACTOR shall perform all duties required by this Contract for Services independently with little to no supervision. The CONTRACTOR represents that he/she has the skills and expertise necessary to perform the service required under this Contract for Services. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which the CONTRACTOR is engaged. All products of whatsoever nature, which the CONTRACTOR delivers to the COUNTY pursuant to this Contract for Services, if any, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession. The CONTRACTOR shall correct or revise any errors or omissions at the COUNTY'S request without additional compensation.

IX. TAXES. The COUNTY shall not be responsible for paying any taxes on the CONTRACTOR'S behalf, and should the COUNTY be required to do so by state, federal, or local taxing agencies, the CONTRACTOR agrees to promptly reimburse the COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

- X. **CONFLICT OF INTEREST.** The CONTRACTOR covenants that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Contract for Services.
- XI. **HOLD HARMLESS.** The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all damage or injury, whether personally or to affected third persons, as a result of or incidental to the services rendered under this Contract for Services.
- XII. **ASSIGNMENT.** The CONTRACTOR shall not assign any of her rights nor transfer any of her obligations under this Contract for Services without the prior written consent of the COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect.
- XIII. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract for Services shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XIV. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the COUNTY is intended to be exclusive of any other remedy or remedies, and the COUNTY retains each and every such remedy, now or hereafter existing at law or in equity or otherwise.
- XV. **TIME IS OF THE ESSENCE.** Time is of the essence in this Contract for Services and each covenant and term is a condition herein.
- XVI. **NO WAIVER OF DEFAULT.** No delay or omission of the COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein and every power and remedy given by this Contract for Services to the COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the COUNTY.
- XVII. **ENTIRE CONTRACT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract for Services contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract for Services may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract for Services and by no other means. Each party waives their future right to claim, contest or assert that this Contract for Services was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

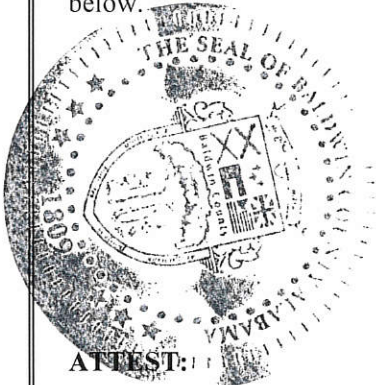
XVIII. COMPLIANCE WITH THE LAW. The CONTRACTOR shall, at her sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to the Contract for Services generally.

XIX. ALABAMA LAW. This Contract for Services shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles. Any litigation regarding this Contract for Services or its contents shall be filed in the County of Baldwin, if in state court, or if in federal court, in the United States District Court for the Southern District of Alabama, Southern Division.

XX. EXECUTION OF COUNTERPARTS. This Contract for Services may be executed in two (2) counterparts, and each of such counterparts shall for all purposes be deemed to be an original if originally signed by all Parties hereto. All such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

XXI. DRUG-FREE WORK PLACE. In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Contract for Services, the CONTRACTOR certifies that he/she is responsible for knowing, and will comply with, the standards of the COUNTY's drug-free work place.

IN TESTIMONY of which, both COUNTY, by an appropriate motion adopted, at a legally authorized meeting of its governing body held on the 20th day of February, 2018, and CONTRACTOR, also in full agreement and acknowledgement of the terms contained herein, fully execute this Contract for Services as of the last date of execution by COUNTY below.



COUNTY:
BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

BY: Frank Burt, Jr. /Date 3/8/18
Frank Burt, Jr.
Chairman

ATTEST:

Ronald J. Cink /Date
Ronald J. Cink
County Administrator

CONTRACTOR:
Rhonda Smith /Date 3-5-18
Rhonda Smith

***NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA)

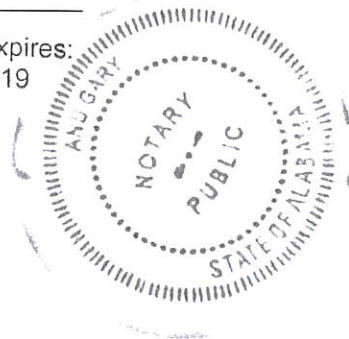
COUNTY OF BALDWIN)

I, Anu Gary, a Notary Public in and for said County, in said State, hereby certify that Frank Burt, Jr., as Chairman of the Baldwin County Commission, and Ronald J. Cink, as County Administrator, whose names are signed to the foregoing Contract for Services, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, they executed the same with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the 8th day of March, 2018.

Anu Gary
Notary Public SEAL
My Commission Expires: _____

My Commission Expires:
October 12, 2019



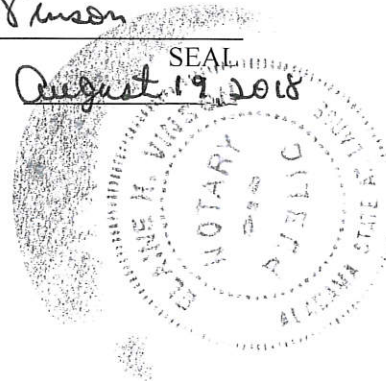
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Elaine H. Vinson, a Notary Public in and for said County, in said State, hereby certify that Rhonda Smith is the individual whose name is signed to the foregoing Contract for Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he/she executed the same with full authority to do so voluntarily and personally.

Given under my hand and official seal, this the 5th day of March, 2018.

Elaine H. Vinson
Notary Public SEAL
My Commission Expires: August 19, 2018



CONTRACT FOR SERVICES
(Evelina Hernandez)

THIS CONTRACT FOR SERVICES is made by and between Evelina Hernandez, hereinafter referred to as "CONTRACTOR", and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama, hereinafter referred to as "COUNTY."

WITNESSETH

WHEREAS, Jody Wise Campbell, Circuit Clerk of the 28th Judicial Circuit of the State of Alabama (Baldwin County, Alabama) is the "Absentee Election Manager" for Baldwin County pursuant to §17-11-1, et seq., of the Code of Alabama 1975; and

WHEREAS, Jody Wise Campbell has requested that the necessary professional services and expertise of one Evelina Hernandez (CONTRACTOR) be obtained, on a temporary part-time basis, for the purposes of aiding and/or assisting the Absentee Election Manager in her required duties relating to the 2018 Statewide General Election [November 6, 2018]; and

WHEREAS, it is determined, by the Absentee Election Manager, that the CONTRACTOR possesses certain professional and unique qualifications and experience relating to the absentee election process, generally; and

WHEREAS, it is determined further, by the Absentee Election Manager and COUNTY, that the duties of the Absentee Election Manager of Baldwin County are, in fact, too numerous in number and great in magnitude for the Absentee Election Manager to accomplish adequately without the support of professional and experienced assistance; and

WHEREAS, Baldwin County is responsible for necessary and proper expenses and costs incurred in the carrying out of certain provisions, as outlined within Title 17 of the Code of Alabama 1975, surrounding elections generally; and

WHEREAS, it has been determined that such temporary part-time assistance to the Absentee Election Manager is, in fact, a necessary and proper expense or cost as anticipated by §17-11-16 Code of Alabama 1975; and

WHEREAS, the Attorney General of Alabama has rendered numerous opinions emphasizing that the Absentee Election Manager is vested with the authority to engage assistants to aid generally in the fulfillment of the Absentee Election Manager's duties (See, A.G. Nos. 93-064, 96-177, and 2003-057); and

WHEREAS, a general public purpose and a benefit to all citizens of Baldwin County will be served by providing both this requested assistance to the Absentee Election Manager and resulting expenditure of public funds by the COUNTY.

NOW THEREFORE, the premises considered, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- I. RECITALS.** The above recitals are hereby incorporated as part of this Contract for Services as if fully set forth.

- II. NOTICES.** Any notice or consent required or permitted to be given under this Contract for Services shall be given to the respective party in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To the COUNTY: Baldwin County Administration Building
Attn: Chairman of the Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

To the CONTRACTOR: Evelina Hernandez
1411 Hand Avenue
Bay Minette, Alabama 36507

or at such other address or to such other person that the Parties may from time to time designate in writing.

- III. SCOPE OF SERVICES.** The CONTRACTOR agrees to provide services, as referenced, only to the extent as authorized by the Absentee Election Manager as follows:

- a. Any and all services, whether clerical or otherwise, as required and/or directed by the Absentee Election Manager, to carry out and fulfill the intent of the election laws of the State of Alabama.
- b. Consult and coordinate on a regular basis with the Absentee Election Manager in providing the services herein.
- c. Provide, to the COUNTY, a synopsis of absentee election results for all elections held during the term of this Contract for Services at the direction of the Absentee Election Manager.

- IV. TERM/PERIOD OF PERFORMANCE.** The CONTRACTOR shall complete adequate performance of the duties and provisions herein for the applicable absentee election time periods recognized by law during the 2018 Statewide General Election [November 6, 2018], with commencement of her services beginning no earlier than September 5, 2018, and terminating no later than November 7, 2018, unless sooner terminated as set forth herein.

- V. TERMINATION.** It is understood and agreed that the COUNTY in its absolute discretion, with or without cause, may terminate this Contract for Services. Termination may be accomplished in writing, or verbally. Once notice of termination is given by the COUNTY to the CONTRACTOR, this Contract for Services shall immediately and automatically terminate, and CONTRACTOR shall have no further right, permission or authority to perform the duties herein contemplated. Notice shall be effective upon mailing or other delivery as provided in paragraph II., or verbally if earlier.

- VI. COMPENSATION OF THE CONTRACTOR.** The CONTRACTOR shall be paid for performance under this Contract for Services in accordance with the following terms:

- a. The CONTRACTOR will be paid \$75.00/day worked commencing no earlier than September 5, 2018, and for each day worked thereafter during the applicable absentee election time periods recognized by law during the 2018 Statewide General Election [November 6, 2018] for the services rendered, no matter the number of hours spent in performance of the required duties. Exhibit A - Compensation for Absentee Election Managers Memorandum from the Office of the State Comptroller, Department of Finance, dated March 26, 2018.
- b. The CONTRACTOR shall provide to the COUNTY, by and through, and as and when directed by, the Absentee Election Manager, detailed documentation of the services rendered.
- c. Actual payments by the COUNTY for services provided herein shall be made, upon submission of the documentation as contemplated within the above section (Compensation of the Contractor).

VII. INDEPENDENT CONTRACTOR. The CONTRACTOR shall perform all of her services under this Contract for Services as an independent contractor and not as an employee of the COUNTY. The CONTRACTOR understands and acknowledges that she shall not be entitled to any of the benefits as an employee of the COUNTY, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. The CONTRACTOR further understands that such services are limited for a definite period of time and with a definite contract termination date.

VIII. STANDARD OF PERFORMANCE. The CONTRACTOR shall perform all duties required by this Contract for Services independently with little to no supervision. The CONTRACTOR represents that she has the skills and expertise necessary to perform the service required under this Contract for Services. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which the CONTRACTOR is engaged. All products of whatsoever nature, which the CONTRACTOR delivers to the COUNTY pursuant to this Contract for Services, if any, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession. The CONTRACTOR shall correct or revise any errors or omissions at the COUNTY'S request without additional compensation.

IX. TAXES. The COUNTY shall not be responsible for paying any taxes on the CONTRACTOR'S behalf, and should the COUNTY be required to do so by state, federal, or local taxing agencies, the CONTRACTOR agrees to promptly reimburse the COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

X. CONFLICT OF INTEREST. The CONTRACTOR covenants that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or

indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Contract for Services.

- XI. HOLD HARMLESS.** The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all damage or injury, whether personally or to affected third persons, as a result of or incidental to the services rendered under this Contract for Services.
- XII. ASSIGNMENT.** The CONTRACTOR shall not assign any of her rights nor transfer any of her obligations under this Contract for Services without the prior written consent of the COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect.
- XIII. SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract for Services shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XIV. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the COUNTY is intended to be exclusive of any other remedy or remedies, and the COUNTY retains each and every such remedy, now or hereafter existing at law or in equity or otherwise.
- XV. TIME IS OF THE ESSENCE.** Time is of the essence in this Contract for Services and each covenant and term is a condition herein.
- XVI. NO WAIVER OF DEFAULT.** No delay or omission of the COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein and every power and remedy given by this Contract for Services to the COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the COUNTY.
- XVII. ENTIRE CONTRACT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract for Services contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract for Services may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract for Services and by no other means. Each party waives their future right to claim, contest or assert that this Contract for Services was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.
- XVIII. COMPLIANCE WITH THE LAW.** The CONTRACTOR shall, at her sole cost and expense, comply with all County, State and Federal ordinances and statutes now in

force or which may hereafter be in force with regard to the Contract for Services generally.

XIX. ALABAMA LAW. This Contract for Services shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles. Any litigation regarding this Contract for Services or its contents shall be filed in the County of Baldwin, if in state court, or if in federal court, in the United States District Court for the Southern District of Alabama, Southern Division.

XX. EXECUTION OF COUNTERPARTS. This Contract for Services may be executed in two (2) counterparts, and each of such counterparts shall for all purposes be deemed to be an original if originally signed by all Parties hereto. All such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

XXI. DRUG-FREE WORK PLACE. In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Contract for Services, the CONTRACTOR certifies that she is responsible for knowing, and will comply with, the standards of the COUNTY's drug-free work place.

IN TESTIMONY of which, both COUNTY, by an appropriate motion adopted, at a legally authorized meeting of its governing body held on the ____ day of _____, 2018, and CONTRACTOR, also in full agreement and acknowledgement of the terms contained herein, fully execute this Contract for Services as of the last date of execution by COUNTY below.

COUNTY:
BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

BY: _____
FRANK BURT, JR. / Date
Chairman

ATTEST:

RONALD J. CINK / Date
County Administrator

CONTRACTOR:

Evelina Hernandez / Date

***NOTARY PAGE TO FOLLOW**



STATE OF ALABAMA
Department of Finance
Office of the State Comptroller

100 North Union Street, Suite 220
Montgomery, Alabama 36130-2620
Telephone (334) 242-7050 Fax (334) 242-7466
www.comptroller.alabama.gov

Kay Ivey
Governor


Clinton Carter
Finance Director

Kathleen D. Baxter, PhD, CGFM, CPM
State Comptroller

March 26, 2018

MEMORANDUM

TO: ALL County Commissions

FROM: Kathleen D. Baxter
State Comptroller 

SUBJECT: Compensation for Absentee Election Managers

This letter is to clarify the reimbursements due to the county for the Absentee Election Manager. Pursuant to Code of Alabama, Section 17-11-2, each county shall have an Absentee Election Manager to fulfill the duties assigned by the Code of Alabama. The Absentee Election Manager "shall be entitled to the same compensation for the performance of his or her duties as is provided in Section 17-11-14.

The discussion has been whether Absentee Election Managers are paid for holidays and weekends. This question was raised when reimbursement claims were being received for the election held December 12, 2017. The 45-day period prior to the election crossed Veteran's Day and the Thanksgiving holidays (Thursday, Friday and the weekend), and it was noticed that most of the counties submitted reimbursement claims for all those days over Thanksgiving.

After reviewing several Attorney General Opinions', it appeared that services must be performed to qualify for payment. My staff asked for clarification from our Legal team and it was returned that: *"Absentee Election Managers should only be paid for days actually worked, up to a maximum of 45 days preceding an election and including election day. Holidays and weekends are excluded, unless the individual actually performed work on those days."*

Since this was not understood by many counties, the State is reimbursing the counties for the days paid to Absentee Election Manager's for the December 12, 2017 election; however, on future claims the Absentee Election Manager should not be paid by the County unless work was performed, which includes work performed on holidays and weekends. For future elections, please submit a signed attendance record from the Absentee Election Manager to support the reimbursement for this cost. I have attached a sample document that may be used for this purpose. If you have any questions, please call or email Kim Butterbaugh at 334-242-7073, kimberly.butterbaugh@comptroller.alabama.gov, or Pam Harris at 334-242-4225, pam.harris@comptroller.alabama.gov.

_____(County)Absentee Election Manager
ATTENDANCE REPORT

MONTH/YEAR _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL

MONTH/YEAR _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL

MONTH/YEAR _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL

Grand Total of Days Worked _____

The above services were rendered in accordance with Section 17-11-14, Code of Alabama 1975, as amended.

I, do hereby certify that the days indicated above were worked in the performance of my duties as Absentee Election Manager for the election held _____.

\$125.00 per diem x total # days _____ = _____
Reimbursable Amount

Absentee Election Manager

Print Name

Sign Name

Date

COMMISSION POLICY

POLICY #2.10

SUBJECT: Polling Place Hours / Poll Worker Compensation

DATE ADOPTED
February 7, 2012

AGENDA ITEM
EA5

OBSOLETE VERSIONS *(Can be found in the Inactive Policy Book.)*

DATE ADOPTED

PAGE (BCC MINUTES)

December 15, 1992

Book 12, pg. 358

June 10, 1998

Book 20, pg. 313

February 19, 2008

Page 26

September 21, 2010

Page 13

NOTE: (CHARACTERISTICS OF A GOOD POLICY AND PROCEDURE DOCUMENT) -- A policy is typically a document that outlines specific requirements or rules that must be met. The overall goal is to write policies that are clear, concise and in simple language. If you use an acronym, spell it out the first time you use it.

POLICY STATEMENT

This policy relates to the hours of operation for polling places as well as the provision of equivalent compensation for poll workers in Baldwin County, Alabama, for federal / state / statewide elections and special county elections; further, addressing compensatory issues for county employees, who work as a poll worker or with absentee balloting as part of their job responsibilities, in conformance with the *Baldwin County Commission Employee Handbook*.

A. THE HOURS OF OPERATION OF POLLING PLACES

In accordance with Section 17-9-6 of the Code of Alabama 1975, every polling place, in Baldwin County, Alabama, shall be open for voting at 7:00 A.M. and shall close at 7:00 P.M.

B. COMPENSATION OF POLL WORKERS – GENERAL INFORMATION

Section 45-2-111 of the Code of Alabama 1975 provides as follows:

Compensation - Poll workers.

In Baldwin County, each poll worker shall receive compensation payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by local law.

(Act 80-498, p. 772, §1; Act 92-670, 2nd Sp. Sess., p. 50, §1; Act 2007-265, p. 357, §1.)

B. (1) COMPENSATION OF POLL WORKERS FOR FEDERAL / STATE / STATEWIDE ELECTIONS FOR WHICH COUNTY EXPENSES ARE REIMBURSED BY THE STATE OF ALABAMA AS DEFINED IN CHAPTER 16, TITLE 17 OF THE CODE OF ALABAMA 1975

Under authority of Section 45-2-111 of the Code of Alabama 1975 (Act No. 92-670, as amended by Act No. 2007-265), and only for federal / state / statewide elections for which county expenses are reimbursed by the State of Alabama as defined in Chapter 16, Title 17, of the Code of Alabama 1975, the Baldwin County Commission shall compensate poll workers as follows:

Precinct Inspectors: One Hundred and Twenty-five Dollars (\$125) per day*
Precinct Chief Clerks: One Hundred and Ten Dollars (\$110) per day* (**)
Precinct Clerks: One Hundred Dollars (\$100) per day*

* Section 17-8-12 of the Code of Alabama 1975 requires, for federal / state / statewide elections, Precinct Inspectors to be compensated \$100 per day and Precinct Clerks to be compensated \$75 per day which this policy, at this subsection, is compliant. Further, Section 17-8-12 of the Code of Alabama 1975 provides that poll workers, for federal / state / statewide elections, also receive additional compensation of \$25 upon completion of a local election school or being certified as a qualified poll worker by the Probate Judge which, upon the foregoing being accomplished, provides total compensation for eligible Precinct Inspectors at \$150 per day, Precinct Chief Clerks at \$135 per day and Precinct Clerks at \$125 per day.

(**) This policy authorizes no more than ten (10) total Precinct Chief Clerks countywide for each election. A Precinct Chief Clerk shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Chief Clerk only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

B. (2) COMPENSATION OF POLL WORKERS FOR SPECIAL BALDWIN COUNTY OR OTHER ELECTIONS HELD AT ANY TIME OTHER THAN AT THE TIME OF HOLDING FEDERAL / STATE / STATEWIDE ELECTIONS

Under authority of Section 45-2-111 of the Code of Alabama 1975 (Act No. 92-670, as amended by Act No. 2007-265), and only for special Baldwin County or other elections held at any time other than at the time of holding federal / state / statewide elections, the Baldwin County Commission shall compensate poll workers as follows:

Precinct Inspectors: One Hundred and Fifty Dollars (\$150) per day
Precinct Chief Clerks: One Hundred and Ten Dollars (\$135) per day (**)
Precinct Clerks: One Hundred and Twenty-five Dollars (\$125) per day

(**) This policy authorizes no more than ten (10) total Precinct Chief Clerks countywide for each election. A Precinct Chief Clerk shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Chief Clerk only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

C. COUNTY EMPLOYEES

In accordance with the *Baldwin County Commission Employee Handbook*, adopted by the Baldwin County Commission pursuant to Act No. 95-581, 1995 Regular Session of the Legislature of Alabama, as amended by Act No. 2005-159, 2005 Regular Session of the Legislature of Alabama, as amended by Act No. 2010-566, 2010 Regular Session of the Legislature of Alabama, a county employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a county employee shall be paid for working the hours he or she is required to spend at the polls and shall be allowed to receive any additional fees allowed by law.

FORMS/ATTACHMENTS/EXHIBITS

- 1) Act No. 92-670
- 2) Act No. 2007-265 (Section 45-2-111 of the Code of Alabama 1975)
- 3) Section 17-8-12 of the Code of Alabama 1975
- 4) *Baldwin County Commission Employee Handbook* (see III. Employee Benefits. D. 2. Voting)

RELATED POLICIES

Baldwin County Commission Employee Handbook (see III. Employee Benefits. D. 2. Voting)

Act No. 92-670

H. 92 – Reps. Penry, McMillan

AN ACT

Relating to Baldwin County, providing further for the compensation of poll workers payable from the county general fund

Be It Enacted by the Legislature of Alabama:

Section 1. In Baldwin County each poll worker shall receive compensation in the amount of not more than one hundred dollars (\$100) per day nor less than fifty dollars (\$50) per day payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by law.

Section 2. All laws or parts of laws which conflict with this act are repealed.

Section 3. This act shall become effective immediately upon its passage and approval by the Governor, or upon its otherwise becoming a law.

Approved October 6, 1992

Time: 4:36 P.M.

ACT No. 2007- 265

1 HB633
2 88668-3
3 By Representatives McMillan, Davis, Faust, Baker (A) and
4 Shiver (N & P)
5 RFD: Baldwin County Legislation
6 First Read: 10-APR-07



Page 0

1

2 ENROLLED, An Act,

3

4 Relating to Baldwin County; amending Act No. 92-670,
5 1992 Second Special Session (Acts 1992, p. 50), providing for
6 the compensation of poll workers, to further provide for the
7 compensation.

7

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

8

9 Section 1. Section 1 of Act No. 92-670, 1992 Second
10 Special Session (Acts 1992, p. 50), is amended to read as
11 follows:

11

12 "Section 1. In Baldwin County, each poll worker
13 shall receive compensation payable out of the general fund of
14 the county as set by the county commission from time to time.
15 The compensation shall be in lieu of any and all prior or
16 subsequent compensation provided by local law."

16

17 Section 2. This act shall become effective
18 immediately following its passage and approval by the
19 Governor, or its otherwise becoming law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

Ray. / Huieff

Speaker of the House of Representatives

Jim Zohmf

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in
and was passed by the House 12-APR-07.

Greg Pappas
Clerk

Senate

29-MAY-07

Passed

APPROVED *June 6, 2007*
TIME *11:35 a.m.*
Bob Riley
GOVERNOR

Alabama Secretary Of State

Act Num....: 2007-265
Bill Num...: H-633

Page 2

Recv'd 06/06/07 01:58pmJJB

HISTORY**Derivation of Section:**

This section is former Section 17-6-12, as amended and renumbered by Act 2006-570, § 41, effective January 1, 2007.

Amendment notes:

The 2006 amendment, effective January 1, 2007, substituted "inspector" for "returning officer", and substituted "precinct election officials present shall select one of their number to return the ballots to the county returning officer" for "inspectors or those acting as such

must appoint from the qualified electors one to serve during the election".

Disposition of Former Section:

Former Section 17-8-11 was amended and renumbered as Section 17-6-34 by Act 2006-570, § 33, effective January 1, 2007.

LIBRARY REFERENCES**American Digest System:**

Elections Ⓒ251.

Corpus Juris Secundum:

C.J.S. Elections § 229.

§ 17-8-12. Compensation of election officials.

(a) The inspector and clerks shall each be entitled to base compensation of fifty dollars (\$50). The compensation of the election officials shall be paid as preferred claims, out of moneys in the county treasury not appropriated, on proper proof of service rendered. In all counties in which the compensation of election officials is prescribed by local law or general law of local application at an amount in excess of the amount prescribed, the compensation of the election officials shall not be decreased under this section and the county commission may increase the compensation so prescribed. In those counties in which compensation of election officials is set at an amount in excess of five dollars (\$5) per day, but less than fifty dollars (\$50) per day, the provision of the local law or general law of local application relative thereto is superseded and the compensation prescribed herein shall be the total compensation of election officials in the counties.

(b) In addition to the compensation provided in subsection (a), each clerk shall be entitled to supplemental compensation paid by the state to ensure that the total compensation paid to each shall be in an amount of at least seventy-five dollars (\$75) per day, and each inspector shall be entitled to supplemental compensation paid by the state in an amount that ensures that the total compensation of an inspector is at least one hundred dollars (\$100) per day. Upon completion of a local election school or being certified as a qualified poll worker by the probate judge, or both, each clerk and inspector shall be entitled to receive an additional twenty-five dollars (\$25) per day in compensation from the state. The increase provided for in this subsection shall not increase or decrease any salary supplement paid under a local law which is in effect on October 1, 2005. The provisions of this subsection shall only apply to those statewide elections for which county expenses are reimbursed by the state as defined in Chapter 16. The provisions of this subsection shall not apply to special county or other elections held at any time other than at the time of holding statewide elections. (Code 1876, § 290; Code 1886, § 386; Code 1896, § 1643; Code 1907, § 419; Code 1923, § 509; Code 1940, T. 17, § 198; Acts 1943, No. 311, p. 299; Acts 1947, No. 127, p. 38; Acts 1970, Ex. Sess., No. 30, p. 2652; Acts 1981, No. 81-674, p. 1099; Acts 1993, No. 93-639, p. 1095, § 1; Act 2000-671, p. 1338, § 1; Act

2006-327, p. 705, § 1; § 17-6-13; amended and renumbered by Act 2006-570, p. 1331, § 41.)

COMMENT

No substantive change. Precinct election officials are defined in § 17-1-2.

HISTORY

Derivation of Section:

This section is former Section 17-6-13, as amended and renumbered by Act 2006-570, § 41, effective January 1, 2007.

Amendment notes:

The 1993 amendment, effective May 13, 1993, in the first sentence, deleted "and" following "officer," substituted "\$50" for "\$25.00," and deleted "and the returning officer, in addition, to \$.25 a mile in going to the courthouse and returning to the place of holding the election" at the end of the sentence; deleted "otherwise" preceding "appropriated" in the second sentence; in the third sentence, deleted "However" preceding "in all," deleted "hereinabove" preceding "prescribed," substituted "the election" for "such election," and deleted "hereby, but in those" following "decreased"; and in the last sentence, inserted "compensation of," deleted "compensation" following "officials," substituted "less than \$50" for "not as much as \$25.00," deleted "hereby" preceding "superseded," deleted "hereinabove" preceding "prescribed," and substituted "the counties" for "such counties."

The 2000 amendment, effective October 1, 2000, designated the existing provisions as subsection (a); and added subsection (b).

The 2006 amendments. — The 2006 amendment by Act 2006-327, effective April 11, 2006, in subsection (a) substituted "base compensation of fifty dollars (\$50). The compensation of the election officials" for "\$50. The several claims," substituted "decreased under this section and the county commission may increase the compensation so prescribed. In those" for "increased or decreased. Those", substituted "five dollars (\$5)" for "\$5", substituted "fifty dollars (\$50)" for "\$50", and inserted "herein"; and in subsection (b), in the first sentence deleted "inspector," following "officer", inserted "supplemental", deleted "election official" following "each" and substituted "seventy-five dollars (\$75) per day, and each inspector shall be entitled to supplemental compensation paid by the state in an amount that ensures that the total compensation of an inspector is at least one hundred dollars (\$100) per day" for "seventy dollars (\$70) per day", inserted the second sentence, in the third sentence substituted "2005" for "2000", in the fourth sentence de-

leted "and the on-site balloting days associated therewith" following "title", and in the final sentence substituted "to special" for "to: (1) Special" and deleted "elections; or (2) on-site balloting days associated with such special county or other elections, including municipal" following "statewide".

The 2006 amendment by Act 2006-570, effective January 1, 2007, in subsection (a) substituted "precinct election officials" for "returning officer, the inspectors, and clerks", a change which was not included in the section as harmonized by the Code Commissioner; and in subsection (b) substituted "precinct election official" for "returning officer, inspector, and clerk", which was likewise not included in the harmonized section, and substituted "Chapter 16" for "Chapter 21".

Code Commissioner's Notes

This section was affected by Act 2006-327 and Act 2006-570. Act 2006-570 is essentially a recodification of Title 17. Section 90 of Act 2006-570 provides:

"(a) The purpose of this act is to substantially revise the provisions of Title 17 of the Code of Alabama 1975, to modernize the language, to resolve ambiguities that have arisen from multiple enactments over the years, to incorporate judicial decisions and constructions of language, to incorporate administrative rules, and to make other technical changes to Title 17, all without making any substantive change in existing law.

"(b) To further the purpose of this act, any section of any act enacted at the 2006 Regular Session in substantive conflict with any provision of this act shall prevail over this act whether enacted before or after this act.

"(c) When codifying this act and acts of the 2006 Regular Session or any special session occurring before the 2007 Regular Session, the Code Commissioner shall place the provisions of other acts relating to the subject of this act within the structure of Title 17 as altered by this act. Actions taken by the Code Commissioner in complying with this requirement shall include, but not be limited to, placing a section that is amended and renumbered by this act into the code in the substantive form as amended by the other act but assigning it the code section number contained in this act and assigning a section number based on the numbering system contained in this act for any

section amended by another act that is repealed by this act."

Act 2006-570, effective January 1, 2007, revised this title and renumbered Section 17-6-13 as Section 17-8-12. Act 2006-570 generally amended the section to conform with the revised title, including changing references to returning officers, the inspectors, and clerks to precinct election officials; deleted language concerning on-site balloting days; and adjusted internal references. Act 2006-570 did not change language concerning the compensation of election officials.

Act 2006-327, effective April 11, 2006, described the \$50 payment as base compensation; specified that compensation shall not be decreased but may be increased by the county commission; increased supplemental compensation so that total compensation is at least \$75 per day for returning officers and clerks and \$100 per day for an inspector; provided for an additional \$25 per day payment upon completion of a local election school or certification as a qualified poll worker; and changed local law application date range from 2000 to 2005.

In compliance with Section 90 of Act 2006-570 and the general authority granted the Code Commissioner in Section 29-7-8(a)(11), the Code Commissioner gave effect to both acts as set forth above. Further, in 2006, pursuant to the authority granted in 29-7-8(a)(11), the Code Commissioner deleted references to "returning officer". Such edito-

rial action was taken in order to conform this section with Section 17-8-1, which deletes references to the returning officer and provides that the inspector shall serve as returning officer for the voting place. These editorial changes result in compensation as specified in Act 2006-327 being provided in this section only to inspectors and clerks.

Disposition of Former Section:

Former Section 17-8-12 was repealed by Act 2006-570, § 89, effective January 1, 2007.

LIBRARY REFERENCES

American Digest System:

Elections ⇐53.

Corpus Juris Secundum:

C.J.S. Elections § 63.

CASENOTES

Priority of claims 1

1. Priority of claims

The fact that election expense is an involuntary expense of county makes such expense a preferred claim against the county, taking precedence over general and voluntary obligations. *Abrasley v. Jefferson County*, 241 Ala. 660, 4 So.2d 153 (Ala.1941). Counties ⇐ 207(1)

Cited in State ex rel. *Austin v. Black*, 224 Ala.200, 139 So. 431 (1932).

§ 17-8-13. Certain election officials excused from employment to perform election duties.

(a) All laws to the contrary notwithstanding, any precinct election official appointed pursuant to Section 17-8-1 shall be excused from his or her employment without penalty of loss of time for election day only in order to perform the duties of the position to which he or she has been appointed. Proper documentation of the appointment and the dates of the required service shall be furnished to the employer by the appointee at least seven days before the expected absence from his or her employment.

(b) This section shall not apply to any employee working for an employer with 25 or fewer employees or require an employer to compensate an employee while performing the duties as prescribed in subsection (a). (Act 2001-1130, 4th Sp. Sess., p. 1210, §§ 1, 2; Act 2002-412, p. 1038, §§ 1, 2; § 17-6-17; amended and renumbered by Act 2006-570, p. 1331, § 41.)

COMMENT

No substantive change. Precinct election official defined in § 17-1-2.

given, if February - May, two (2) personal leave days will be given, or June - September, one (1) personal leave day will be given.

These days can be taken for any personal reason. Personal leave days should be scheduled in full eight (8) hour segments as much in advance as possible. Partial days may not be used. These personal leave days must be taken between the first and last full pay period in the fiscal year. No employee will be permitted to carryover personal leave days to the following fiscal year.

Employees leaving employment with Baldwin County will be paid for any personal leave not taken. Employees may not borrow personal leave. Any full-time or probationary employee who is absent and who does not have any sick or annual leave available may take his or her personal leave days or leave without pay.

D. OTHER LEAVE WITH PAY

Employees may be authorized leave with pay for absences which are not counted as annual leave, sick leave or personal leave for any of the following reasons:

1. Jury Duty

Leave will be granted an employee for jury duty. The employee must submit a work permit furnished by the court with time card. All fees paid by the court shall be retained by the employee. Jury duty will be considered as any other time worked.

2. Voting

An employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a County employee shall be paid for working the hours he or she is required to spend at the polls and shall be allowed to receive any additional fees allowed by law.

Employees will be encouraged to exercise his/her right to vote.

3. Court Attendance

Attendance in court by law enforcement officers or other employees in an official capacity during their regularly scheduled work days shall not be considered as a civil/legal leave. Except where it would be contrary to law, the employee may retain any fees received in addition to his or her pay.



Baldwin County Commission

Agenda Action Form

File #: 18-0847, **Version:** 1

Item #: R1

Meeting Type: BCC Work Session

Meeting Date: 8/28/2018

Item Status: Addendum

From: Ronald J. Cink, County Administrator

Submitted by: Keri E. Green, Administrative Support Specialist III

ITEM TITLE

Baldwin County Eastern Shore Health Care Authority Board - Board Appointments

STAFF RECOMMENDATION

Related to the Baldwin County Eastern Shore Health Care Authority Board, consider the following appointments and select one nominee for each place seat, contingent upon the nominee meeting the eligibility requirements for the Board:

1) Appoint one of the following three nominees for slot #4, to replace Mrs. Emalyn Johnson, whose term expired on April 30, 2018:

Mrs. Emalyn Johnson

Mr. Tim Simmonds

Dr. Brian Dearing

2) Appoint one of the following three nominees for slot #5, to replace Mr. John Baker, whose term expired on April 30, 2018:

Mr. John Baker

Mr. Tucker Dorsey

Mr. Ed Brinson

3) Appoint one of the following three nominees for slot #9, to replace Mr. Marion "Tut" Wynn, whose term expired on April 30, 2018:

Mr. Marion (Tut) Wynne

Mr. Kerry O'Connor

Dr. Jimmie Gavras

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 22, 2018, the Board of Directors of the Baldwin County Eastern Shore Health Care Authority (Authority) adopted a Resolution whereby the Authority proposed a list of three (3) nominees, as follows, for appointment to the Board of Directors:

Ms. Emalyn Johnson (Slot #4)

Mr. Marion "Tut" Wynne (Slot #5)

Mr. John Baker (Slot #9)

On August 24, 2018, Commission staff received correspondence from the Baldwin County Eastern Shore Health Care Authority ("Board"), including a certified copy of the Resolution (attached) adopted by the Baldwin County Eastern Shore Health Care Authority, which submits said nominees to the Board of Directors of the Authority for Commission approval, as required by §22-21-352, Code of Alabama 1975.

The aforementioned certified copy of the Resolution is required to be adopted by the Authority and caused to be filed with the Commission within statutorily set time parameters [not more than 90 nor less than 10 days prior to the expiration of such term of office (or in case of a vacancy resulting from the death or resignation of any such director or from a cause other than the expiration of the stated term of office of any such director, within 30 days following the occurrence of such vacancy)] and in resolution / certified form, pursuant to Alabama law, specifically, §22-21-352, Code of Alabama 1975.

The Commission can choose only one (1) nominee, of the three (3) nominees, for each of the three (3) seats or places related to the pending vacancies, respectively.

Further, please note that there remain no "required qualifications" set forth in §22-21-310, et seq., Code of Alabama 1975 for citizens to be appointed to the Authority. However, within §22-21-316, Code of Alabama 1975, such "required qualifications" are self-imposed by the Authority through their Certificate of Incorporation [in this case Certificate of Reincorporation], as amended, which requires that they only "reside in Baldwin County, Alabama."

Lastly, there is a provision in §22-21-316 (b) Code of Alabama 1975 which requires appointments to be made no earlier than thirty (30) days prior to the date such director is to take office [i.e. the County Commission can't make appointments thirty-one (31) days or more in advance to the date the said director(s) is (are) to take office]. The Commission is compliant with this provision.

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 to send correspondence to the following:

Baldwin County Eastern Shore Health Care Authority
Post Office Drawer 929
Fairhope, Alabama 36532

cc:

Ormand P. Thompson, III, President - ormand.thompson@infirmarhealth.org

Susan Hunt, Assistant - susan.hunt@infirmarhealth.org

Ron Cink, County Administrator

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

Additional instructions/notes: N/A



Thomas Hospital
INFIRMARY HEALTH

More devoted to *Your* life.

RECEIVED
AUG 24 2018
BY: *[Signature]*
4BCC
RC
KC

August 15, 2018

Chairman Frank Burk
Baldwin County Commission
212 Courthouse Square
Bay Minette, Alabama 36507

Dear Mr. Chairman and Honorable Commissioners:

On behalf of the Baldwin County Eastern Shore Health Care Authority Board of Directors, the board unanimously approved the following to fill the three Director positions currently up for renewal. These nominations are respectfully submitted to the Baldwin County Commission for its consideration.

Board position #1 (Mrs. Emalyn Johnson)

Mrs. Emalyn Johnson
9591 Highway 104
Fairhope, Alabama 36532

Mr. Tim Simmonds
112 Fels Avenue
Fairhope, Alabama 36532

Dr. Brian Dearing
188 Hospital Drive Suite 100
Fairhope, Alabama 36532

Board position #2 (Mr. Marion "Tut" Wynne)

Mr. Marion (Tut) Wynne
711 Greenwood Avenue
Fairhope, Alabama 36532

Mr. Kerry O'Connor
30328 Crepe Myrtle Court
Spanish Fort, Alabama 36527

Dr. Jimmie Gavras
188 Hospital Drive Suite 200
Fairhope, Alabama 36532

Board position #3 (Mr. John Baker)

Mr. John Baker
Post Office Box 395
Fairhope, Alabama 36532

Mr. Tucker Dorsey
Post Office Box 2142
Daphne, AL 36526

Mr. Ed Brinson
407 Pomelo Street
Fairhope, Alabama 36532

The board members respectfully request Mrs. Emalyn Johnson (Chairman), Mr. Tut Wynne and Mr. John Baker (Treasurer) be reappointed to the Board as they all wish to continue to serve the Hospital and have done so in an outstanding manner.

As our community continues to grow, Thomas Hospital has expended to meet the needs of the communities we serve and we believe it is in the best interest of the Hospital and the community to allow Mrs. Johnson, Mr. Wynne and Mr. Baker to continue to serve. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Emalyn Johnson". The signature is fluid and elegant, with the first name and last name clearly distinguishable.

Emalyn Johnson

Chairman

Baldwin County Eastern Shore Health Care Authority

EJ/smh



CERTIFICATION

We, the undersigned, Chairman and Secretary of the Baldwin County Eastern Shore Health Care Authority, do hereby certify the following to be a true and correct copy of a Resolution passed by the Board of Directors of said corporation at a meeting held on August 22, 2018 in accordance with its Articles of Reincorporation and Bylaws.

Emalyn Johnson
Chairman, Baldwin County Eastern Shore
Health Care Authority

Tommie Conaway
Secretary, Baldwin County Eastern Shore
Health Care Authority

RESOLUTION

Resolved by the Board of Directors of the Baldwin County Eastern Shore Health Care Authority that the following names be submitted to the Baldwin County Commission for its consideration in accordance with the Articles of Reincorporation and Bylaws of this corporation and the laws of the State of Alabama. The terms will be in effect until April 2024.

Board position #1 (Mrs. Emalyn Johnson)

Mrs. Emalyn Johnson
9591 Highway 104
Fairhope, Alabama 36532

Mr. Tim Simmonds
112 Fels Avenue
Fairhope, Alabama 36532

Dr. Brian Dearing
188 Hospital Drive Suite 100
Fairhope, Alabama 36532

Board position #2 (Mr. Marion "Tut" Wynne)

Mr. Marion (Tut) Wynne
711 Greenwood Avenue
Fairhope, Alabama 36532

Mr. Kerry O'Connor
30328 Crepe Myrtle Court
Spanish Fort, Alabama 36527

Dr. Jimmie Gavras
188 Hospital Drive Suite 200
Fairhope, Alabama 36532

Board position #3 (Mr. John Baker)

Mr. John Baker
Post Office Box 395
Fairhope, Alabama 36532

Mr. Tucker Dorsey
Post Office Box 2142
Daphne, AL 36526

Mr. Ed Brinson
407 Pomelo Street
Fairhope, Alabama 36532

BALDWIN COUNTY EASTERN SHORE HEALTH CARE AUTHORITY

**Thomas Hospital
Post Office Drawer 929
Fairhope, Alabama 36532
(251) 928-2375 Hospital Main**

**Ormand P. Thompson, III, President, email: ormand.thompson@infirmaryhealth.org
Susan Hunt, Assistant, tel: (251) 279-1501, email: susan.hunt@infirmaryhealth.org**

General Board Information:

Appointed by Baldwin County Commission

Nine (9) members

Term of each member is six (6) years

All members must reside in Baldwin County

Originally incorporated as "Baldwin County Eastern Shore Hospital Corporation" in 1956

Reincorporated as "Baldwin County Eastern Shore Health Care Authority" in 1989

Statutory Authority - §22-21-310, et seq., Code of Alabama 1975

Important:

In the event of a Vacancy (**Due to pending term to expire**) - Authority shall nominate three (3) names for each place that is to become vacant by Resolution of Authority which is certified and forwarded to County Commission not more than 90 days, nor less than 10 days, prior to the expiration of a respective term. If forwarded Resolution which was certified in above stated timelines, County Commission shall choose one (1) name, of the three (3) names, for each place that becomes vacant. Notwithstanding the aforementioned, the County Commission reserves any authority granted by Alabama law.

In the event of a Vacancy (**Due to a death**) - Authority Shall nominate three (3) names for each place that is vacant by Resolution of Authority which is certified and forwarded to County Commission within 30 days following such death. If forwarded Resolution which was certified in above stated timelines, County Commission shall choose one (1) name, of the three (3) names, for each place that is vacant. Notwithstanding the aforementioned, the County Commission reserves any authority granted by Alabama law.

SLOT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
1	Clarence Bishop 16151 Greeno Road Fairhope, AL 36532	Reappointed 06/07/2016 for a pro-rata reduced term	6 years	04/30/2022
2	Dr. Richard A. Roh P.O. Drawer 1045 Fairhope, AL 36533	Reappointed 06/07/2016 for a pro-rata reduced term	6 years	04/30/2022
3	Mrs. Tommie Conaway P.O. Box 1021 Daphne, AL 36526	Reappointed 06/07/2016 for a pro-rata reduced term	6 years	04/30/2022
4	<u>Mrs. Emalyn "Em" Johnson</u> 9591 Highway 104 Fairhope, AL 36532	Reappointed 04/17/2012 term to commence 4/30/2012	6 years	04/30/2018
5	John Baker Post Office Box 395 Fairhope, AL 36532	Appointed 06/19/2012 for the balance of pro-rata reduced term to fill the place seat formerly held by Tim Rosson (BCC formally accepted resignation of Tim Rosson 06/19/2012)	6 years	04/30/2018
6	David Sutley 12495 A Myrtle Street Fairhope, AL 36532	Reappointed 04/01/2014 2014 term continuing from 04/30/2014	6 years	04/30/2020

BALDWIN COUNTY EASTERN SHORE HEALTH CARE AUTHORITY – Cont.

SLOT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
7	Starke Irvine 304 Bay Hill Drive Daphne, AL 36526	Reappointed 04/01/2014 2014 term continuing from 04/30/2014	6 years	04/30/2020
8	Dr. James Corte 9017 Parliament Circle Daphne, Alabama 36526	Reappointed 04/01/2014 term continuing from 04/30/2014	6 years	04/30/2020
9	Marion E. “Tut” Wynne 221 Fairhope Avenue Fairhope, AL 36532	Appointed 06/19/2012 for the balance of a pro-rata reduced term to fill the place seat formerly held by Van Palmer Finger	6 years	04/30/2018

REVISED: 06/07/2016 – akg